**DEED OF INDEMNITY / INDEMNITY BOND**

**This Deed of Indemnity / Indemnity Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**  A company/firm incorporated under the Companies Act 2013/Partnership Act 1932 bearing Registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and PAN No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ GST No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by its Managing Director/Partner Mr. \_\_\_\_\_\_\_\_\_\_\_, S/o. Mr. \_\_\_\_\_\_\_\_\_\_\_aged \_\_\_\_\_ years,  having its registered office at \_\_\_\_\_, \_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_.  hereinafter referred to as Indemnifier. | Indemnifier / First Party |

**IN FAVOUR OF**

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| **Kanara Chamber of Commerce and Industry**  A not for profit company incorporated under Section 8 of the Companies Act, 2013. having its registered office at Bunder, communication address at P. B. No. 116, Chamber Building, Bunder, Mangaluru – 575 001.  Represented by its President or Manager or Authorised Signatory | Indemnified / Second Party |

WHEREAS the Second Party has been appointed as the recognised agency or body or certifying authority for Certificate of Origin (Non Preferential) as per authority bestowed by the Ministry of Commerce, Government of India, New Delhi, vide Notification No.50-TP(P) (12)/50 dated 3rd November, 1950 Communicated to KCCI by Sri G. S. Sharma, the then Asst. Secretary to Govt. of India. The First Party has been engaging in the business of Custom House Agent/Customs Brokers/Clearing & Forwarding Agent representing various exporters of the region.

NOW. THEREFORE, THIS DEED OF INDEMNITY IS EXECUTED AND WITNESSETH AS HEREUNDER:

1. That in consideration of the Second Party giving/ issuing or authenticating certificate of origin, legalizing invoices and other documents in respect of goods for exportation, presented by the First Party, on behalf of their clients I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, being the Managing Director/Partner/Proprietor of First Party for and on behalf of the First Party hereby agree unconditionally to indemnify and keep indemnified and harmless herein from time to time, at all times hereafter the Second Party and its office bearers including the President, Secretary, Directors, Managers or employees or representatives and agents and all claiming through or under the Second Party in this connection against all losses, claims, demands, proceedings, expenses, costs, and consequences whatsoever on a full indemnity basis which the Second Party may sustain, incur or suffer, or be exposed to in connection to or arising out of the confirmation of authentication of the certificate of origin.
2. I further undertake to indemnify against all actions, costs, suits, legal proceedings, claims, demands, charges, damages expenses

and liabilities of whatsoever nature which the Second Party may sustain or incur by reason of such certification or authentication of

the certificate of origin which may be brought against by them by any government person/s on account of performing such actions.

1. The expressions Indemnifier and Indemnified used herein shall also mean and include their successors in office, successors-in-business, successor in interests, assigns, legal representatives as the case may be to give full and complete legal effect.
2. We HEREBY ENGAGE that all particulars contained in Invoices or other documents presented to the Kanara Chamber of Commerce and Industry by us, on behalf of our clients, for their certification or authentication or legalisation shall be true and accurately set forth, and further that we shall, at all times, INDEMNIFY and keep indemnified the Kanara Chamber of Commerce and Industry and its officials against all claims and demands that may, at any time, be made against them or any of them by reason of issuing or authentication or legalisation of such certificates, invoices another documents as aforesaid.
3. We hereby undertake and guarantee that all particulars contained or to be contained in any application for recommendation for visa, other commercial documents, certificate of origin/invoices submitted by us, on behalf of our clients, to The Kanara Chamber of Commerce and Industry for the purpose of obtaining the Chamber’s recommendation or certificate as aforesaid shall be true and accurately set forth and in particular, we hereby undertake and guarantee that each and every application, certificate of origin, invoices and other commercial documents shall be authentic and that the particulars and value as shown therein shall be correctly specified therein and we further undertake and declare that we agree at all times to indemnify and to keep indemnified The Kanara Chamber of Commerce And Industry and it’s officials against all claims/actions/demands/suits and proceedings which may at any time be made against them or any of them by reason for the issuing or giving of any such certificates as aforesaid.

**IN WITNESS WHEREOF**, We, I hereto have hereunto set and subscribed our/ my respective hands at this day of 2020 at Mangaluru in the presence of the following witnesses.

**INDEMNIFIER / APPLICANT**

**WITNESSES:**

**1.**

**2.**

**SCHEDULE**

Documents enclosed/produced herewith form part of this Deed. They are listed as hereunder.

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| Sl. No. | Date | Brief Description |
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Note: (For reference only - To be removed i.e. Not a part of Indemnity Bond; please provide as applicable)

* If the Indemnifier/First Party is a Sole Proprietor/rix, please provide
  + Aadhaar No.
  + PAN No./ GSTIN No.
  + Details of the Sole Proprietor
  + CHA License No./ Registration Number, as applicable
* If the Indemnifier/First Party is a Partnership incorporated under the Partnership Act 1932, please provide:
  + PAN No./ GSTIN No.
  + Details of Authorised Signatory and the appropriate Resolution passed at a meeting of the Partners (Details as well as a copy to be submitted)
  + CHA License No./ Registration Number, as applicable
* If the Indemnifier/First Party is a LLP incorporated under the LLP Act 2008, please provide duly self-attested copies of:
  + CIN No.
  + PAN No./ GSTIN No.
  + Details of Authorised Signatory, and the appropriate Resolution (Details as well as a copy to be submitted)
  + CHA License No./ Registration Number, as applicable
* If the Indemnifier/First Party is a Company incorporated under the Companies Act 2013, please provide duly self-attested copies of:
  + CIN No.
  + PAN No./ GSTIN No.
  + Details of Authorised Signatory, and the appropriate BOD Resolution (Details as well as a copy to be submitted)
  + CHA License No./ Registration Number, as applicable