



भारत सरकार,
वित्त मंत्रालय, राजस्व विभाग,
कार्यालय आयुक्त सीमा शुल्क (निर्यात), मुंबई अंचल - 1,
डी.ई.ई.सी. (एम.सी.) (DEEC M.C.) अनुभाग,
चतुर्थ तल, नवीन भवन, नवीन सीमा शुल्क भवन,
बापू जमादार चौक, बॅलार्ड एस्टेट, मुंबई - 400 001.

Phone no.: (022) 22757560; Email: deec.mcell-nch@gov.in

F.No: CUS/DEEC/MISC/386/2023-DEEC

Date: 05-01-2026

SCN No.: 06/2025-26

DIN: 20260177000000222A47

SHOW CAUSE NOTICE ISSUED UNDER SECTION 124 read with SECTION 143 OF THE CUSTOMS ACT, 1962

Whereas **M/s.Devarshee Processors (IEC No. 0300026382)**, having declared address at **20, Navi Vadi, Dadiseth Agiyari Lane, Chira Bazar, Mumbai, Maharashtra - 400002** (hereinafter referred to as "the Licensee"), was issued an Advance Authorization/DEEC Licenses bearing no. 0310097429 dated 13.08.2001, 0310114262 dated 13.12.2001, 0310106745 dated 18.10.2001, 0310112184 dated 29.11.2001, 0310099749 dated 30.08.2001, 0310122501 dated 01.02.2002 & 0310116684 dated 31.12.2001 by the Office of the Director General of Foreign Trade (DGFT), which provided exemption from payment of duty on imported goods. The license was issued in accordance with Customs Notification No. 30/1997 dated 01.04.1997 & 51/2000, dated 27.04.2000, of the Central Board of Indirect Taxes and Customs (CBIC), New Delhi. In accordance with the said notification, the Licensee had executed the Bonds, No. **1) S/5-LUT-5670/01** dated 27.09.2001 of Rs. 2,35,10,777/- for duty amount Rs. 1,36,52,293/- for import of goods w.r.t. license No. 0310097429 dated 13.08.2001, **2) S/5-LUT-7054/01 VII** dated 20.12.2001 of Rs. 3,34,97,664/- for duty amount Rs. 194,75,386/- for import of goods w.r.t. license No. 0310114262 dated 13.12.2001, **3) S/5-LUT-6066/01 VII** dated 12.11.2001 of Rs. 1,78,29,762/- for duty amount Rs. 103,66,141/- for import of goods w.r.t. license No. 0310106745 dated 18.10.2001, **4) S/5-LUT-6859/2001 VII** dated 10.12.2001 of Rs. 1,68,41,867/- for duty amount Rs. 97,91,783/- for import of goods w.r.t. license No. 0310112184 dated 29.11.2001, **5) S/5-LUT-6774/01 VII** dated 22.11.2001 of Rs. 1,29,46,782/- for duty amount Rs. 75,27,199/- for import of goods w.r.t. license No. 0310099749 dated 30.08.2001, **6) S/5-LUT-389/02 VII** dated 12.02.2002 of Rs. 1,79,10,056/- for duty amount Rs. 1,04,12,823/- for import of goods w.r.t. license No. 0310122501 dated 01.02.2002 & **7) S/5-LUT-122/02 VII** dated 12.01.2002 of Rs. 1,49,77,050/- for duty amount Rs. 87,15,002/- for import of goods w.r.t. license No. 0310116684 dated 31.12.2001 (**RUD1**). The detail of License and Bond executed by the Licensee is as follows:

TABLE-A

Sr. No.	License No. & Date	Assessable Value (in Rs.)	Duty Amount (in Rs.)	Bond No.	Bond Amount (in Rs.)
1.	0310097429 dated 13.08.2001	1,92,85,950	1,36,52,293	S/5-LUT- 5670/01 VII	2,35,10,777
2.	0310114262 dated 13.12.2001	1,72,32,590	194,75,386	S/5-LUT- 7054/01 VII	334,97,664
3.	0310106745 dated 18.10.2001	1,82,89,269	103,66,141	S/5-LUT- 6066/01 VII	178,29,762
4.	0310112184 dated 29.11.2001	1,72,32,590	97,91,783	S/5-LUT- 6859/2001 VII	168,41,867
5.	0310099749 dated 30.08.2001	1,18,44,828	75,27,199	S/5-LUT- 6774/01 VII	129,46,782
6.	0310122501 dated 01.02.2002	1,46,45,000	1,04,12,823	S/5-LUT- 389/02 VII	1,79,10,056
7.	0310116684 dated 31.12.2001	1,41,74,164	87,15,002	S/5-LUT- 122/02 VII	1,49,77,050
	Total	11,27,04,391/-	7,99,40,627/-		13,75,13,958/-

2. In accordance with the aforesaid Notification, the Licensee executed a Bond against the Advance Authorization/DEEC License(s). By executing the Bond, the Licensee undertook to meet the export obligation under the conditions outlined in the said Notification and License and to submit evidence of fulfilling the obligation within 30 days from the expiration of the Export Obligation period. Failure to meet this obligation would make the Licensee liable to repay the duty foregone along with applicable interest, as stipulated by the relevant Customs Notification.

3. The importer has availed Notification benefit under Notification No. 51/2000-Customs, dated 27.04.2000 and Notification No 30/97 dated 01.04.1997. The salient features of above said notifications are as below:

3.1 The Customs Notification No. 51/2000-Customs, dated 27.04.2000, provides duty exemptions for the import of inputs under the Advance Authorization Scheme, as per the Foreign Trade Policy (FTP). The notification allows exemption from Basic Customs Duty (BCD), Additional Customs Duty (ACD), Anti-dumping Duty, and other applicable duties on the condition that the imported goods are used in the manufacture of export products. To avail of these exemptions, the importer must hold a valid Advance Authorization issued by the

Director General of Foreign Trade (DGFT), which specifies the eligible inputs and corresponding export obligations.

3.2 The notification 51/2000-Customs, dated 27.04.2000 mandates that that the importer at the time of clearance of the imported materials executes a bond with such surety be specified by the Assistant Commissioner of customs or Deputy Commissioner of Customs binding himself to pay on demand an amount equal to the duty leviable, but for the exemption, on the imported materials in respect of which the conditions specified in this notification have not been complied with, together with interest at the rate of twenty four percent per annum from the date of clearance of the said materials.

3.3 The notification 51/2000-Customs, dated 27.04.2000 requires that the export obligation is discharged within the period specified in the said certificate or within such extended period as may be granted by the Licensing Authority by exporting resultant products manufactured in India which are specified in Part "E" of the said certificate (hereinafter referred to as resultant products) and in respect of which facility under rule 12 (1) (b) or rule 13 (1) (b) of the Central Excise Rules, 1944 has not been availed in respect of materials permitted under the said licence.

3.4 The notification 51/2000-Customs, dated 27.04.2000 also requires that the importer produces evidence of discharge of export obligation to the satisfaction of the Assistant Commissioner of Customs or Deputy Commissioner of customs within a period of 30 days of the expiry of period allowed for fulfilment of export obligation, or within such extended period as the said Assistant Commissioner of Customs or Deputy commissioner of Customs may allow.

3.4 The Customs Notification No. 30/97 dated 01.04.1997 exempts materials imported into India, against an Advance Licence with Actual User Condition in terms of para 7.4 of the Export & Import Policy 1997-2002 notified by the Government of India in the Ministry of Commerce vide Notification No. 1 /1997-2002, dated the 31st March, 1997 (hereinafter referred to as the said licence), from the whole of the duty of customs leviable thereon which is specified in the First Schedule to the Customs Tariff Act, 1975 (51 of 1975) and from the whole of the additional duty leviable thereon under section 3 of the said Customs Tariff Act.

3.5 The Customs Notification No. 30/97 dated 01.04.1997 requires that the materials imported are covered by an Actual User Duty Exemption Entitlement Certificate (hereinafter referred to as the said certificate), issued by the Licensing Authority in the form specified in the Schedule annexed to this notification, in respect of the value, quantity, description, quality and technical characteristics.

3.6 The Customs Notification No. 30/97 dated 01.04.1997 requires that the importer, at the time of clearance of the imported materials, executes a bond with such surety or security and in such form and for such sum as may be specified by the Assistant Commissioner of Customs or Deputy Commissioner of Customs, binding himself to pay on demand an amount equal to the duty leviable but for the exemption, on the imported materials in respect of which the conditions specified in this notification have not been complied with, together with interest at the rate of twenty-four per cent per annum from the date of clearance of the said materials.

3.7 The Customs Notification No. 30/97 dated 01.04.1997 further requires that the importer must fulfil the export obligation within the time specified in the said certificate or any extended period allowed, by exporting the specified resultant products manufactured in India by exporting resultant products manufactured in India which are specified in Part 'E' of the said certificate (hereinafter referred to as resultant products), and in respect of which facility under rule 12(1)(b) or rule 13(1)(b) of the Central Excise Rules, 1944 has not been availed, in respect of materials permitted under the said licence;. Proof of such fulfilment must be submitted to the Assistant/Deputy Commissioner of Customs within thirty days after the export obligation period (or any further time allowed). The duty-exempt imported materials may be used only for meeting the export obligation or for permitted replenishment and must not be sold, transferred, or used for any other purpose.

4. It has been observed that the Licensee cleared imported goods with a total assessable value of ₹11,27,04,391/- under the aforementioned licence. Consequently, the Licensee availed an exemption from the payment of Customs duty amounting to ₹7,99,40,627/- and executed bonds under Section 143 of the Customs Act, 1962, for the clearance of goods against the conditions they had undertaken.

5. Whereas, Section 143 mandates that the Licensee furnish a bond to ensure compliance with specific conditions tied to the clearance of goods, particularly under schemes like the Duty Exemption Entitlement Certificate (DEEC) or Advance Authorization. This bond acts as a legal guarantee to fulfill obligations such as meeting export performance or using imported goods for designated purposes. In the event of a breach of conditions, such as failing to meet export obligations, authorities are empowered to invoke the bond to recover customs duties, interest and fine/penalties.

6. According to the above mandates imposed on goods imported under duty exemption, the Licensee was required to submit proof of export obligation discharge to the satisfaction of the Assistant/Deputy Commissioner of Customs within 30 days after the expiry of the obligation period or any approved extension. However, the Licensee has failed to submit the necessary documents to date. Demand notice dated 19.04.2022 (**RUD-2**) was issued to the Licensee, reminding them of their bond conditions and requesting the Export Obligation Discharge Certificate (EODC)/Redemption certificate, but no response has been received.

6.1 Further in the submitted Bond the Licensee has undertaken unconditionally and irrevocably to pay to the Customs the duty leviable on the goods imported in the event of failure to comply with the terms of the said licences No. 0310097429 dated 13.08.2001, 0310114262 dated 13.12.2001, 0310106745 dated 18.10.2001, 0310112184 dated 29.11.2001, 0310099749 dated 30.08.2001, 0310122501 dated 01.02.2002 & 0310116684 dated 31.12.2001 and in the event of the failure to comply with the condition of the said notification and Licence in respect of the imported goods.

7. Therefore, the Licensee is alleged to have committed multiple violations under applicable laws and regulations. Specifically, the Licensee has failed to submit the requisite Export Obligation Discharge Certificate (EODC)/Redemption certificate within the prescribed timeline, thereby

contravening the procedural requirements mandated under the Advance Authorization Scheme. Furthermore, the Licensee has failed to fulfil the stipulated export obligations as per the terms and conditions of the said scheme. Additionally, the Licensee appears to have violated the conditions of the bond executed under Section 143 of the Customs Act, 1962, by failing to furnish the EODC/Redemption certificate as required. These omissions and failures constitute breaches of the legal and statutory obligations imposed on the Licensee, rendering them liable for confiscation and therefore rendered themselves for appropriate action under the relevant provisions of law.

8. Relevant provisions of law applicable:

I. Section 111. Confiscation of improperly imported goods, etc.-

The following goods brought from a place outside India shall be liable to confiscation:

.....

(o) : *any goods exempted, subject to any condition, from duty or any prohibition in respect of the import thereof under this Act or any other law for the time being in force, in respect of which the condition is not observed unless the non-observance of the condition was sanctioned by the proper officer;*

II. SECTION 112 of the Customs Act, 1962 reads as under: Penalty for improper importation of goods, etc.- Any person, -

(a) *who, in relation to any goods, does or omits to do any act which act or omission would render such goods liable to confiscation under section 111, or abets the doing or omission of such an act, or*

(b) *who acquires possession of or is in any way concerned in carrying, removing, depositing, harbouring, keeping, concealing, selling or purchasing, or in any other manner dealing with any goods which he knows or has reason to believe are liable to confiscation under section 111, shall be liable, -*

(i) *in the case of goods in respect of which any prohibition is in force under this Act or any other law for the time being in force, to a penalty not exceeding the value of the goods or five thousand rupees, whichever is the greater;*

(ii) *in the case of dutiable goods, other than prohibited goods, subject to the provisions of section 114A, to a penalty not exceeding ten per cent. of the duty sought to be evaded or five thousand rupees, whichever is higher: **Provided** that where such duty as determined under sub-section (8) of section 28 and the interest payable thereon under section 28AA is paid within thirty days from the date of communication of the order of the proper officer determining such duty, the amount of penalty liable to be paid by such person under this section shall be twenty-five per cent. of the penalty so determined;*

(iii) *in the case of goods in respect of which the value stated in the entry made under this Act or in the case of baggage, in the declaration made under section 77 (in either case hereafter in this section referred to as the declared value) is higher than the value thereof, to a penalty not exceeding the difference between the declared value and the value thereof or five thousand rupees, whichever is the greater;*

(iv) *in the case of goods falling both under clauses (i) and (iii), to a penalty not exceeding the value of the goods or the difference between the declared value and the value thereof or five thousand rupees, whichever is the highest;*

(v) in the case of goods falling both under clauses (ii) and (iii), to a penalty not exceeding the duty sought to be evaded on such goods or the difference between the declared value and the value thereof or five thousand rupees, whichever is the highest.

III. SECTION 114AA of the Customs Act, 1962 reads as under: Penalty for use of false and incorrect material – If a person knowingly or intentionally makes, signs or uses, or causes to be made, signed or used, any declaration, statement or document which is false or incorrect in any material particular, in the transaction of any business for the purposes of this Act, shall be liable to a penalty not exceeding five times the value of goods.

IV. SECTION 117 of the Customs Act, 1962 reads as under: Penalties for contravention, etc., not expressly mentioned. – Any person who contravenes any provision of this Act or abets any such contravention or who fails to comply with any provision of this Act with which it was his duty to comply, where no express penalty is elsewhere provided for such contravention or failure, shall be liable to a penalty not exceeding four lakh rupees.

V. SECTION 143 of the Customs Act, 1962 reads as under: Power to allow import or export on execution of bonds in certain cases.- (1) Where this Act or any other law requires anything to be done before a person can import or export any goods or clear any goods from the control of officers of customs and the Assistant Commissioner of Customs or Deputy Commissioner of Customs is satisfied that having regard to the circumstances of the case, such thing cannot be done before such import, export or clearance without detriment to that person, the Assistant Commissioner of Customs or Deputy Commissioner of Customs may, notwithstanding anything contained in this Act or such other law, grant leave for such import, export or clearance on the person executing a bond in such amount, with such surety or security and subject to such conditions as the Assistant Commissioner of Customs or Deputy Commissioner of Customs approves, for the doing of that thing within such time after the import, export or clearance as may be specified in the bond.

A. If the thing is done within the time specified in the bond, the Assistant Commissioner of Customs or Deputy Commissioner of Customs shall cancel the bond as discharged in full and shall, on demand, deliver it, so cancelled, to the person who has executed or who is entitled to receive it; and in such a case that person shall not be liable to any penalty provided in this Act or, as the case may be, in such other law for the contravention of the provisions thereof relating to the doing of that thing.

B. If the thing is not done within the time specified in the bond, the Assistant Commissioner of Customs or Deputy Commissioner of Customs shall, without prejudice to any other action that may be taken under this Act or any other law for the time being in force, be entitled to proceed upon the bond in accordance with law.

9. As a consequence of the aforementioned violations, the Licensee is prima facie liable for the following legal actions under the Customs Act, 1962:

a. The above acts of omission and commission by the Licensee have resulted in the denial of the duty benefit claimed under exemption notification 51/2000 dated 27.04.2000 & 30/1997 dated 01.04.1997.

b. The Licensee is liable to pay the customs duty amounting to Rs. ₹7,99,40,627/- (Rupees Seven Crore Ninety-Nine Lakhs Forty Thousand Six hundred and Twenty-seven only), along with applicable interest.

c. Since the Licensee has not submitted the EODC/Redemption certificate within the prescribed timeline mentioned the exemption notification 51/2000 dated 27.04.2000 & 30/1997 dated 01.04.1997 and the imported goods are not utilized for the purposes specified in the said notification and has thus violated

the exemption notification conditions therefore the imported goods are liable for confiscation under Section 111(o) of the Customs Act, 1962.

d. For the acts of omission and commission discussed above the Licensee has rendered the goods liable for Confiscation under section 111(o) therefore the Licensee is subject to penal action under Section 112(a) of the Customs Act, 1962.

e. Further the Licensee has sought to evade the applicable Customs duty by false declaration regarding EODC/Redemption certificate in the submitted bond and thereby warranting the imposition of a penalty commensurate with the gravity of the offense under section 114AA.

f. Further, for non-compliance of the timelines prescribed in the said notification for submission of export obligation discharge certificate (EODC)/Redemption certificate, the Licensee is liable to a penalty under section 117 of the Customs Act, 1962.

g. The bond executed by the Licensee shall be invoked to recover the foregone customs duty, along with applicable interest and any penalties deemed appropriate under the law.

10. Now, therefore, the Licensee is required to show cause to the Additional/Joint Commissioner of Customs, DEEC (Monitoring Cell), Office of the Commissioner of Customs (Export), New Custom House, Ballard Estate, Mumbai - 400001, as to why:

- i. The duty benefit claimed under exemption notification 51/2000 dated 27.04.2000 & 30/1997 dated 01.04.1997 should not be denied.
- ii. The imported goods having total assessable value of Rs. 11,27,04,391 should not be confiscated under Section 111(o) of the Customs Act, 1962 read with conditions of Bonds executed in terms of Section 143 of the Customs Act, 1962 read with Notification No. 51/2000 dated 27.04.2000 & 30/1997 dated 01.04.1997 as amended from time to time.
- iii. The customs duty amounting to Rs. 7,99,40,627 (Rupees Seven Crore Ninety-Nine Lakhs Forty Thousand Six hundred and Twenty-seven only), along with applicable interest should not be recovered under the bond executed as per Section 143 of the Customs Act, 1962 read with conditions of Bonds executed in terms of Section 143 of the Customs Act, 1962 read with Notification No. 51/2000 dated 27.04.2000 & 30/1997 dated 01.04.1997 as amended from time to time.
- iv. A penalty should not be imposed under Section 112(a) of the Customs Act, 1962, for the stated violations.
- v. A penalty should not be imposed under Section 114AA of the Customs Act, 1962, for the stated violations.
- vi. The penalty under Section 117 of the Customs Act, 1962 should not be imposed.
- vii. The bond should not be enforced to recover the duty foregone along with applicable interest.

11. The Licensee is hereby required to produce all references upon which they intend to rely in support of their defence.

12. The Licensee is further required to indicate in their written reply as to whether they intend to be heard in person before the case is adjudicated failing which it will be presumed that they do not desire a personal hearing.

13. If no reply is received within 30 days of receipt of this Notice and the Licensee do not appear before the adjudicating authority when the case is scheduled for hearing, the case will be decided ex-parte on the basis of material available on record.

14. It is also to inform that the Licensee also has the option for settlement of the case in terms of the provisions of Chapter-XIV-A of the Customs Act, 1962 subject to fulfilment of the conditions as provided in the concerned section of the chapter.

15. This Notice is issued without prejudice to any other action that has been or may be taken under the Customs Act, 1962 or under any other law for the time being in force in the Republic of India. The Department reserves its rights to add, alter, amend, modify or supplement this notice at any time on the basis of any evidence, material facts related to import of goods by them, which may come to the notice of the Department after issuance of this notice and prior to the adjudication of the case.

Aslam Hassan
05/01/2026

(Aslam Hassan)
Commissioner of Customs
DEEC (M. CELL), Export Commissionerate

Relied Upon Documents.

1. Copy of Bonds (RUD -1)
2. Demand Notice (RUD-2).

To:

1. **M/s. Devarshee Processors (IEC No. 0300026382),
20, Navi Vadi, Dadiseth Agiyari Lane, Chira Bazar,
Mumbai, Maharashtra - 400002**

Copy to: 1. Dy./Asst. Commissioner, CHS (I/c Notice Board) for display of the notice.

2. Guard File.



सं. नं. ११४०८ तारीख २१/१/२००९
 हस्ताक्षर प्रो. वि. शिवा (गया)
 शीला जी. लीप्ययीया
 नानपुरा, सुरतना स्टेशन रोड
 जनरल स्टेशन लायसंस नं. ६/६०
 २१/१/२००९

देवश्री प्रोसेसर्स
 २०, नवी वडी, दादिसैथ
 अगियारी लाने

२१/१-२००९/२००९/०१
 TH-2641/2001 VII

Y. A. Chaudhary Dals

BOND/	ACCEPTED
For & on behalf of	
President of India	
AO	Gr.
Gr.	Gr.

(FOR AVAILING DUTY EXEMPTION UNDER
 DEEC/EPCG SCHEME)

We M/s DEVARSHEE PROCESSORS 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, hereinafter referred to as the OBLIGOR AND M/S SHIVAM EXPORT, 7/722, G.I.D.C., SACHIN, DIST. - SURAT, called the SURETY (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firmly bind ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as "THE GOVERNMENT"

Contd. 2

For DEVARSHEE PROCESSORS

Y. A. Chaudhary Dals

Proprietor/Aut. Person

For SHIVAM EXPORT

H. A. Shah

Partner

in the sum of Rs. 2,35,10,777/- (Rupees Two Crores Thirty five Lacs Ten Thousand Seven Hundred and Seventy seven only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure - I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 51/2000 dated 27-04-2000 (hereinafter referred to as "the said Notification") against the Import Licence No.- 0310097429 dated 13-08-2001 (hereinafter referred to as "the Licence") for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas we, the Obligors are manufacturer holding registration no. BRL/ch-521/4
2711/98 dated 27/11/98 with the Superintendent of Central Excise, Ranger - Six, Division - II, Collectorate - Surat.

Whereas we, the Obligors have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

01. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
02. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
03. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd. 3

For DEVARSHEE PROCESSORS

Y. D. Chatterjee

Proprietor/Aut. Person

For SHIVAM EXPORT

R. A. Shah

Partner

04. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
05. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
06. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

If each and every one of the above conditions is duly complied with by us, the obligor(s), the above written bond shall be void and of no effect, otherwise the same shall remain in full force and effect and virtue.

It is hereby declare by us, the Obligor(s) and the Government as follows :-

01. The above written bond is given for the performance of an act in which the public are interested.
02. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

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) not shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

Contd. 4

For DEVARSHEE PROCESSORS
Y. D. Chaitanya Wale
Proprietor/Aut. Person

For SHIVAM EXPORT
R. A. Shah
Partner

4

AND the President of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

IN WITNESS HEREOF these presents have been signed this 21st day of September 2001 herein before written by the obligor(s) and the surety(ies).

FOR DEVARSHEE PROCESSORS

Y. D. Chalthaywals



Signature Specimen of
Shri. Y. A. Chalthaywals
as per our Record
FOR SHRI VITRAG CO-OPERATIVE BANK LTD.
[Signature]
GENERAL MANAGER

PROPRIETOR

PLACE ;

DATE :

WITNESS

NAME	ADDRESS	OCCUPATION	SIGNATURE
Mr. Ramesh Bhagat	Daliya Sheri, Mahidarpura, Surat	Business	<u>Ramesh J. Bhagat</u>
Mr. Paresh Dhantiwala	Begampura, Nawab Wadi, Near Sahara Darwaja, Surat	Business	<u>[Signature]</u>

Contd. 5

For SHIVAM EXPORT

R. A. Shah

Partner



Signature Specimen of
Shri. R. A. Shah as
per our Record
For The Royale Co-op. Bank Ltd.
Surat.

[Signature]
Officer / Manager

ANNEXURE -1

Licence No. : 0310097429 Date : 13-08-2001
 DEEC NO. : A-073079 Date : 13-08-2001

Sr. No.	Description of Item Allowed for Import	Quantity	Assessable Value of Goods	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for 2 1/2 years	Total Bond Amount
1	2	3	4	5	6	7
01.	PTY / PFY UPTO 250 DENIER	297,950.000 KG.	Rs. 1,92,85,950.00	Rs. 1,36,52,293.00	Rs. 98,58,484.00	Rs. 2,35,10,777.00

TOTAL RS. 2,35,10,777.00

for DEVARSHEE **35000**
Y. B. Chaitanyas
 Proprietor/Aut. Person

for DEVARSHEE **35000**
Y. B. Chaitanyas
 Proprietor/Aut. Person



सं. न. १२१५ तारीख ५/९/२००१

हस्ताक्षर **म. ए. ए. ए.**
श्रीला शे. लीमरीया

नानपुरा, सुरतना स्टोप वेन्डर
बनरस स्टोप लायसन्स नं. ६/६९

२०/११/२००१

देवशी प्रोसेसर्स

२०, नावीवाडी, दादिसैथ
अग्वारी लाने

[Signature]



AFFIDAVIT

We M/S DEVARSHEE PROCESSORS, having office at 20, NAVI VADI, DADISETH AGVARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :-

01. The Firm is engaged in the manufacture of polyester fabrics.
02. Whereas, the firm has proposed to import POLYESTER TEXTURISED YARN / FILAMENT YARN upto 250 Denier under Advance Licence, to avail the exemption from payment of custom duties.
03. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, New Delhi.
04. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per the records of the firm.

Signed this

For DEVARSHEE PROCESSORS

[Signature]
FO of M/s Processors



ATTESTED BY ME

[Signature]
T. T. SHAHARE
NOTARY, GREATER MUMBAI

24 SEP 2001



रज. नं. ११४९९ तारीख २०/९/२००१
 हस्तक्षेप दिग्विजय महामागधारी
 शीला शे. दीपशिखा
 नानपुरा, सुरतना स्टेशन वेन्डर
 अनुरोध स्टेशन लायसन्स नं. ६/६७
 शिवा निवाम

दीपशिखा प्रसिद्धि
 २०, नानपुरा, अजाना २
 गुजरात

H. D. Chalthaydar



AFFIDAVIT

I, **Ravi A. Shah, S/o Shri Arjunbhai Shah, Partner of M/s Shivam Export**, a resident of 6, Ayodhya Nagri, New Adajan Road, Surat – 395 009, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

That I have not stood as Surety / Guarantor in any other case before any other authority, so as to exceed the extent of my worth / solvency

For SHIVAM EXPORT

Place :
 Date :

R. A. Shah
 (RAVI SHAH)



ATTESTED BY ME
T. T. Shahare
 T. T. SHAHARE
 NOTARY, GREATER MUMBAI

24 SEP 2001

રજી. નં. ૧૪૫૨ તારીખ ૩૦/૧૨/૨૦૦૯
માલીબીબેવ બીલેસકુમાર કચેરીયા
બેંગાળ પ્રમુખ ભુલામોદીનો ચક્રો, મુરતન આગળ
વેન્ડર. જ. અં. લા. નં. : ૮/૮૮
હોર્ટ ફી લા. નં. : ૮/૮૮
સહી :

Երեւոյ Խորհրդակց
 Արմ. Գ. Գրիգորյան, ԽՍՀՄ
 Ստորագր.: Կ. Բ. Շախմատով



**(FOR AVAILING DUTY EXEMPTION UNDER
DEEC/EPCG SCHEME)**

(As per CBEC Circular No. 71/98 dated 15-09-1988)

No. dt.
BOND ACCEPTED
For and on behalf of the
Government of India.
Ambedkar
20/11/47
K. L.
20.11.47
D.C.



5/5 CUT 7054/01N/1
TH 3068/01N/1
20/22001. Contd.

Contd. 2

For DEVARCHIE PROCESSORS
Y.A. Chathaywal
Prop. / PO of Attorney

I/We **M/s DEVARSHEE PROCESSORS** having our registered office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA, [hereinafter referred to as the **OBLIGOR(S)**] AND **SHRI TRIKAMBHAI RANCHHORBHAI PATEL, PARTNER OF M/S JAY BORDEVI TEXTILE**, PLOT NO. - 60, BLOCK NO. - 402, PANCHDEV INDUSTRIAL ESTATE, BHAMBHORA PATIA, PIPODARA, DIST. - SURAT, GUJARAT, INDIA, called the **SURETY(IES)** (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as "**THE GOVERNMENT**" in the sum of Rs. 3,34,97,664.00 (Rupees Three crores Thirty four lacs Ninety seven thousand Six hundred and Sixty four only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure - I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 dated 01-04-1997 (hereinafter referred to as "the said Notification") against the Import Licence.- 0310114262/4/03/00 dated 13-12-2001 (hereinafter referred to as "the Licence") for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I/We, the Obligor(s) is/are manufacturer exporter(s) holding registration no. _____ dated _____ with the Superintendent of Central Excise, Ranger - Six, Division - II, Collectorate - Surat.

Whereas I/We, the Obligor(s) has/have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd. 3

For DEVARSHEE PROCESSORS
Y. D. Chaudhary
 Prop. / PO of Attorney

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

01. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
02. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
03. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.
04. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
05. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
06. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and every-one of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declare by us, the obligor(s) and the government as follows :-

01. The above written bond is given for the performance of an act in which the public are interested.
02. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

Contd. 4

For DEVARABLE PROCESSORS

Y. D. Chaitanyal

Prop. PO of Attorney

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) not shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

AND the President of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this _____ day of September 2001 herein before written by the obligor(s) and the surety(ies).

PLACE ;

DATE :

Signature of the Obligor

Name : DEVARSHEE PROCESSORS

For DEVARSHEE PROCESSORS

Y. D. Chaitanyam

Prop. / PO of Attorney

Address : 20, NAVI WADI, DADISETH
AGIYARI LANE, CHIRA BAZAR,
MUMBAI - 400 002.

WITNESS OF OBLIGOR

NAME	ADDRESS	OCCUPATION	SIGNATURE
<i>Pradeep Sharma</i>	<i>109, canal street Kumbhakurn</i>	<i>Business</i>	<i>[Signature]</i>

Signature of the Surety
FOR JAY BORDEVI TEXTILES
 x 82.212.421
PARTNER

Name : TRIKAMBHAI R. PATEL

Address : PLOT NO. - 60, BLOCK NO. - 402,
 PANCHDEV INDUSTRIAL ESTATE,
 BHAMBHORA PATIA, PIPODARA,
 DIST. - SURAT,

WITNESS OF SURETY

NAME	ADDRESS	OCCUPATION	SIGNATURE
Hardik N. Jaiswala	166 Ahyanagar Society Near Bhikhabhai school, Adyan Road Surat - 395 009	Service	H.N. Jaiswala
Munoj M. Kathiraj	401 Shivdassham Apt Chhatra nagar Society Rusmijah Road, Vardha Surat.	Freelance	<u>Kathiraj</u>

Accepted for and on behalf of the President of India on 19 DEC 2001 day of 2001.

Signature and Date :

Name :

Designation :

TESTED BY



G. H. SHUKLA
 NOTARY GR. MUMBAI

19 DEC 2001

ANNEXURE - 1

Licence No. : 0310114262/4/03/00 Date : 13-12-2001
DEEC NO. : A-075844 Date : 13-12-2001

Sr. No.	Description of Item Allowed for Import	Quantity	CIF Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for 3 years	Total Bond Amount
1	2	3	4	5	6	7	8	9
01.	MANMADE POLYESTER FABRICS	463.450.00 SQ. MT.	Rs. 275,17,344.00	Rs. 277,92,517.00	Rs. 23 per sq. mt. + 8% + 8% + 0.05% Cess	Rs. 151,13,706.00	Rs. 108,81,868.00	Rs. 259,95,574.00
02.	POLYESTER PILE FABRICS	34,000.000 KGS.	Rs. 59,37,500.00	Rs. 59,96,875.00	Rs. 100 per kg. + 8% + 8% + 0.05% Cess	Rs. 43,61,680.00	Rs. 31,40,410.00	Rs. 75,02,090.00
	TOTAL		Rs. 167,27,422.00	Rs. 172,32,590.00		Rs. 194,75,386.00	Rs. 140,22,278.00	Rs. 334,97,664.00

For DEVARSHEE PROCESSORS
By *Dr. Chaitanya*

Prop. / PO of Attorney



डी. गोविंद खमसय

18 DEC 2001

परवाना धारक मुद्रांक विक्रेता, ११३, डॉ. विगास स्ट्रीट,

काळवांदेवी, मुंबई-२, क्रमांक १५६१३ दिनांक.....

संवन्धी/श्री/श्रीमती.....

माना रु..... न्यायकंठर मुद्रांक पत्र विक्रेता.

सही

परवाना धारक मुद्रांक विक्रेता



AFFIDAVIT

We M/S. DEVARSHEE PROCESSORS, having office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :

1. The Firm is engaged in the manufacture of polyester fabrics.
2. Whereas, the firm has proposed to import MAN MADE POLYESTER WOVEN FABRICS / PILE FABRICS / KNITTED FABRICS under Advance Licence, to avail the exemption from payment of custom duties.
3. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, Mumbai.
4. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per the records of the firm.

Signed this

TESTED BY

G. H. SHUKLA
NOTARY G.D. MUMBAI

19 DEC 2001



For DEVARSHEE PROCESSORS

Y. D. Chalthaywals

Prop. / F.O. of Attorney



१३३५ तारीख ३१/१२/२००७
 शीवा जी. बोर्देवी
 नानपुरा, सुरतना स्टेट्स वेनर
 अनरबल स्टेट्स लायसन्स नं. ६/६०
 २१/११/२००७



देवेंद्र जोशी
 पिपदरा, गुजरात
 त्रिकंबhai.प.पटेल

AFFIDAVIT

I, Trikambhai Ranchhorbhai Patel, S/o Shri Ranchhorbhai Patel, Partner of M/s Jay Bordevi Textile, Plot No. 60, Block No. - 402, Panchdev Industrial Estate, Bhambhora Patia, Pipodara, Dist. - Surat, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

That I have not stood as Surety / Guarantor in any other case before any other authority, so as to exceed the extent of my worth / solvency

Place :
 Date :



FOR JAY BORDEVI TEXTILES
 27. 12. 2007
 27. 12. 2007 PARTNER
 (TRIKAMBHAI R. PATEL)

TESTED BY

S. H. SHUKLA
 NOTARY GR. MUMBAI

19 DEC 2007

100Rs.



રજી. નં. ૨૦૧૫૭ તારીખ ૨૬/૧૦/૨૦૦૧

અસતક ૨૩૬૧૨ માં ૭ ૨૧૨૧૧.

એમ. એ. વાળંદ

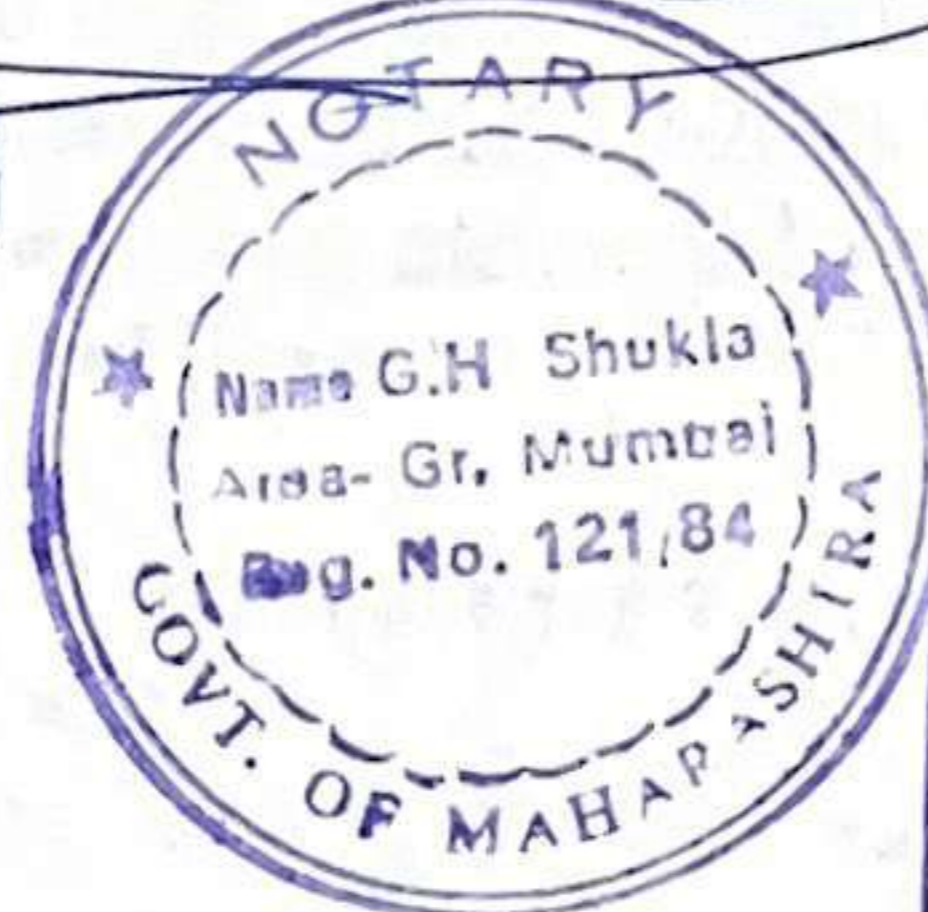
નાનપુરા, સુરતના સ્ટેમ્પ વેન્ડર

જનરલ / કોર્ટ ફી સ્ટેમ્પ લા.નં. ૨/૨૦૦૦

Mukesh

615 LUT 6066/01/11
TH-2851/2001/11

12/11/01



દેવશર્મા પ્રોસેસર્સ

૨૦, નવીવાડી,

અશાલ્કા ૨, મુંબઈ.

મુદ્રા

No.	dt.
BOND ACCEPTED	
For and on behalf of the	
President of India.	
<i>A.O.</i>	<i>A.C.</i>



(FOR AVAILING DUTY EXEMPTION UNDER DEEC/EPCG SCHEME)

(As per CBEC Circular No. 71/98 dated 15-09-1988)

Contd. 2

For Devarshee Processors
Y.D. Chaudhary
Prop./Auth. Sign.

દેવશર્મા પ્રોસેસર્સ

I/We M/s **DEVARSHEE PROCESSORS** having our registered office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI – 400 002, INDIA, [hereinafter referred to as the **OBLIGOR(S)**] AND **SHRI DHIRAJLAL N. PATEL**, residing at 21, GIRDHAR PARK, LAMBE HANUMAN ROAD, SURAT, GUJARAT, INDIA, called the **SURETY(IES)** (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as “**THE GOVERNMENT**” in the sum of Rs. 1,78,29,762/- (Rupees One crore Seventy eight lacs Twenty nine thousand Seven hundred and Sixty two only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure – I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 dated 01-04-1997 (hereinafter referred to as “the said Notification”) against the Import Licence No.- 0310106745/4/03/00 dated 18-10-2001 (hereinafter referred to as “the Licence”) for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I/We, the Obligor(s) is/are manufacturer exporter(s) holding registration no. _____ dated _____ with the Superintendent of Central Excise, Ranger – Six, Division – II, Collectorate – Surat.

Whereas I/We, the Obligor(s) has/have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd. 3

For Devarshée Processors,

Y. D. Chaudhary
Prop./Auth. Sign.

Surat

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

01. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
02. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
03. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.
04. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
05. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
06. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and every-one of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declare by us, the obligor(s) and the government as follows :-

01. The above written bond is given for the performance of an act in which the public are interested.
02. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

Contd. 4

For Devarshee Processors,

Y. D. Chalthrey

Prop./Auth. Sign.

Comptroller 20/1/2011

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) not shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

AND the President of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this _____ day of September 2001 herein before written by the obligor(s) and the surety(ies).

PLACE ;
DATE :

Signature of the Obligor

Name : DEVARSHEE PROCESSORS

For Devarshee Processors

Y. D. Chaitanya Dule

. Prop./Auth. Sign.

Address : 20, NAVI WADI, DADISETH
AGIYARI LANE, CHIRA BAZAR,
MUMBAI - 400 002.

WITNESS OF OBLIGOR

NAME	ADDRESS	OCCUPATION	SIGNATURE
Mr. Ashok R. Mahida	G-1, Abhilasha Apt. Opp- Ayodhya Nagri, New Adajan Road, Surat - 395 009.	Business	<i>Mahida</i>
Mr. Paresh Dhantiwala	Begampura, Nawab Wadi, Near Sahara Darwaja, Surat	Business	<i>Paresh</i>

Contd. 5

Surat 20/09/01

5

સુરત ૨૦. ૧૦/૧

Signature of the Surety

Name : DHIRAJLAL N. PATEL

Address : 21, GIRDHAR PARK, LAMBE
HANUMAN ROAD, SURAT.

For Devarshee Processors

Y.D. Chaudhary

- Prop./Auth. Sign.

WITNESS OF SURETY

NAME	ADDRESS	OCCUPATION	SIGNATURE
Mr. Mitesh Pancholi	8/1123, Gopipura, Panchalwadi, Surat.	Business	<i>સુરત ૨૦. ૧૦/૧</i>
Mr. Ramesh Bhagat	Daliya Sheri, Mahidarpura, Surat	Business	<i>Bhagat R.J</i>

Accepted for and on behalf of the President of India on 30 OCT 2001 day of 2001.

Signature and Date :

Name :

Designation :

TESTED BY
[Signature]
G. H. SHUKLA
NOTARY GR. MUMBAI
30 OCT 2001



ANNEXURE - 1



Licence No.: 0310106745 Date: 18-10-2001
DEEC NO.: A-074578 Date: 18-10-2001

Sr. No.	Description of Item Allowed for Import	Quantity	CIF Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for 3 years	Total Bond Amount
1	2	3	4	5	6	7	8	9
01.	MANMADE POLYESTER FABRICS	249,000.00 SQ. MT.	Rs. 147,84,375.00	Rs. 152,30,863.00	Rs. 23 per sq. mt. + 8% + 0.05% Cess	Rs. 81,74,417.00	Rs. 58,85,580.00	Rs. 140,59,997.00
02.	POLYESTER PILE FABRICS	17,000.00 KGS.	Rs. 29,68,750.00	Rs. 30,58,406.00	Rs. 23 per sq. mt. + 8% + 0.05% Cess	Rs. 21,91,724.00	Rs. 15,78,041.00	Rs. 37,69,765.00
	TOTAL		Rs. 177,53,125.00	Rs. 182,89,269.00		Rs. 103,66,141.00	Rs. 74,63,621.00	Rs. 178,29,762.00

For Devarshee Processors

Y.D. Chaudhary
Prop./Auth. Sign.



उ. नं. १४१८३ तारीख २५/१०/२००२

सुरतक स. १११

शीला ओ. लीणरीया

नानपुरा, सुरतना स्टेशन वेन्डर

जनरल स्टेशन लायसन्स नं. ६/६०

शीला लीणरीया

देवार्शे प्रोसेसर्स

२०, नावी वाडी

दादिसैथ



AFFIDAVIT

We M/S DEVARSHEE PROCESSORS, having office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :-

01. The Firm is engaged in the manufacture of polyester fabrics.
02. Whereas, the firm has proposed to import MAN MADE POLYESTER WOVEN FABRICS / PILE FABRICS / KNITTED FABRICS under Advance Licence, to avail the exemption from payment of custom duties.
03. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, Mumbai.
04. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per the records of the firm.

Signed this



For Devarshee Processors
Y. D. Chalthaywade

Prop. Auth. Sign.

TESTED BY

G. H. SHUKLA
NOTARY GR. MUMBAI

30 OCT 2001



જી. નં. ૧૬૧૮૨ તારીખ ૨૫/૧૦/૨૦૦૧

હસ્તાક્ષર ૨૫.૧૦.૦૧

શીલા એ. લીંગચીયા

નાનપુરા, સુરતના સ્ટેમ્પ વેન્ડર

જનરલ સ્ટેમ્પ લાયસન્સ નં. ૬૯૦

શીલા લીંગચીયા

દિવસ જોડેલું

૨૦, ૧૦ વાડી

૨૦૦૧ વર્ષ



AFFIDAVIT

I, Dhirajlal N. Patel, S/o Shri Nagjibhai Patel, residing at 21, Girdhar Park, Lambe Hanuman Road, Surat, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

That I have not stood as Surety / Guarantor in any other case before any other authority, so as to exceed the extent of my worth / solvency

Place :

Date :



૨૫/૧૦/૨૦૦૧

(DHIRAJLAL N. PATEL)

ATTESTED BY

G. H. SHUKLA
NOTARY GR. MUMBAI

30 OCT 2001

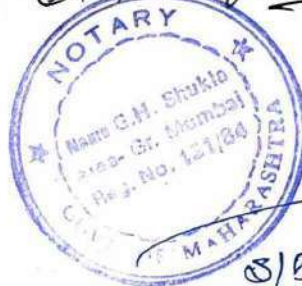


२४/१२/२००१
 मालीनीदेव जीलेसकुमार कशीया हेतु :
 जेजभपुरा बुवाभोटीनो यवलो, सुरत नगर, गुजरात.
 वेन्डर व. अं. का. नं. : E/CC
 छोट ही का. नं. : C/CE
 माली : मालीनीदेव माली :

देवशी सी. मोसर्स
 म. २१/१२/२००१, गुजरात.

२२/०१/२००२ : Y. A. Chalthaywals

No.	dt.
BOND ACCEPTED	
For and on behalf of the	
President of India.	
A. <u>[Signature]</u>	D.C. <u>10.12.2001</u>



8/5-WT 6859. / 2001 VI
 TH - 3029 / 2001 VI / 2001 VI

(FOR AVAILING DUTY EXEMPTION UNDER DEEC/EPCG SCHEME)

(As per CBEC Circular No. 71/98 dated 15-09-1988)

Contd. 2



For DEVARSHEE PROCESSORS
Y. A. Chalthaywals

Authorised Signatory

I / We **M/s. DEVARSHEE PROCESSORS** having our registered office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI – 400 002, INDIA, [hereinafter referred to as the **OBLIGOR(S)**] AND **SHRI MITESH KRISHNAKANT PANCHOLI**, residing at 21, 8/1123, PANCHOLIWAD, GOPIPURA, SURAT, GUJARAT, INDIA, called the **SURETY(IES)** (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as “**THE GOVERNMENT**” in the sum of Rs. 1,68,41,867.00 (Rupees One Crore Sixty Eight Lacs Forty One Thousand Eight Hundred and Sixty Seven only) for which payment to be well and truly made, I / We the Obligor(s) bind myself / ourselves by these presents.

Whereas I / We the Obligor(s), have imported goods listed in Annexure – I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 dated 01.04.1997 (hereinafter referred to as “the said Notification”) against the Import Licence – 0310112184/4/03/00 dated 29.11.2001 (hereinafter referred to as “the Licence”) for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I / We, the Obligor(s) is / are manufacturer exporter(s) holding registration No. _____ dated _____ with the Superintendent of Central Excise, Ranger –Six, Division – II, Collectorate – Surat.

Whereas I / We, the Obligor(s) has/ have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd..3

For DEVARSHEE PROCESSORS
Y. D. Chatterjee
 - Authorised Signatory

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

1. I / We, the obligor(s) shall observe all the terms and conditions of the said notification.
2. I / We, the obligor(s) shall observe all the terms and conditions specified in the licence.
3. I / We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.
4. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I / We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
5. I / We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
6. I / We, the obligor(s) shall not change the name and style under which I / We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and every one of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declare by us, the obligor(s) and the government as follows :

1. The above written bond is given for the performance of an act in which the public are interested.
2. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in sub-section (1) of the Section 142 of the Customs Act, 1962.

Contd..4

For DEVARSHEE PROCESSORS
Y.D. Chakraborty
 Authorised Signatory

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) not shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

AND the President of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I / We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this _____ day of September 2001 herein before written by the obligor(s) and the surety(ies).

PLACE :

DATE :

Signature of the Obligor
For DEVARSHEE PROCESSORS

Y. D. Chaitanya Datta
Authorised Signatory

Name : DEVARSHEE PROCESSORS

Address : 20, NAVI WADI, DADISETH
AGIYARI LANE,
CHIRA BAZAR
MUMBAI - 400 002.

WITNESS OF OBLIGOR

NAME	ADDRESS	OCCUPATION	SIGNATURE
1. Shyam Sunder Sharma.	151 Dada Seth Agarwal Lane	Barista.	<i>Sharma.</i>
2. <i>Prakash Chandra</i> <i>Prakash Chandra</i>	109, Canal Street 3rd Floor Kalyan	Business.	<i>Prakash</i>

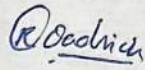
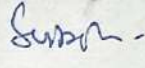
Contd..5

Signature of the Surety
મિ. કે. પંચોલી

Name : MITESH K. PANCHOLI

Address : 8/1123, PANCHOLIWAD
GOPIPURA, SURAT

WITNESS OF SURETY

NAME	ADDRESS	OCCUPATION	SIGNATURE
1. Rakesh	137, Dadiseth 2 nd Floor	Service	
2. Subodh	145- Dadiseth- Agrary Lane	Broker.	

Accepted for and on behalf of the President of India on _____ day of 2001

Signature and Date :

Name :

Designation :



TESTED BY
H. H. SHUKLA
NOTARY G. B. NAGAR

5 DEC 2001

ANNEXURE - 1

Licence No. : 0310112184/4/03/00 Date : 29-11-2001
DEEC NO. : A-075832 Date : 29-11-2001



Sr. No.	Description of Item Allowed for Import	Quantity	CIF Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for 3 years	Total Bond Amount
1		3	4	5	6	7	8	9
01.	MANMADE POLYESTER FABRICS	231,725.00 SQ. MT.	Rs. 137,58,672.00	Rs. 141,74,184.00	Rs. 23 per sq. mt. + 8% + 8% + 0.05% Cess	Rs. 76,01,343.00	Rs. 54,72,967.00	Rs. 130,74,310.00
02.	POLYESTER PILE FABRICS	17,000.000 KGS.	Rs. 29,68,750.00	Rs. 30,58,406.00	Rs. 100 per kg. + 8% + 8% + 0.05% Cess	Rs. 21,90,440.00	Rs. 15,77,117.00	Rs. 37,67,557.00
	TOTAL		Rs. 167,27,422.00	Rs. 172,32,590.00		Rs. 97,91,783.00	Rs. 70,50,084.00	Rs. 168,41,867.00

For DEVARSHEE PROCESSORS

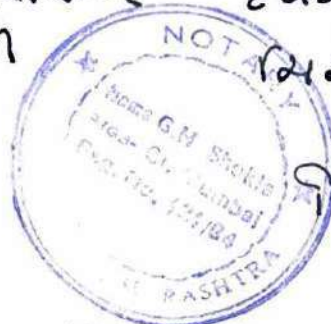
Y. D. Chatterjee

Authorised Signatory



रज. नं. १८३३५ तारीख ३१/१२/२००१
 हुमनाई
 शीला जी. लांगरिया
 नानपुरा, सुरतना स्टेशन रोड
 बनरस स्टेशन लायसंस नं. ६/६०
 २१/११/२००१

देवशी प्रोसेसर्स,
 चिराबाजार, मुंबई
 निवेद्यु. प्रोसेसर्स



AFFIDAVIT

We **M/S DEVARSHEE PROCESSORS**, having office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :-

01. The Firm is engaged in the manufacture of polyester fabrics.
02. Whereas, the firm has proposed to import MAN MADE POLYESTER WOVEN FABRICS / PILE FABRICS / KNITTED FABRICS under Advance Licence, to avail the exemption from payment of custom duties.
03. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, Mumbai.
04. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per the records of the firm.

Signed this

For **DEVARSHEE PROCESSORS**

Y. D. Chelthaywala

Authorised Signatory



ATTESTED BY ME

G. H. SHUKLA
 NOTARY CL. MUMBAI

5 DEC 2001



20 Rs.



रज. नं. १९३३ तारीख ३१/१२/२००१
हस्ताक्षर मिनेश पंचोली
शीला बी. लीमबिया
नानपुरा, सुरतना स्टेशन रोड
अनुरा स्टेशन लायसन्स नं. ६/६०
२१११ गंधार्या



हस्ताक्षर श्री. मिनेश पंचोली
२१/१२/२००१, गंधार्या
श्री. डी. पंचोली

AFFIDAVIT

I, Mitesh Krishnakant Pancholi, S/o Shri Krishnakant Pancholi, residing at 8/1123, Pancholiwad, Gopipura, Surat, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

That I have not stood as Surety / Guarantor in any other case before any other authority, so as to exceed the extent of my worth / solvency

Place : 5 DEC 2001
Date : 5 DEC 2001



हस्ताक्षर मिनेश पंचोली
(MITESH K. PANCHOLI)



TESTED BY

G. H. SHUKLA
NOTARY G. MUMBAI

5 DEC 2001 5 DEC 2001

២២ កញ្ញា ២០២២, ភ្នំពេញ

22/11/21

RE)
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BOMBA ACCEPTED
ed 15-09-1988)
Schulz
for
L
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K
22.11.200

Three sets of Indian 5 Rupee postage stamps are shown, each cancelled with a blue circular 'NOTARY' postmark. The stamps feature the Ashoka Lion Capital and the text 'भारत 5', 'INDIA 5', and 'RUPEES FIVE'. The postmarks are circular with the word 'NOTARY' at the top and a star at the bottom. The first set on the left has a postmark dated '11/10/2011'. The middle set has a postmark dated '11/10/2011'. The right set has a postmark dated '11/10/2011'.

Y. A. Chalmers
Prop. / PO of Attorney



ख. नं. १५४८९ तारीख १९/१०/२००९
 म. ए. ६१२१
 श्री. ए. ए. ए.
 नानापुरा, सुरत, गुजरात, भारत
 ल. १५४८९ लायसंस नं. ६/२०
 २१/१०/०९

देवार्शे प्रोसेसर्स
 २०, नवीवाडी
 चिराबाजार, मुंबई

#2#

I/We **M/s DEVARSHEE PROCESSORS** having our registered office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI – 400 002, INDIA, [hereinafter referred to as the **OBLIGOR(S)**] AND **SHRI JATINBHAI S. PANCHOLI**, residing at 8/1130, GOPIPURA, PANCHOLIWAD, SURAT, GUJARAT, INDIA, called the **SURETY(IES)** (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as “**THE GOVERNMENT**”

Contd. 3

For DEVARSHEE PROCESSORS

Y. A. Chaudhary
 Prop. / PO of Attorney

in the sum of Rs. 1,29,46,782/- (Rupees One crore Twenty nine lacs Forty six thousand Seven hundred and Eighty two only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure – I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 dated 01-04-1997 (hereinafter referred to as “the said Notification”) against the Import Licence No.- 0310099749/04/03/00 dated 30-08-2001 (hereinafter referred to as “the Licence”) for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I/We, the Obligor(s) is/are manufacturer exporter(s) holding registration no. _____ dated _____ with the Superintendent of Central Excise, Ranger – Six, Division – II, Collectorate – Surat.

Whereas I/We, the Obligor(s) has/have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.



NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

01. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
02. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
03. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd. 4

For DEVARSHEE PROCESSORS

J. D. Chaudhary
Prop. / PQ of Attorney

04. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
05. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
06. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and everyone of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declare by us, the obligor(s) and the government as follows :-

01. The above written bond is given for the performance of an act in which the public are interested.
02. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

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) not shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder.

Contd. 5

For DEVARSHEE PROCESSORS
Y. D. Chaitanya
Prop. / PQ of Attorney

AND the President of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this _____ day of September 2001 herein before written by the obligor(s) and the surety(ies).



Signature of the Obligor

Name : DEVARSHEE PROCESSORS

For DEVARSHEE PROCESSORS

Y. D. Chalthaywally
Prop. / PO of Attorney

Address : 20, NAVI WADI, DADISETH
AGIYARI LANE, CHIRA BAZAR,
MUMBAI - 400 002.

WITNESS OF OBLIGOR

NAME	ADDRESS	OCCUPATION	SIGNATURE
Mr. Ramesh Bhagat	Daliya Sheri, Mahidarpura, Surat	Business	<i>Bhagat R.J.</i>
Mr. Paresh Dhantiwala	Begampura, Nawab Wadi, Near Sahara Darwaja, Surat	Business	<i>Paresh</i>

Contd. 6

For DEVARSHEE PROCESSORS

Y. D. Chalthaywally
Prop. / PO of Attorney

Signature of the Surety



Name : SHRI JATINBHAI S PANCHOLI



Address : 8/1130, GOPIPURA,
PANCHOLIWAD, SURAT.

For DEVARSHEE PROCESSORS



Prop. / PO of Attorney

WITNESS OF SURETY


NAME	ADDRESS	OCCUPATION	SIGNATURE
Mr. Mitesh Pancholi	8/1123, Gopipura, Panchalwadi, Surat.	Business	
Mr. Ashok R. Mahida	G-1, Abhilasha Apt. Opp- Ayodhya Nagri, New Adajan Road, Surat - 395 009.	Business	

Accepted for and on behalf of the President of India on 19 OCT 2001 day of 2001.


Signature and Date :

Name :

Designation :


Jagjivandas K. Nathani
 B.A., LL.B.
 Advocate, High Court, Mumbai,
 D/204, Rajendra Kunj Shivneri,
 2nd Floor, Rajendra Nagar,
 Datta Poda, Borivali (East),
 Mumbai - 400 066. Tele.: 8063687



TESTED BY 
G. H. SHUKLA
 NOTARY G. H. SHUKLA
19 OCT 2001

01. ADVANCE LICENCE NO. : 0310099749/04/03/00
DATED 30-08-2001
02. DEEC BOOK NO. : A 074507 DATED 30-08-2001
03. DESCRIPTION OF GOODS : MADE-UPS FROM MAN
MADE FABRICS (MADE
FROM POLYESTER WOVEN
FABRICS / PILE FABRICS /
KNITTED FABRICS)
04. QUANTITY : 101,000.000 SQUARE METER
RELEVANT PROCESSED
MANMADE FABRICS
- B : POLYESTER PILE : 26,250.000 KGS.
FABRICS
05. CIF VALUE : RS. 1,17,27,554.00
06. ASSESSABLE VALUE : RS. 1,18,44,828.00
07. DUTY A : : RS. 23/- PER SQ. MT. + 8 % +
6 % + 0.05 % CESS
- B : : RS. 100/- PER KG. + 8 % + 8 %
+ 0.05 %
08. DUTY AMOUNT : RS. 75,27,199.00
09. INTEREST [@ 72%] : RS. 54,19,583.00
10. BOND AMOUNT : RS. 129,46,782.00
11. BANK GURANTEEE AMOUNT : NIL

For DEVALANSHEE PROCESSORS

Y. D. Chatterjee
Prop. & PO of Attorney

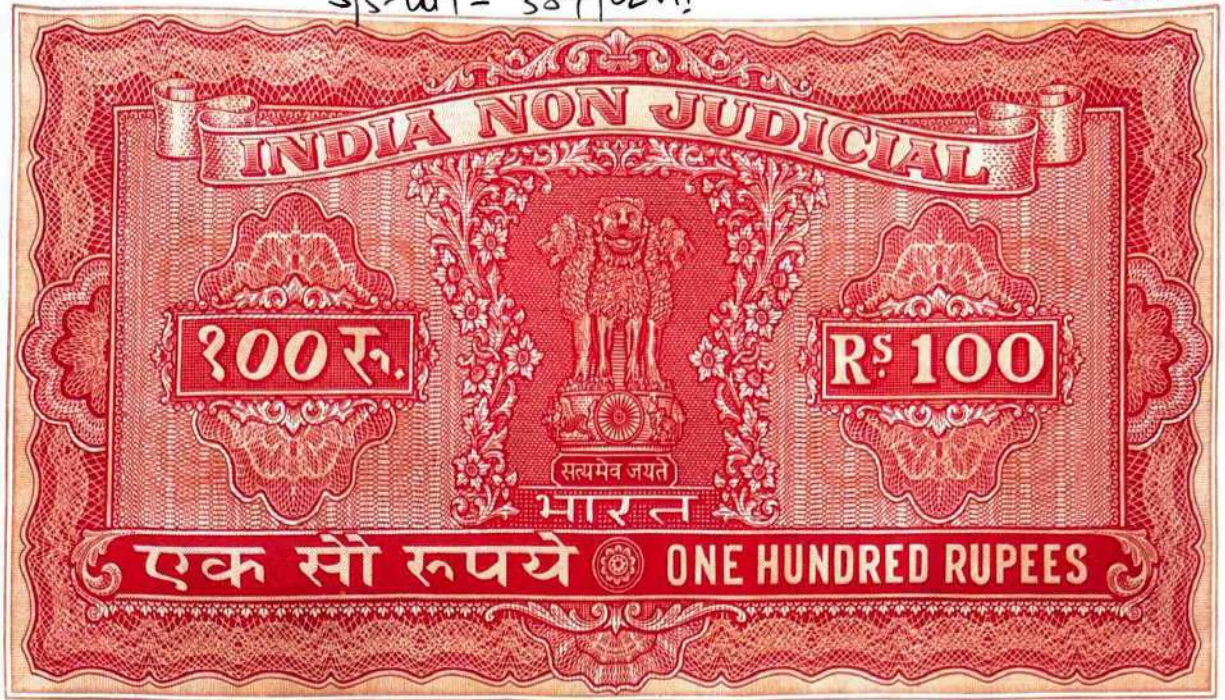
ANNEXURE - 1



Licence No. : 0310099749 Date : 30-08-2001
DEEC NO. : A-074507 Date : 30-08-2001

Sr. No.	Description of Item Allowed for Import	Quantity	CIF Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for 3 years	Total Bond Amount
1	2	3	4	5	6	7	8	9
01.	RELEVANT PROCESSED MANMADE FABRICS	101000.00 SQ. MT.	Rs. 58,63,777.00	Rs. 59,22,414.00	Rs. 23 per sq. mt. + 8% + 0.05% Cess	Rs. 36,46,389.00	Rs. 26,25,400.00	Rs. 62,71,789.00
	POLYESTER PILE FABRICS	26,250.000 KGS.	Rs. 58,63,777.00	Rs. 59,22,414.00	Rs. 100 per kg. + 8% + 8% + 0.05% Cess	Rs. 36,80,810.00	Rs. 27,94,183.00	Rs. 66,74,993.00
	TOTAL		Rs. 117,27,554.00	Rs. 118,44,828.00		Rs. 75,27,199.00	Rs. 54,19,583.00	Rs. 129,46,782.00

For DEVARSHEE PROCESSORS
S.D. Chaitanya
Prop. / PO of Attorney



रज. नं. 2/609 तारीख ११/१२/२००२

उत्पत्ति प्रश्न, घंटीवाला.

अ.म. अ. वाणंद

नानपुरा, सुरतना स्टेशन वे-३२

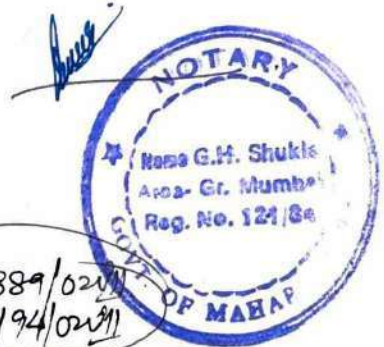
जनरल / कोर्ट डी स्टेशन वा.नं. २/२००८

mikest

देवशी प्रोसेसर्स

बीराजकर, मुंबई.

No.	dt.
BOND ACCEPTED	
For and on behalf of the	
President of India.	
<i>A. G. ...</i>	<i>...</i>
A.C.	D.C.



S/S-WT 389/02vii
TH 194/02vii

(FOR AVAILING DUTY EXEMPTION UNDER DEEC SCHEME)

(As per CBEC Circular No. 71/98 dated 15-09-1998)

I/We M/s DEVARSHEE PROCESSORS having our registered office at 20, NAVI VADI, DADI SHETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA, [hereinafter referred to as the OBLIGOR(S)] AND SHRI SANDEEP R. CHOKSI, residing at 107, Nutan Niwas Apartment, Bhatar Road, SURAT, GUJARAT, INDIA, called the SURETY(IES) (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees)



For DEVARSHEE PROCESSORS
Y. D. Chauthay...

Authorised Signatory

hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as "THE GOVERNMENT" in the sum of Rs. 1,79,10,056/- (Rupees One crore Seventy Nine lacs Ten Thousand and Fifty Six only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure - I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 date 01-04-1997 (hereinafter referred to as "the said Notification") against the Import Licence No.- 0310122501/4/03/00 dated 01/02/2002 (hereinafter referred to as "the Licence") for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I/We, the Obligor(s) is/are manufacturer exporter(s) holding registration no. 04/16/10529 dated 21/6/2000 with the Superintendent of Central Excise, Ranger - Six, Division - II, Collectorate - Surat.

Whereas I/We, the Obligor(s) has/have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

1. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
2. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
5. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.
6. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
7. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.

For DEVARSHEE PROCESSORS

Y. D. Chatterjee

Authorized Signatory

{ 3 }

8. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and every-one of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declared by us, the obligor(s) and the government as follows :-

1. The above written bond is given for the performance of an act in which the public are interested.
3. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

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 of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this _____ day of January 2002 herein before written by the obligor(s) and the surety(ies).

PLACE : 11/2/2002
DATE :

Signature of the Obligor

For DEVARSHEE PROCESSORS

Y. D. Chaudhary

Authorised Signatory



Name : DEVARSHEE PROCESSORS
Address : 20, NAVI WADI, DADISETH
AGIYARI LANE, CHIRA
BAZAR, MUMBAI - 400 002.

TESTED BY
G. H. SHUKLA
NOTARY G. H. SHUKLA

12 FEB 2002



WITNESS OF OBLIGATOR


NAME	ADDRESS	OCCUPATION	SIGNATURE
 S. R. Choksi	K. C. Modi. 213919 Sagarampura. Khanger Sheri Surat.	Bumesh.	

Signature of the Surety

Name : SANDEEP R. CHOKSI

Address : 107, Nutan Niwas
Apartment,
Bhatar Road,
Surat.

WITNESS OF SURETY

NAME	ADDRESS	OCCUPATION	SIGNATURE
1. Kailash Sharma.	137/Dadi Seth. Agarwal Lane II Ad Floor. Kalbadevi Bombay-2.	Service	

Accepted for and on behalf of the President of India on _____ day of 2002.

Signature and Date :

Name :

Designation :

ANNEXURE - 1

Licence No. : 0310122501/4/03/00 Date : 01/02/2002

DEEC NO. : A 075886 Date : 01/02/2002

Sr. No.	Description of Item Allowed for Import	Quantity	CIF Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for - exemption)	Amount of Interest @ 24% per annum for three years	Total Bond Amount
1	2	3	4	5	6	7	8	9
1	Man made Polyester	3.02,055	Rs. 1,45,00,000.00	Rs. 1,46,45,000.00	Rs. 23 per sq. Mt. + 8% + 8% + 0.05%	Rs. 1,04,12,823.00	Rs. 74,97,233.00	Rs. 1,79,10,056.00
	Fabrics	SQ. MT.			Cess			
	TOTAL		Rs. 1,45,00,000.00	Rs. 1,46,45,000.00		Rs. 1,04,12,823.00	Rs. 74,97,233.00	Rs. 1,79,10,056.00

For DEVARSHEE PROCESSORS
Y. D. Chakraborty
 Authorised Signatory



रज. नं. 26690 तारीख ११/१२/२००२
 हस्तक पत्र, धोबीवाडी
 ओ.म. ओ. वा.पं. ६
 नानपुरा, सुरात, गुजरात
 १२/१२ / ३० दि. २००२ वा.नं. २/२०००

पुनः



होवर्षा प्रोसेसर्स
 धोबीवाडी, गुजरात.

[Signature]



AFFIDAVIT

I, Sandeep R. Choksi, S/o Shri Rameshbhai Choksi, residing at 107, Nutan Niwas Apartment, Bhatar Road, Surat, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

10Rs.



रज. नं. २८८९९ तारीख ११/२/२००२

उसके पक्ष में दीवाला.

ओम. ओ. वाणंद

नानपुरा, सुरतवा स्टेशन रोड

अनवर / ओई डी स्टेशन ला. नं. २/२०००

pubest
2.

देवकी प्रसिदास
जीराजकर, गुंजल.



That I have not stood as Surety / Guarantor in any other case before any other authority, so as to
exceed the extent of my worth / solvency

Place : 11/2/2002

Date :

S. R. Choksi

(SANDEEP R. CHOKSI)



TESTED BY

G. H. SHUKLA
NOTARY GR. MUMBAI

12 FEB 2002



रज. नं. 21101 तारीख 12/12/2002.

उत्सव पत्रा लिखिता.

अम. अ. वाणंद

मानपुरा, सुरतना स्टेशन रोड

जनरल / डी.डी. स्टेशन नं. 2/2000

muhammad

देवर्षी प्रोसेसर
चीराबाजार, मुंबई.



[Signature]



AFFIDAVIT

We M/S DEVARSHEE PROCESSORS, having office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :-

1. The Firm is engaged in the manufacture of polyester fabrics.
2. Whereas, the firm has proposed to import MAN MADE POLYESTER WOVEN FABRICS / PILE FABRICS / KNITTED FABRICS under Advance Licence, to avail the exemption from payment of custom duties.
3. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, Mumbai.

For DEVARSHEE PROCESSORS

[Signature]
Authorised Signatory

10Rs.



रज. नं. 21106 तारीख १९/१२/२००२
उत्तर प्रदेश, भारत.
अ.म. अ. वाजंठ
मानपुरा, सुबहारा रोड, नं. २/२०००
मुद्रा २

देवशी प्रोसेसर्स
बीराजगर, मुंजध.

5. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per records of the firm.

Signed this

For DEVARSHEE PROCESSORS

Y. A. Chatterjee
Authorised Signatory

TESTED BY

G. H. SHUKLA
NOTARY CH. MUMBAI

11 2 FEB 2002





रज. १७७८८ ला. ५१/२००२ नं. १
 मालीनीजेन जीतेशकुमार धर्मीया डेअरु :
 भेगमपुरा दुःसामोदीनो यडलो, सुरता न. स्टाम्य
 वेक्टर व. स्टा. ला. नं. : ८/८८
 बोर्ड डी ला. नं. : ८/८८
 सही : मालीनीजेन सही :

इचरान फतेकर
 सन २००२ मार २०
 रजिस्ट्रार मालीनीजेन

5/5-LUT 122/02VH
 TH 58/02VH
 २००२

BOND ACCEPTED
 11.1.2002
 Ao (Chaltheaydak) (correct)

(FOR AVAILING DUTY EXEMPTION UNDER
 DEEC / EPCG SCHEME)

142/98
 (As per CBEC Circular No. 71/98 dated 15-09-1998)
 For DEVARSHEE PROCESSORS
Y. D. Chaltheaydak
 Authorised Signatory
 For DEVARSHEE PROCESSORS
Y. D. Chaltheaydak
 Authorised Signatory
 Contd...2





2

I/We **M/s DEVARSHEE PROCESSORS** having our registered office at 20, NAVI DADI, DADI SHETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA, [hereinafter referred to as the **OBLIGOR(S)**] AND **SHRI KIRITBHAI C. MODI**, residing at 2/3979, KHANGAD SHERI, SAGRAMPURA, SURAT, GUJARAT, INDIA, called the **SURETY(IES)** (which expression shall, unless repugnant to the context or meaning thereof include our heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firm bond ourselves jointly and severally unto the President of India, acting through the (jurisdictional Assistant Commissioner of Customs) Department of Revenue, Ministry of Finance, Government of India, hereinafter referred to as "**THE GOVERNMENT**" in the sum of Rs. 1,49,77,050/- (Rupees One crore Forty Nine lacs Seventy Seven thousand Fifty only) for which payment to be well and truly made, I/We the Obligor(s) bind myself/ourselves by these presents.

Whereas I/We the Obligor(s), have imported goods listed in Annexure - I availing customs duty exemption in terms of the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No. 30/97 date 01-04-1997 (hereinafter referred to as "the said Notification") against the Import Licence No.- 0310116684/4/03/00 dated 31-12-2001 (hereinafter referred to as "the Licence") for import of the goods mentioned on the terms and conditions specified in the said notification and licence.

Whereas I/We, the Oligor(s) is/are manufacturer exporter(s) holding registration no. BRL/C454/4/97-98 dated 27/11/98 with the Superintendent of Central Excise, Ranger - Six, Division - II, Collectorate - Surat.

Whereas I/We, the Obligor(s) has/have undertaken to fulfill the export obligation as specified in the said Notification and the Licence and to produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.

Contd... 3

For DEVARSHEE PROCESSORS

Y. A. Chalthaywala

Authorised Signatory

3

NOW THE CONDITIONS OF THE ABOVE BOND ARE THAT

01. I/We, the obligor(s) shall observe all the terms and conditions of the said notification.
02. I/We, the obligor(s) shall observe all the terms and conditions specified in the licence.
03. I/We, the obligor(s) shall fulfill the export obligation as specified in the said notification and in the licence and shall produce evidence of having so fulfilled the export obligation within 30 days from the expiry of the specified export obligation period to the satisfaction of the government.
04. In the event of failure to fulfill full or part of the export obligation as specified in the said notification and in the Licence, I/We, the obligor(s), herein undertake to pay the Custom Duty but for the exemption and also interest @ 24% per annum thereon forthwith and without any demure, to the Government.
05. I/We, the obligor(s) shall comply with the conditions and limitations stipulated in the import and export policy as amended from time to time.
06. I/We, the obligor(s) shall not change the name and style under which I/We, the obligor(s) are doing business or change the location of the manufacturing premises except with the written permission of the government.

Such and every-one of the above is duly complied with by us, the obligor(s), the above written bond shall be void and of the effect otherwise the same shall remain in full force and effect and virtue.

It is hereby declared by us, the obligor(s) and the government as follows :-

01. The above written bond is given for the performance of an act in which the public are interested.
02. The government through the Commissioner of Customs or any other Officer of Customs recovers the sum due from obligor(s) in the manner laid down in Sub-section (1) of the Section 142 of the Customs Act, 1962.

Contd... 4

For DEVARSHEE PROCESSORS
Y. D. Chatterjee

Authorised Signatory

4

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 of India shall, at this opinion, be competent to make good all the loss and damages by endorsing his rights under the above written bond.

We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested.

In these presents the words imposing singular shall include the plural and vice-versa, where the context so require.

In witness hereof these presents have been signed this 7th day of ~~September 2001~~ herein before written by the obligor(s) and the surety(ies).

January 2002

For DEVARSHEE PROCESSORS

Y. D. Chalthrey Dab

PLACE :

DATE :

Authorised Signatory

Signature of the Obligor

For DEVARSHEE PROCESSORS

Y. D. Chalthrey Dab

Authorised Signatory

Name : DEVARSHEE PROCESSORS

Address : 20, NAVI WADI, DADISETH
AGIYARI LANE, CHIRA
BAZAR, MUMBAI - 400 002.

WITNESS OF OBLIGATOR

NAME	ADDRESS	OCCUPATION	SIGNATURE
1. DADRESH S. GHANTIDARA	WITIO, NAGARWADI, BEMUMPURA, SURAT	BUSSINESS	<u>[Signature]</u>
2. MITESH, K. PANCHOLI	GOPIPARA 8/123 PANCHALIDARA, SURAT	BUSSUNESS	<u>[Signature]</u>

Contd... 5



5

Signature of the Surety

K. Kish
[Signature]

Name : KIRITBHAI C. MODI
Address : 4/3979, KHANGAD SHERI
SAGRAMPURA,
SURAT.

WITNESS OF SURETY

NAME	ADDRESS	OCCUPATION	SIGNATURE
1. Shyam Sunder Shu	149/1 Dauli Sethi Marg, Kalwade, Mumbai	Service	<i>[Signature]</i>
2. Sanjay Kumar Sharma	148-Dauli Sethi Marg, Kalwade	Service	<i>[Signature]</i>

Accepted for and on behalf of the President of India on _____ day of 2001.

Signature and Date :

Name :

Designation :

TESTED BY *[Signature]*
G. H. SHUKLA
NOTARY GR. MUMBAI



57 JAN 2002

ANNEXURE - 1

Licence No. : 0310116684/4/03/00

Date : 31/12/2001

DEEC NO. : A - 075864

Date : 31/12/2001

Sr. No.	Description of Item Allowed for Import	Quantity	Clf Value of Goods	Assessable Value of Goods	Duty Structure	Duty Involved (But for exemption)	Amount of Interest @ 24% per annum for three years	Total Bond Amount
1	2	3	4	5	6	7	8	9
1	MAN MADE POLYESTER FABRICS	1,31,725.00 SQ. MT.	Rs. 78,21,171.00	Rs. 80,57,354.00	Rs. 23 per sq. Mt. + 8% + 8% + 0.05% Cess	Rs. 43,24,268.00	Rs. 31,19,452.00	Rs. 74,43,720.00
2	POLYESTER PILE FABRICS	34,000.00 KGS.	Rs. 59,37,488.00	Rs. 61,16,810.00	Rs. 100 per sq. Mt. + 8% + 8% + 0.05% Cess	Rs. 43,90,734.00	Rs. 31,61,596.00	Rs. 75,52,330.00
	TOTAL		Rs. 1,37,58,659.00	Rs. 1,41,74,164.00		Rs. 87,15,002.00	Rs. 62,81,048.00	Rs. 1,49,96,050.00

For DEVARSHEE PROCESSORS

Y. D. Chatterjee

Authorised Signatory



र. नं. ५५५९

ता. ०५/०१/२००२

वा. ५२२/५१/०१/२००२

अधी : पु. कु. ग. म. द. व. त. ग. ल. स. डी.

प्र. कु. ल. व. र. त. ग. ल. धी. न. ग. ल.

स. ग. म. व. न. ग. ल. व. त. ग. ल. धी. न. ग. ल.

वा. नं. ५/८०

नाम :

ईरल प. त. ग. ल. धी. न. ग. ल.

स. ग. म. व. न. ग. ल. व. त. ग. ल. धी. न. ग. ल.



AFFIDAVIT

I, Kiritbhai C. Modi, S/o Shri Chhotalal Modi, residing at 2/3979, Khangad Sheri, Sagrampura, Surat, Gujarat, India, solemnly affirm and declare :-

That I have not exceeded my Liability / Surety amount beyond my total worth / solvency, and

That I have not stood as Surety / Guarantor in any other case before any other authority, so as to exceed the extent of my worth / solvency

Place :

Date : 7 JAN 2002

(Signature)

(KIRITBHAI C. MODI)



TESTED BY

G. H. SHUKLA
NOTARY CL. MUMBAI

7 JAN 2002



र. नं. ५२८५
 त. ०५/०८/२००२
 दा. पतिनाथ रंगनाथ
 मदी : पुष्पमई रतिनाथ
 पुष्पमई रतिनाथ धीनाथ
 सहाय वे. २०, नावि वडी अजरा, मुंबई
 त. नं. ५/८०

एवम् प्रतिज्ञा



AFFIDAVIT

We M/S DEVARSHEE PROCESSORS, having office at 20, NAVI VADI, DADISETH AGIYARI LANE, CHIRA BAZAR, MUMBAI - 400 002, INDIA hereby solemnly affirm and sincerely state as follows :-

01. The Firm is engaged in the manufacture of polyester fabrics.
02. Whereas, the firm has proposed to import MAN MADE POLYESTER WOVEN FABRICS / PILE FABRICS / KNITTED FABRICS under Advance Licence, to avail the exemption from payment of custom duties.
03. The firm applied for the advance Licence and the same has been issued by the Jt. Director General of Foreign Trade, Mumbai.
04. Whereas the Commissioner of Customs issued a Public Notice No. S/16-MISC-13/96 VII, wherein it has been instructed that the Importer / Exporter should not have been penalized under the provisions of Customs Act, Central Excise Act, Foreign Exchange Regulation Act and Foreign Trade Development & Regulation Act, during the last two financial years. It is hereby stated that the firm is not penalized under any of the provisions of the aforesaid Acts, during the last two financial years.

The aforesaid paras are true and correct, as per records of the firm.

Signed this

For DEVARSHEE PROCESSORS
 Y. A. Chaitanyal
 Authorised Signatory

TESTED BY

G. H. SHUKLA
 NOTARY GEN. MUMBAI

7 JAN 2002



आयुक्तसीमाशुल्ककायालय (निर्यात)
OFFICE OF THE COMMISSIONER OF CUSTOMS (EXPORT),
नवीनसीमाशुल्कभवन, बॉलर्डएस्टेटमुंबई-४००००१
NEW CUSTOM HOUSE, BALLARD ESTATE, MUMBAI 400 001.
फ़ोननंबर : (022) 22757550/7560 Email: deec.mcell-nch@gov.in

F. No.S/16-Misc-196/2019-20 DEEC (M. Cell)

Dated: 19.04.2022

DIN: 202204770000006166E2

BOND - ENFORCEMENT-CUM-DEMAND NOTICE

To,
M/s. Deva~~r~~shree Processors
20, Navi Wadi Sheth,
Aqiyari Lane,
Chira Bazar, Mumbai-400002

EM8829/3065/N

**Sub: Enforcement of Bond under section 143 of Customs Act 1962
against Adv. Authorization Licenses issued to M/s. Devarshree
Processors.**

Whereas the subject Advance License Nos. (as per list attached) were issued to you by DGFT and whereas, as in accordance with the relevant notification, you had executed a bond as per list attached and had undertaken to pay on demand, the duty foregone along with interest, in case of failure to comply with the condition as per the said notification. You had undertaken to fulfil the Export Obligation within the period allowed in Advance License, and to submit the Export Obligation Discharge Certificate (EODC) within the period of 30 days from the expiry of the period, allowed for fulfilment of Export Obligation.

2. And whereas, as per records of this office, no Export Obligation Discharge Certificate /Redemption Certificate has been submitted by you till date.

3. You are therefore called upon to show cause within 15 days from the date of receipt of this notice-

As to why the bond executed at the time of the clearance of the goods should not be enforced under section 143(3) of the Customs Act, 1962 and accordingly, the duty foregone along with applicable interest should not be realized from you.

4. In case no reply is received within 15 days, or you do not appear for a Personal Hearing when fixed, the case shall be decided **ex parte** on the basis of available evidence on records.

(AJAY GAUTAM)
Dy. Commissioner of Customs,
DEEC (M. CELL), NCH, MUMBAI-I.

Encl:- As above.

List of Advance Licence issued to M/s DEVASHREE PROCESSORS
pending for EODC

Sr. No.	Licence No.	Date
1	310122501 ✓	01.02.2002
2	310097429 ✓	13.08.2001
3	310114262 ✓	13.12.2001
4	310106745 ✓	18.10.2001
5	310112184 ✓	29.11.2001
6	310099749 ✓	30.08.2001
7	310116684 ✓	31.12.2001