(To be drafted on a non-judicial stamp paper of Rs. 500 & signatures of the signatory to be attested by bank)

**INDEMNITY BOND**

***(For factory/house destuffing)***

To,

SEABRIDGE MARINE AGENCIES PVT LTD

AHMEDABAD.

Cnee Name.**SATYAM MARKETING**

Cha: Name: EPT EXIM SERVICES PVT LTD

Date: From-01/01/2022 to 31/12/2022

Whereas for the purpose of destuffing the cargo we the importer/consignee M/s SATYAM MARKETING- wish to remove the above mentioned Container/s from Inland container Depot/Nominated area/Port premises ICD KHODIYAR / ICD BARODA / ICD ANKLESHWAR / ICD SANAND to our factory/warehouse at-C-4C BASEMENT ASTHAVIANYAK COMPLEX DGAH ROAD BARDOLPURA DARIYAPUR AHMEDABAD-380001 (FACTORY ADDRESS), we as receivers /Consignees are executing this indemnity bond in favor of SEABRIDGE MARINE AGENCIES PVT LTD to ensure safe return of the containers.

Now therefore in consideration of your allowing us to take container out for destuffing at our site, and also in consideration of your having executed a Bond with the Customs vide Bond No…..we as importers/ consignee or their agents hereby agree and undertake ourselves and our successors and assignees, to indemnify you against all claims, losses, demands and costs of any nature that may be made by you, in any capacity whatsoever. We hereby agree and confirm to abide by the following terms and conditions:

1. **We, the importer/consignee and/or clearing agent / contractors / transporters and/or their employees or servants shall take all responsibilities and care to ensure that the container/s are kept safe, in sound and usable condition by all whose acts of omission and commission, the importer/consignee and his clearing agent / contractor / transporter, above named are solely liable.**
2. **We the importer/consignee and/or clearing agent / contractors / transporters and/or their employees or servants undertake to indemnify the carrier and/or their agents above named against all damages / loses / liability/ third party liability cost or expenditure suffered or incurred by the movement of container while in possession of the importer, including injury or death of person or loss or damage to property or other person in the process of such movement and destuffing operation**.
3. **We shall return the container in good/sound condition. For this purpose, survey conducted by your authorized surveyor and their reports and findings and their fees thereof shall be binding on us. For any kind of damages caused to the containers while in our possession due to any willful act, negligence by us/our appointed agency or by any third party, other than natural wear and tear, the Repair Cost estimate or the Debit given by you in case of total loss, will be accepted as final and binding on us and paid and reimbursed by us instantly.**
4. **The importer/consignee and/or clearing agent / contractors / transporters and/or their employees or servants indemnify the carrier or the agent for any claim by you/Shipping Line and/or Customs to the extent of Rs 275,000 (Rupees Two Lakh Seventy-five thousand only) per Twenty feet container and Rs 5,44,000 (Rupees five lakh forty-four only per Forty feet container.**
5. **The importer/consignee and/or clearing agent / contractors / transporters and/or their employees or servants shall be liable for container detention after the basic free days from the day the laden import container arrived at the Inland Container Depot/Nominated area/ Port premises till the day the empty container/s returned back to Inland container deport/nominated area/empty storage yard. after factory destuffing, as per the tariff.**
6. **The Importer/Consignee and/or clearing agent / contractors / transporters and/or their employees or servants agrees to return the container in good order and condition at the storage yard designated by**

Seabridge Marine Agencies Pvt Ltd within a period of the agreed free days. The importer is liable to pay detention as per carrier’s tariff after expiry of free time till empty return. And in case of any delay, then till the date the container/s are returned to inland container depot/nominated area/empty storage yard.

1. **For any charges becoming due to you on account of damage to containers, loss, third party liability or detention on container, we authorize you to debit our account and adjust against any security amount or any other amount lying with you in any other capacity or impose lien over any cargo or material in your possession belonging to us till such time the amount due to you is realized completely.**
2. **The importer/consignee hereby confirm that the import cargo does not Contain any contraband and articles in terms of Indian Customs Regulations and that the shippers have not tampered with the cargo for the purpose of concealment of any contraband cargo and would be responsible for all costs and consequences for the same.**
3. **To the extent of the Undertaking and declarations herein and to the extent of the loss and/or damage caused arising out of breach thereof or any consequential or indirect losses/damages caused in respect or furtherance thereof and to the extent of any claims, litigations, damages, expenses and costs as suffered or may be suffered by the carrier/agents by way of noncompliance of any of the undertakings covenants herein or generally any other acts/care/cautions as should have been done and have not been done or cautions as should we been observed and has not been observed or arising out of any of our act or failure to act as a prudent person would do we, subject to the monetary limitation herein agree to indemnify and keep the carrier/agent indemnified.**
4. **We shall keep you harmless and indemnified against any claim, damaged, liability incurred by the movement of the containers while in our custody arising out of injury or death of any persons in the course of such movement and devanning activities, including any legal action by anyone in this regard. Survey will be conducted at our cost at the time of taking delivery of containers by us from port custody and at the time of returning of empty containers to you by your nominated surveyors, the containers shall be returned in the same good order and condition. We here by undertake to notify you in advance of any delay and also pay any equipment detention charges and /or any other legitimate charges that may arise. We further state that in the even of any road accident and violation of any traffic in re-delivery of the containers, to you due to legal complications, police investigation, etc., we will fully pay all container detention charges and container repairing charges in any or any other charges, that may accrue due to such investigation.**
5. **We hereby certify to the best of our knowledge and information, the contents of the container are in conformity with the packing list/invoice in our possession from the exporter/person or organization packing the goods into the container at the port/point of origin and with the import general manifest (with amendments if any made at our request) filed by you with Indian customs, in the event, the carrier will not be responsible for the same. We undertake and agree to indemnify you to hold you harmless and agree in respect of all costs of any obligation, duty, penalty that may imposed on you, particularly those under section 116 of the Indian Customs act 1962.**
6. **Disputes, if any, will be subject to jurisdiction of courts having territorial jurisdiction over your principal working office.**

**Executor/Exeutants/ (*Name of person signing with designation***

***name of firm, address*)**

**Licence no of CHA//** AADCE0916HC001-EPT EIXM SERVICES PVT LTD

DATED-03/01/2022

PLACE: AHMEDABAD