

**D/o Timing : Monday to Friday 10.00am. to 3.00pm.**

**Saturday Closed.**

**To be typed on a Rs.200/- Stamp Paper**

**&**

**Not to take photo copy of this Bond on stamp paper**

TO,

**M/S. INDUS CONTAINER LINES PVT. LTD.**

1<sup>st</sup> Floor D.c. Silk Mills Compound, Chunawala Estate,

Kondivita Road, Andheri (East), Mumbai.

WHEREAS an Import cargo belonging to the Consignee / notifying party \_\_\_\_\_ has arrived by Vessel M.V. \_\_\_\_\_ Voyage No. \_\_\_\_\_ IGM No. \_\_\_\_\_ Item No. \_\_\_\_\_ B/L .No. \_\_\_\_\_ dated \_\_\_\_\_ in Container No. \_\_\_\_\_ and \_\_\_\_\_ at Mulund CFS / Mumbai Old Port / JNPT CFS and,

WHEREAS in pursuance of M/s. INDUS CONTAINER LINES PVT. LTD. allowing us to take the aforesaid \_\_\_\_\_ x 20' and \_\_\_\_\_ x 40' loaded containers from Mumbai/ Nhava Sheva / Mulund-CFS to \_\_\_\_\_ for destuffing the cargo and unloading the same at the Consignee's premises at \_\_\_\_\_ I/We \_\_\_\_\_ son of \_\_\_\_\_ Proprietor / Managing Director / Partner / Director of the Consignee / Notifying Party M/s \_\_\_\_\_ having its address at \_\_\_\_\_ do hereby voluntarily bound ourselves jointly and severally, our heirs, successors in office, executors, legal representatives or assigns to M/S. INDUS CONATINER LINES PVT. LTD. having its office at 1<sup>st</sup> Floor D.c. Silk Mills Compound, Chunawala Estate, Kondivita Road, Andheri (East), Mumbai.

their heirs, successors in office, legal representatives, executors, administrators or assigns by these presents for the due and faithful discharge of the following obligations, formalities and procedures and further undertake to bind ourselves to comply with same:-

**NOW THEREFORE THE SECURITY BOND WITNESSETH AS FOLLOWS:**

1. **THAT** all formalities with customs/ port authorities etc. will be our responsibility and all costs will therefore be borne by us. We also undertake to pay all charges on our account due to non clearance of cargo i.e. detention / demurrage/ ground rent etc. which will be debited to our account and shall pay the such charges before obtaining of final DELIVERY ORDER from **INDUS CONTAINER LINES PVT. LTD.**

2. **THAT** we shall at our cost and risk remove the above containers [after payment of Customs Duty] from nominated site to our premises and return the same to your storage yard within one month from the date of its removal.
3. **THAT** we shall at our cost arrange to survey the containers by INDUS CONTAINER LINES PVT. LTD. surveyors before removal of hereinabove mentioned containers from the nominated site and shall take all reasonable action to ensure that the containers are tendered to us in good and sound condition. On returning the empty containers to M/s. INDUS CONTAINER LINES PVT. LTD., it will be our responsibility to satisfy INDUS CONTAINER LINES PVT. LTD. as to the condition of the container/s is/are in apparently good order and condition, which shall be obtained from INDUS CONTAINER LINES PVT. LTD. appointed surveyor at our cost.
4. THAT in case of any damage to the container/s whilst in our custody, we shall pay the repair cost of damages as estimated by INDUS CONTAINER LINES PVT. LTD. surveyor.
5. **THAT** we undertake to return the empty containers to INDUS CONTAINER LINES PVT. LTD. in the same sound condition as was delivered to us and in case of our failure to do so, we shall be liable to pay the cost of damage and the cost thereof is to be limited to Rs. 2,71,000/- per 20' container and Rs. 4,54,000/- per 40' on \_\_\_\_\_ x 20' and \_\_\_\_\_ x 40' containers respectively and we further undertake to pay the said amount on demand by M/s. INDUS CONTAINER LINES PVT. LTD. without any demur.
6. **a) THAT** we shall be liable to pay for container detention charges / demurrage charges as per the below mentioned standard rates applicable after the specified free days from General landing date (GLD) of the container up to the delivery of empty containers at of M/s. INDUS CONTAINER LINES PVT. LTD. At **ALLWIN MARINE SERVICES PVT LTD OPP SMS 03 DEPOT JASAI GAONNER SMS CONTER YARD URAN RAIGAD 65120124/64503037 MR.PATIL** or at such other place as specified by INDUS CONTAINER LINES PVT. LTD. or its stevedores against a clear quittance and we undertake to pay the same on demand by M/s. INDUS CONTAINER LINES PVT. LTD. without any demur: **1<sup>st</sup> day i.e. GLD to 5<sup>th</sup> day – 5 free days.**  
**1<sup>st</sup> week 6<sup>th</sup> to 12<sup>th</sup> day (both days inclusive) USD 20 / USD 40 per day per 20' / 40'.**  
**2<sup>nd</sup> week 13<sup>th</sup> to 22<sup>th</sup> day (-----"-----) USD 43 / USD 86 per day per 20' / 40'.**  
**3<sup>rd</sup> week 23<sup>th</sup> & above (-----"-----) USD 65 / USD 130 per day per 20' / 40'.**
- b)** In Cases where the free days mentioned in the Bills of Lading/s are more than 5 days, in such cases for calculation of tariff / rates of detention charges the number of free days as the case may be will be first excluded from the respective slots / tariff mentioned in paragraph 6(a) or 6(b) as the case may be and for the balance number of days, detention charges and tariff will be applicable of the respective slabs / tariffs from where detention free days ends.
7. **THAT** we also tender hereby an insurance cover for complete loss/full damage of container in favour of INDUS CONTAINER LINES PVT. LTD. for Rs. \_\_\_\_\_ on \_\_\_\_\_ x 20' and Rs. \_\_\_\_\_ on \_\_\_\_\_ x 40' containers and the same is enclosed herewith.

8. **THAT** to attend all queries raised or settle claims directly with Port authorities, customs, insurance and/or any other statutory body authority at a later date.
9. **THAT** the imported cargo do not contain any goods or articles the import of which has been banned under Indian Customs Act and regulation or under any other law in force in India or under any International law to which India is a signatory/Party.
10. **THAT** we shall keep INDUS CONTAINER LINES PVT. LTD. and the carrier completely indemnified and keep harmless from and against any claims, damages, actions, suits and or any other consequences which may arise from INDUS CONTAINER LINES PVT. LTD. complying with our request.
11. **THAT** to clear all outstanding payments and to make good of the repair Cost of Damage, loses, costs, charges and expenses for the hereinbefore mentioned and contained or any part thereof to M/s. INDUS CONTAINER LINES PVT. LTD. on called upon to do so prior to the Cancellation of this Bond.
12. **THAT** in the event of failure of return the containers within 30 days from the date of removal of containers from the CFS/Port for whatsoever reasons, we shall obtain permission of INDUS CONTAINER LINES PVT. LTD. for extended detention subject to the payment of detention charges as per clause 6 in these presents and production of satisfactory Custom documents necessitating the detention.
13. **THAT** we undertake to produce the original triplicate copy of Bill of Entry duly endorsed by the storage yard within 7 days from the date of return of the empty container along with survey report.
14. **THAT** this Bond will remain in force till such time we comply with our above undertaking and fulfill all requirements of INDUS CONTAINER LINES PVT.LTD. and Customs authorities.

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**NOT TO BE TYPED ON A RS.200/- PAPER**

[ Following documents are to be required at the time of obtaining Final Delivery Order ]

1] Insurance Policy.

2] 1 Blank Cheque (cheque showing NOT OVER AMOUNT will not be accepted) .

3] Bank Verification:-

Authorised signatory to be verified by Bank, CHA & Consignee's Authorised signatory stamp & signature.

4] Bond should cancel within 7 days from empty return date.Else Bond cancellation charges Rs.1500 applicable