INDEMNITY

(To be executed on Rs.500/- Stamp Paper duly notarised)

This deed of Indemnity executed on [DATE] at [PLACE] by having its registered office at, through Mr as the authorized representative, hereinafter referred to as the 'Indemnifier', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative and assignees in favour of Board of Mumbai Port Authority having its registered office at Mumbai Port Authority, Port House, S.V.Marg, Ballard Estate, Mumbai – 400 001, hereinafter referred to as the 'Indemnified', the expression which shall, unless repugnant to the context or meaning thereof, include its successors and assignees.
WHEREAS the indemnified herein is being requested to permit the Indemnifier herein usage of temporary shed in Port subject to compliance of terms and conditions noted in Circular No.TM/D/4-3/08 of 2023-24 dt.04.05.2023 and Policy for erection of temporary shed by Port Users, attached to it.
WHEREAS, in terms of Clause 9(xv) of the policy in the subject matter issued under Circular No. TM/D/4-3/08 of 2023-24 dated 04.05.2023, hereby states that the applicant will be solely responsible for safety and security of the cargo, equipment and material stored in the shed. They will also be solely responsible for safe handling of cargo and compliance of other safety measures in / for the temporary shed.
In terms of Clause 8(ix) of above referred policy, the Indemnifier hereby indemnify the Board of Mumbai Port Authority and its employees against all claims, damages, liabilities and responsibilities arising out of use and occupation of temporary shed
Further, the indemnifier hereby undertake to abide by all the terms and conditions of the policy for erection of temporary shed in Port as requested in our referred application dated
PLACE:
DATE:
(Signature with Name and Designation)
(Company Seal)
WITNESS:
1
2