[ **ON Rs.100/- Stamp Paper ]**

**EACH & EVERY PAGE TO BE ENDORSED & SIGNED BY CONSIGNEE & CHA**

**AFFIX STAMP OF AUTHORIZED SIGNATORY (NO ROUND STAMP) ON ALL PAGES**

**MENTION NAME AND DESIGNATION OF SIGNATORY ON LAST PAGE**

**------------------------------------------------------------------------------------------------------------**

***INDEMNITY BOND***

*(For factory/house destuffing)*

To,

M/s. KMTC (INDIA) PVT LTD

Rabindranath Tagore Road,

Plot No 335, I & II Floor, Sector 1A,

Gandhidham (Kutch), Gujarat 370201

(hereafter named as the “Carrier”)

*For the attention of Import Department Manager*

*Re*: CARRIER : KOREA MARINE TRANSPORT CO LTD

CARRIER REFRENCE: -

VESSEL :

VOYAGE :

MBL/HBL : DTD:

IGM NO. :

ITEM NO. :

CONTR NOS :

Whereas for de-stuffing the goods, it is necessary to remove the above-mentioned containers from the CY/ICD to our premises;

Whereas for removal, the Carrier is required to execute an indemnity bond in favour of Indian Customs under Notification No 104/94 to ensure the re-export of the container(s) within 6 months from landing in India;

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the importer agree and undertake for ourselves, our successors and assignees to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage of whatsoever nature whether direct or indirect which you may sustain while containers are in our custody.

We also agree and confirm to abide to the following terms and conditions:

**1. Container Condition**

The importer shall return the container in good and sound condition to the location indicated by the carrier or its agents. A survey will be conducted by your authorised surveyors and their report and findings shall be binding on the importer.

**2. Container Loss or Theft**

In case of total loss or theft of the containers whilst under our custody, we agree to indemnify the carrier or its agents for the container value and for the claim by customs authority to the extent of Rs 271,000/- (Rupees Two Lakhs Seventy One Thousand only) for one 20’ container and Rs 454,000/- (Rupees Four Lakhs Fifty Four Thousand only) for one 40’ container. Reefer Rs. 26,52,000 (Rupees Twenty Six Lakhs Fifty Two Thousand Only).

**3. Container Damage**

We agree to indemnify you or your agents for any repair cost exceeding a minimum amount of Rs 5,000/- (Rupees Five Thousand Only) per container as a result of damage suffered while the container (s) is (are) in our custody. The repair costs will be deemed accepted upon provision of the Estimate Repairs Forms or invoices issued by your depots/company.

**4. Container Detention**

The importer agrees to settle all the detention charges as per the carrier’s tariff till the time the container is returned to the location indicated by the carrier or its agents.

**5. Validity**

This Bond is valid from the date of the agreement and shall be automatically extended till the date of return of the last container to the carrier’s nominated CY/ICD facility/Depot in sound condition and acknowledgment issued for same.

Made at [CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], on [Day\_\_\_\_\_\_\_\_\_\_\_], the [\_\_\_\_\_\_\_] day of the month of [MTH\_\_\_\_\_\_\_\_\_], [YYYY\_\_\_\_\_\_\_\_\_]

For, [IMPORTER COMPANY NAME] For, [CHA Company Name]

Seal of the Company Seal of the Company

Signature (of Authorised Person) Signature (of Authorised Person)

Full Name/Designation Full Name/Designation