

(Printed on Rs 200/- Non- Judicial Stamp Paper and should be notarized)

INDEMNITY BOND

This Bond is executed on this (DAY) day of (MONTH) ,(YEAR) and Valid till (DAY) day of (MONTH) ,(YEAR) by (COMPANY NAME)

If it is Company

M/s. _____ a Company incorporated under the Companies Act, 1956 and having its registered office at- _____ and Branch office at _____ hereinafter for the sake brevity referred as "MBL Consignee" (which expression shall unless, it be repugnant to the context and meaning thereof, shall mean and include its successors and assigns, associated and affiliated company);

If it is Partnership firm then

M/s _____ a partnership firm duly registered under the Indian Partnership Act, having its office at _____ hereinafter referred as "MBL Consignee" which expression shall unless be repugnant to the subject or context, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors, and assigns on the other Part .

If it is proprietorship concern

Mr. _____, **residing at** _____ **carrying on proprietorship business in the name & Style** _____ having his/her office at _____ hereinafter referred as "MBL Consignee" which expression shall unless be repugnant to the subject or context, include his/her heirs, legal representatives, administrators, executors, successors, and assigns on the other Part .

IN CASE OF GSL OR LNL B/L

In favour of M/s. Star Shipping Services (India) Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at Raheja center-point, 3rd Floor, 294, C.S.T. road, Kalian Santacruz (East), Mumbai - 400 098, (hereinafter called "Carrier") (which expression shall unless, it be repugnant to the context and meaning thereof, shall mean and include their respective successors in title and assigns) acting for and on behalf of its Principals M/s. Gold Star Line Ltd.,

WHEREAS :

1. The MBL Consignee is representing themselves as Forwarder and availing the service of carrier for importing the cargo for which the Carrier is issuing the Master Bill of Lading (hereinafter referred as MBL) acknowledging the receipt of the cargo. The MBL Consignee in turn is issuing the House Bill of Lading (hereinafter referred as HBL) to their HBL Consignee against said MBL.
2. The MBL Consignee confirms that their counter part have entrusted laden container to the carrier on the basis of Full Container Load (hereinafter referred as FCL) and not on the basis of Less Container Load (hereinafter referred as LCL) and accordingly the carrier has issued MBL.
3. The MBL Consignee or his counterpart has undertaken to carry this cargo on LCL terms on their own interest without advice to Carrier at the time of finalizing the transportation of the shipment and accordingly they have issued House Bill of Lading to their Shipper/Consignee.
4. The MBL Consignee have therefore requested the Carrier to file Import General Manifest, (hereinafter referred as IGM) prior discharge of container / cargo in India in the name of their HBL Consignee whose name is appearing on the HBL (hereinafter referred as HBL Consignee) instead of their name so as to enable the HBL consignee or owner of the cargo to comply with custom formalities and to clear the cargo, with effect from _____.
5. The MBL Consignee confirms that mere acceptance of their above request by the Carrier does not absolve the liability or obligation

of the MBL Consignee under the Master Bill of Lading and neither acceptance of such request would enhance any liability of the Carrier towards MBL Consignee/Shipper or HBL Consignee/Shipper.

6. The Carrier basis such request from MBL Consignee relying on the representation made herein above has accepted the request of the MBL Consignee and agreed to provide such facilities subject to adherence and compliance of the following terms and conditions.

The above referred MBL Consignee/Shipper and Carrier shall be individually referred to as "party" and collectively as "parties".

INTERPRETATION

- I) **FULL CONTAINER LOAD (FCL):** FCL means and includes
 - a) One Shipper and One Consignee in one or more container(s)
- II) **LESS THAN CONTAINER LOAD (LCL):** LCL means and includes
 - a) Multiple Shipper's and Multiple consignee's in one container
 - b) One Shipper and Multiple Consignee's in one container
 - c) One or more Shipper's and one Consignee in One container with multiple HBL's.
 - d) One Shipper and one consignee but multiple consignments in one container with multiple HBL
- III) **LADEN CONTAINER :** means and include the cargo is load, stowed and count by MBL Shipper and the container is entrusted to the Carrier seal intact condition.

NOW THESE PRESENTS WITNESSETH.

- 1) The MBL Consignee hereby agrees and confirm that the carrier has accepted the laden container for carriage on FCL basis. The MBL Consignee also agrees and acknowledges that request for filing LCL IGM by any of the HBL consignee under the BL shall not be accepted by the Carrier.
- 2) The MBL Consignee shall request and provide the various details to the Carrier as per the Annexed Format for each MBL so as to enable the Carrier to File IGM in the name of HBL Consignee

against the respective MBL. The MBL Consignee shall make and furnish such request and details on/or before **3 working days** prior arrival of vessel. The MBL Consignee hereby agrees to bear all the cost and expenses in compliance of their request and shall also produce all the documents as may be called upon by the Carrier at any time even after the completion of shipment if necessary.

- 3) The MBL Consignee hereby undertakes, confirm and ensure that all HBL Consignee's shall obtain delivery order from the Carrier at the same time irrespective of factory or dock destuffing.
- 4) The MBL Consignee hereby undertakes to pay all the charges as may be incurred towards appointment of surveyor as may be requested by each HBL consignee at the time of obtaining delivery of cargo and MBL consignee shall also ensure that their surveyor remain present at the time of delivering the cargo to HBL consignee.
- 5) The MBL Consignee hereby agree, confirm and undertakes to pay all the payment to government, all dues which have arisen /will arise against the MBL Consignee and or against HBL Consignee pursuant acceptance or acceding to said request.
- 6) The MBL Consignee hereby agree and undertake to ensure that the HBL consignee shall obtain the delivery order of the cargo within free period or within a maximum limit of 14 days after arrival of cargo (whichever is earlier), hereby further confirmed that in any event the HBL consignee shall obtain the delivery of order of the cargo within 30 days of arrival irrespective of whether the HBL consignee is allowed to take physical delivery of cargo. In the event of any restriction imposed by the government or semi-government authority on obtaining physical delivery of cargo by the HBL consignee, then the MBL Consignee shall ensure and undertake that HBL consignee or by it self is depositing with the carrier the cost and expenses incurred till then immediately on demand without any demur or delay.
- 7) The MBL Consignee hereby agree and confirm in the event of failure on their or their HBL Consignee part to clear the cargo within 30 days and/or to deposit the accrued/accumulated cost and expenses including but not limited to detention and ground rent charges, the Carrier can deal with cargo as per section 48 of Custom Act and/or as per their internal procedure.

- 8) The MBL Consignee do hereby agree to indemnify on demand and hold, save, harmless, indemnified and keep indemnified the Carrier, its Principals and all its Ships and assets , Directors, Employees, Agents and Representatives at all times hereafter from and against all direct and indirect losses, damages, costs, charges including but not limited to detention, ground rent charges till empty return of container(s), penalty, fine, levy, third party suits/claims, expenses and Container repair charges which the Carrier may sustain, incur or suffer or be put to or become liable by reason or as a consequence of such co-operation.
- 9) The MBL Consignee shall defend all the suits/complaints/Notice brought/issued against Carrier, its Principals, Directors, Employees, Agents and Representatives by third party or the consignee itself due to above and hereby agree to indemnify Carrier, their Principals, representatives, Employees and Agents and to hold all harmless, indemnified and keep indemnified in respect of any liability caused with regard to said consignments. Any and all cost, expenses, liability, fine, penalty, etc. arising from or related thereto shall be borne solely and exclusively by MBL Consignee.
- 10) The MBL Consignee shall hereby agree and confirm that the carrier or their principle or their authorize representatives can incorporate their name in any suit, complaints, plaints as may be filed before any judicial or quasi judicial authority by HBL Consignee/Shipper or any third party.
- 11) The MBL Consignee further agrees and undertakes that the Carrier, its successors and assigns may in its /their absolute discretion and without reference to the Company and notwithstanding any discretion to the contrary by the MBL Consignee or any other person on the ground of any disputes as to the liability of the Company, admit or compromise, pay, submit to arbitration any disputes or resist any claims or demands that may be made against the Carrier and that this indemnity shall be available to the Carrier or its successors or assigns in respect of any action or payment which it/they may take or make.
- 12) The MBL Consignee agreed that this indemnity shall be irrevocable and shall remain in full force until all dues and claims

of the Carrier have been paid or satisfied in full and Carrier specifically discharge the same in writing.

- 13) A claim in writing shall be deemed to have been given to the MBL Consignee by sending the same by hand delivery or by registered post addressed to any one or more address(es) recorded by the MBL Consignee hereinabove or known to the Carrier and shall be effectual notwithstanding any change of address which is not notified to the Carrier in writing and such demand shall be deemed to be received by the MBL Consignee in due course of post and shall be sufficient if signed by any one or any one of the officers of the Carrier and in providing such service it shall be sufficient to prove that the letter containing the demand was properly addressed and dispatched by registered post.
- 14) Both the parties have agreed that this deed of Indemnity shall remain valid till the MBL Consignee settles all the claims, Demands, direct and indirect losses, damages, costs, charges, penalty, levy, third party claims, expenses, Container repair charges or Container value.

IN WITNESS WHEREOF the MBL Consignee has set its hands on the day and year first hereinabove mentioned.

<p>Signed and delivered by For and on behalf of MBL Consignee</p> <p>(Name and Designation of Signatory and consignee rubber stamp) Address:</p> <p>Date Place</p>	<p>In the presence of Witness</p> <p>Signature</p> <p>Full Name</p> <p>Address</p> <p>Date Place</p>
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