

[ON Rs.100/- Stamp Paper]

INDEMNITY BOND

To:
M/s. SEAHORSE SHIP AGENCIES PVT. LTD
SEAHORSE HOURS 30-32 ADI MARZBAN STREET
BALLARD ESTATE MUMBAI 400 001

[**CHINA UNITED LINE / ASIA LINE / ASJS**]

As agent for the Carrier

For the attention of Import Department Manager

Re: CARRIER:
Carrier Reference : Vsl _____ Voy _____
B/L No: _____ Date : _____
Item No. _____ Contr Nos. _____
IGM No. _____

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

Whereas for the purpose of 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 2,71,000/- (Rs Two Lacs Seventy-One Thousand only) for one 20' container and Rs 4,54,000/- (Rs Four Lakhs Fifty-Four Thousand only) for one 40' container, Refer Rs. 26,52,000/- (Rs. Twenty-Six Lakhs Fifty-Two Thousand Only)

3. 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.

4. 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 [xth] day of the month of [MTH], [YYYY]

For [IMPORTER COMPANY NAME] /
Seal of the Company

For [CHA Company Name] /
Seal of the Company

Signature (of Authorised Person)

Signature (of Authorised Person)

Full Name/Designation

Full Name/Designation