

(BOND TO BE PRINTED ON 100 Rs. STAMP PAPER)

(CONSIGNEE & CHA SIGN IS REQUIRED ON ALL PAGES OF THIS BOND)

To,

M/s Emirates Shipping Agencies (India) Private Limited

Regd. Office at: A-91, Ground Floor (Unit 3), Nagpal Business Towers, Okhla Industrial Estate,
Phase – II, New Delhi – 110020, India.

Branch Office at:

M/s Emirates Shipping Agencies (India) Private Limited

Aura Commercial Building, Office No. S - 3 & 4,
Plot No. 23, Ward 6, Aerodrome Road,
Gandhidham-370201, Kutch, Gujarat, India.

Sub: Bond for transportation of loaded container favoring M/s. Emirates Shipping Agencies (India) Private Limited,
as agents for **M/s Emirates Shipping Line FZE, (DUBAI)**.

BILL OF LADING NO : _____ DATE: _____

CONTAINER NO: _____

VESSEL NAME: _____ VOYAGE: _____

Under IGM NO: _____ DATE : _____ ITEM NUMBER : _____

CONSIGNEE AS PER Bill Of Lading _____

Dear Sir,

This has reference to our import shipment loaded from _____ for discharge at **Mundra** for delivery at
_____ (factory / warehouse name) with details mentioned in the subject.

1. Whereas we intend to transport the above said containers by rail / road from **Port / CFS** premises to our factory / godown / warehouse situated at _____ (factory / warehouse address) and in this connection we hereby undertake to comply with the below-mentioned requirements in order that you may allow for delivery of the above mentioned container(s).
2. We undertake to bear all cost(s) including but not limited to Transportation, Handling charges, repair costs, detention/demurrage charges for the said Containers from the time of Lifting / discharging from container yard or shipside (as may be applicable) till the time of re-delivery of the said container/s to your premises at **Empty yard**. We further confirm to currently have and maintain throughout the duration of this Agreement all licenses and permits necessary for the due performance of our obligations hereunder, including but not limited to those necessary to undertake the responsibility of fulfillment of all formalities of Customs, Port Authorities or any other related authority, prior to such transportation after settlement of all related costs by us. We undertake to be solely responsible for any and all fines, penalties, levies imposed by any statutory, state or governmental body which may be levied on the above mentioned container(s) during their transportation, or while under our custody.
3. We also undertake to abide by the load restrictions as specified under the Provisions of the Motor Vehicles Act 1988 and the State regulations from time to time. We shall be responsible for all the penalties, fines etc. imposed by the concerned authorities for not adhering to the said regulations and for the delay, loss etc. resulting therefrom.
4. We further undertake to redeliver the container/s to you within ____ days calculated from the date of lifting the container/s from **Gujarat State**. Should there be any changes in the time for redelivery mentioned here above, we undertake to keep you informed in writing of such change well in advance and also get collected the Delivery order extension letter on payment of necessary charges. In any event, we

hereby agree and undertake to return the container at your designated site within a period not exceeding 30 days from the date of lifting of containers and in our custody.

5. That we are aware of the Customs regulation to re-export this container within 180 days of landing in India and that you have provided an Indemnity for the same to the Customs. Should we not return the same on time we will be liable for all cost and consequences.
6. Should we not return your containers in the time as specified in clause 4 above, we agree to pay the container detention/demurrage charges towards loss of business opportunities, as per the agreed tariff of your Principal Shipping Line, as indicated below :
 - i) We agree and confirm that the time for making payment of the container detention/demurrage charges along with all duties and levies shall commence from 0.00 hrs. of the date on which the containers are unloaded at the port.
 - ii) Should we fail to return your container(s) due to total loss of container(s) resulting from accidental damage, any lapse under the relevant clauses of this bond which may result in a condition which equates to a total loss or in the event of a theft while the containers are in our custody, we undertake to pay you value of the containers Rs. 2,71,000/- for 20' DV, Rs. 5,41,000/- for 40'DV and HC, Rs. 5,75,000/- for 20'reefer and Rs. 12,50,000/- for 40' Reefer along with the accrued costs as per line's tariff until the time a written letter is received by Emirates confirming the said loss.
 - iii) Further, if we fail to return your container(s) for any reason whatsoever within the time specified under clause (4) above, we undertake to pay via Demand draft, the full container(s) value along with all the accrued charges including but not limited to the detention and demurrage charges as per your tariff.
7. We also undertake to arrange survey of the containers by your surveyors before removal from the Port terminal / nominated site and prior returning the same to you at our cost and ensure that utmost care will be taken by us for the said container/s while in our custody till the time of redelivery of the Container/s. We hereby agree and undertake to inform you in writing as soon as the container/s is returned by us at your designated site and in any event not later than 12 hours from the time of redelivery. Within 72 hours, (excluding Saturday, Sunday and any other holiday) of the receipt of such written information, we request you to carry out the survey of the container/s and damages assessed, if any. The findings of such survey with respect to any cost due for undertaking the repairs arising out of damages to the container while in our custody shall be final and binding on us and shall be borne by us. On receipt of the said survey report, we hereby agree and undertake to pay you such sums as may have been assessed by your surveyor, no later than 7 days after such redelivery of container/s. Incase of any dispute, the same shall be informed to you immediately and no later than 24 hrs of being informed of the said costs and if necessary a joint survey of the damages and its assessment shall be done to the satisfaction and confirmation of both parties.
8. We undertake to place with you a refundable interest free security deposit of Rs 2,71,000/- for 20'DV and Rs 5,41,000/- for 40' DV, Rs 5,75,000/- for 40' HC and @ Rs 12,50,000/- for Special Container/s prior to pick up of the container/s, which will be refunded upon redelivery of container/s to your satisfaction, at the designated site within the time specified in clause 4. We hereby agree that any costs/charges incurred by you, including but not limited to repair costs and or mis-delivery of container/s to any other sites other than your designated site as indicated to us at the time of pick up, detention/demurrage charges, port storage, custom levy/charges as per clause 6, cost of container(s) in the even of total loss of container as per clause 7 can be deducted or adjusted against our security deposit without prior intimation to us. We agree that the adjustment of security deposit shall not absolve us from the remaining dues, cost, repair estimates, detention/demurrage charges etc. and we shall pay the same within 7 days of demands raised by you.
9. We also confirm that the cargo imported does not contain any contraband articles listed and included in The Exim Policy of the Indian government and it's applicability as determined by the Indian Government.

These goods are covered under the OGL. We also undertake to clear all the outstanding charges as mentioned here below prior submission of the receipt {to} your Head Office for cancellation of the Indemnity.

10. We hereby agree and undertake to indemnify, keep indemnified and hold you, your employees, servants and agents harmless from and against any and all costs, expenses, liabilities, fines, penalties, third party claims etc. arising from or related to the injury or death due to an accident to any person and / or damage caused to any property arising out of the use and operation of the container/s while in our (Agents, servants or representatives included) possession.. Any and all such costs, expenses, liabilities, fines, penalties, claims etc. arising from or related thereto shall be borne solely and exclusively by us.
11. In support of our undertaking to pay such above mentioned dues, Demand Draft / Cheque no. _____ dtd _____ drawn on BANK NAME AND BRANCH ADDRESS for Rs. _____ in favour of M/s **Emirates Shipping Agencies (India) Private Limited** signed by Mr./Ms. _____ / Designation" _____ ourselves / our custom house agent M/s. _____ holder of CHA Licence No : _____ is being handed over to your office, to be presented for collection should we fail to fulfill our obligation under this bond.
12. We agree and confirm that any disputes or differences arising in connection with this bond and/or any matter connected therewith shall be subject to the sole and exclusive jurisdiction of the Courts at Delhi/New Delhi only.
13. We understand that the permission to transport the container(s) has been granted to us on the strength of our undertakings to your company as submitted in this bond.

This Bond / undertaking for the above mentioned import shipment is executed on this ____ day of _____, 200__ at _____ (Place).

CONSIGNEE DETAILS

Company Name : -
Name & Designation of authorized signatory : -
Address : -
(Registered office address & List of directors) : -

(Consignee's Signature)

(Consignee's Signature verification from Bank)

I-----holder of CHA License No: -----do hereby undertake that the above stated customer is known to me and I have read all details of this undertaking. This Bond is signed by the actual consignee and in my presence.

Custom House Agent Name : -
License Number : -
Name of the signatory (Rule 9 pass holder) : -
Designation in the company : -
Registered office address : -
Name of the directors : -
Contact details (Phone / Email id) : -