

(ON THE LETTER HEAD OF THE FORWARDER)

To,
(Name and address of the Carrier)

Dated : _____

Our Ref. No. : MBL No. : _____ Dated _____
Shipper : _____
Consignee : _____
HBL No. : _____ Dated _____
Shipper : _____
Consignee : _____
Container No. : _____

Subject : Requested to file IGM and other Custom and Port related documents in the name of our HBL Consignee i.e M/s.

With reference to the above subject matter we hereby request you to file Import General Manifest (hereinafter referred as IGM) in the name of M/s. _____ (hereinafter referred as HBL Consignee) instead of in our name, as reflected as consignee in the above referred Master Bill of Lading, so as to enable the actual consignee/HBL Consignee or owner of the cargo to comply with custom and other authorities formalities and to clear the cargo.

In view of acceptance of our above request we hereby agree, confirm and undertake as follows;

- 1) To bear all the cost and expenses in compliance of above request by you and shall also produce all the documents as may be called upon by you at any time even after the completion of shipment if necessary.
- 2) To pay all the payment to government and all dues which have arisen /will arise against us and or against HBL Consignee pursuant to your acceptance or acceding to above our request.
- 3) To ensure that the HBL consignee shall obtain the delivery order of the cargo within free period or within 14 days of arrival of cargo (whichever is earlier), hereby further confirmed that in any event the actual consignee shall obtain the delivery 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 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.

- 4) In the event of failure on our or our 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, you can deal with cargo as per section 48 of Custom Act and/or as per your internal procedure.
- 5) We hereby agree to indemnify on demand and hold, save, harmless, indemnified and keep indemnified you, your Principals and all your 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 you may sustain, incur or suffer or be put to or become liable by reason or as a consequence of such co-operation.
- 6) We shall defend all the suits/complaints/Notice brought/issued against you, your Principals, Directors, Employees, Agents and Representatives by third party or the consignee itself due to above and hereby agree to indemnify you, your Principals, representatives, Employees and Agents and to hold all harmless, indemnified and keep indemnified in respect of any liability 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 us.
- 7) We further agrees and undertakes that you, your successors and assigns may in its /their absolute discretion and without reference to us and notwithstanding any discretion to the contrary by us 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 you and that this indemnity shall be available to you or your successors or assigns in respect of any action or payment which it/they may take or make.

- 8) We hereby agree that this indemnity cum undertaking shall be irrevocable and shall remain in full force until all dues and claims of yours have been paid or satisfied in full.
- 9) A claim in writing shall be deemed to have been given to us by sending the same by hand delivery or by registered post addressed to any one or more address(es) recorded by us hereinabove or known to you and shall be effectual notwithstanding any change of address which is not notified to you in writing and such demand shall be deemed to be received by us in due course of post and shall be sufficient if signed by any one or any one of the officers of you 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.
- 10) We agree that this deed of Indemnity cum undertaking shall remain valid till we settles all the claims, Demands, direct and indirect losses, damages, costs, charges, penalty, levy, third party claims, expenses, Container repair charges or Container value.
- 11) We confirm that mere acceptance of above request by you does not absolve the liability or obligation of ours under the Master Bill of Lading.

We enclosed herewith the copy of House Bill of Lading along with the contact details of the HBL Consignee.

Yours truly,

Thanking you,

(Name and Designation of authorized signatory alongwith rubber stamp of Company)