

*** Please furnish the Indemnity Bond on 500 Rupee stamp paper***
*** In case yearly bond the Vessel / IGM / BL / CONTAINER DETAILS NOT REQUIRE ***

To.

Date :

M/s. HAPAG LLOYD INDIA PVT. LTD.

403 & 404, Satellite Gazebo,
A wing, 4th Floor, Guru Hargovindji Marg,
Andheri - (East).,
Mumbai - 400 093. India.

Dear Sir,

Ex M. V.

IGM No.....Item No.....
MBL No/HBL No
Container No.

Subject - Indemnity for movement of containerized cargo to own nominated CFS for delivery.

We, _____, deal with and are involved in imports of cargo from time to time from various countries, which are shipped into India in containers owned by the Line. We have repeated shipments coming for us through your Principals, Hapag-Lloyd AG. Hamburg (the Line), covered under the various bills of lading issued by the said Line from time to time. We confirm that we are the consignee and the owners of the cargo stuffed in the container/s under the aforesaid bill/s of lading, as may be specified in the delivery orders issued to us from time to time; and accordingly fall within the definition of "Merchants" as defined by the respective bills of lading.

WHEREAS, we intend to take the container/s, covered under the relevant bill/s of lading/delivery order's issued from time to time and of which we would be the holders in due course, from port to our nominated CFS (complete name & address) to We undertake to bear the entire cost of transportation and handling charges for the container/s, from the time of lifting from ICD/CFS terminal till the time of delivery to the premises designated by you. We shall be responsible for all the formalities in connection thereto, with the Customs/Port Authorities and all costs thereof, will be borne by us.

We hereby undertake to deposit such amounts as specified by you from time to time, 24 hours prior to the time of lifting of the container/s from ICD/CFS

premises, for the return of the container/s, in good order and condition at the site/premises nominated by you.

We further undertake to redeliver the containers to you at the premises designated by you. We also undertake to ensure that utmost care is taken by us for the safe transit, handling and redelivery of the container/s and will settle such amount/s as may be assessed by your Surveyors for any damage to the container/s while in our custody.

On our failure to return the de-stuffed container/s within the stipulated period and/or on account of total loss of the container/s, in addition to the container detention charges we also undertake to pay to you, on demand, a sum of Rs. 2,30,000/- (Rupees Two Lakhs Thirty Thousand Only) and Rs. 3,87,000/- (Rupees Three Lakhs Eighty Seven Thousand Only) per 20' and 40' containers respectively, which amounts include the value of the container and the Customs duty thereon.

We further undertake to pay container detention charges as per you Principals, Hapag-Lloyd AG. Hamburg's tariff as follows:

First 5 days free from the general landing date, including Sunday & Holidays and thereafter, container detention charges as follows:

We further agree and confirm that the detention rate applicable will be as per the Hapag-Lloyd Line tariff prevailing at the time the container is discharged at the port / inland terminal which we shall refer and undertake not to dispute the same at anytime.

We hereby agree that the currency rate of exchange will be the rate applicable as determined by Hapag Lloyd Line for converting the amount in Indian currency.

We also agree and confirm to pay other related costs/expenses including Customs fines/penalties, if any.

We hereby agree and undertake to indemnify you against all third party claims, costs, charges, expenses and/or liabilities whatsoever, in the event of any loss or damage caused to the property of any person arising out of the use, operation and/or possession of your container/s by us and/or our servants and/or by our employees and/or by our agents, upon our having taken delivery of the container/s from ICD/CFS premises.

The empty container/s will be returned to your nominated site under survey and necessary receipts will be obtained by us and forwarded to you immediately. We undertake to clear all outstanding charges prior to submission of the receipts to your Office for cancellation of the Guarantee.

This Guarantee / Bond shall into force on the date of it's execution and shall remain valid and current until due cancellation thereof by you; and shall be read in conjunction with all the terms and condition of the respective bills of lading under which we shall take delivery of our consignment from time to time during the currency / validity of this Guarantee. We further confirm that this blanket guarantee/bond is being issued to obviate execution of such bond/guarantee in respect of our individual shipments from time to time.

IN WITNESS WHEREOF, we _____, having our Registered / Main Office at _____ and an office at as above, have executed these presents at _____ on this ____ day of _____, 20__.

Yours Faithfully,

For and on behalf of

Authorised Signatory.