

Bankers Guarantee / Letter of Indemnity

To
"K" Steamship Agencies (P) Ltd
Chennai - 600001

Date: -

Dear Sirs,

S.S/M/V _____ V.Voy _____.

Loading Port:

Discharge Port:

B/L NO	Marks & Nos	No of Packages	Description of Cargo	Shipper	Remarks

The above goods were shipped on the above vessel by _____ (us) but the relevant bills of lading have been lost/not arrived.

We hereby request you to issue and release to us (number) new bills of lading ("the new bills") in substitution for the old bills and on the same terms and conditions as the old bills save only for the following details:

(if any changes to the new bill, give details)

In consideration of complying with our above request, we hereby warrant that we are the sole beneficial Owner of the whole of the cargo covered by the old bills, and we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain either directly or indirectly by reason of or arising out of your compliance with our above request;
2. In the event of any proceeding being commenced against you or any of your servants or your agents in connection with your compliance with our above request to provide you or them from time to time with sufficient funds to defend the same;
3. If, in consequence of or arising from your compliance with our request, the above ship or any other ship or property belonging to you or any other ship chartered wholly or partially by you should be arrested or detained or if the arrest or detention thereafter should be threatened, to provide such bail or other security as may be required to

prevent such arrest or detention or to secure the release of such ship or property and to indemnify you in respect of any loss or damage or expenses caused by such arrest or detention whether or not the same may be justified;

4. To produce and deliver to you originals of any of the old bills previously issued for the above goods which shall come into our possession.
5. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity:
6. This warranty and indemnity shall be construed in accordance with the Indian law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of any other District Court in India as you may elect.

Yours
faithfully,

Bankers
Signature

Shippers
Signature