



In consideration of the insured named herein paying to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

GST Invoice No.:2455421684722 DATE: 13/01/2023 PAN: AABCC6633K SAC Code: 997135 SAC Description: Marine, aviation, and other transport insurance services	CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LTD. ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA GSTIN: 27AABCC6633K1ZJ
Policy No	2455/00023480/000/00
Name of the Assured / Insured	MS JAI GAJANAN FOODS
Address of the Assured	BANHER ROAD,BISTAN BISTAN S.O KHARGONE MADHYA PRADESH PIN - 451441 GST No.: 23AJKPA4663Q1ZW
Aadhar No.:	-
PAN No.:	AJKPA4663Q
Period of Insurance	From 10:00 hrs on 10/01/2023 To 23:59 hrs on 09/01/2024
Transit Details	Anywhere in the India to Anywhere in India
Sum Insured (Cargo)	INR 100,000,000.00
Limit Per Sending	INR 10,000,000.00
Limit Per Location	INR 20,000,000.00
Subject Matter Insured	Upon consignment said to contain : All type of Grains, Whole Pulses, Oilseeds Soyabean, Arandi, Sarso
Packing	Standard and Customary
Mode of Conveyance	Air, Rail, Road
Basis of valuation (Cargo)	Invoice + 10%
Deductible/Franchise	INLAND: Cargo - Excess 1% of Consignment Value Subject to Minimum of Rs. 5000 for each and every claim
Basis of Declaration	All dispatches made during the previous month shall be declared within 10th of the succeeding month

Net Premium	INR 20,000.00
CGST (0%)	0.00
SGST (0%)	0.00
IGST (18%)	3,600.00
Stamp Duty	INR 50
Gross Premium	INR 23,601.00

Condition, Clauses and Warranties	As per Annexure Attached
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Consolidated Stamp Duty Paid Vide G.O. Rt.No. 525, Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 23/12/2022.

<b>Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED</b>	<b>Contact No: 8149178773</b>
<b>Code: 200149210153</b>	<b>POSP Aadhaar No.:</b>

Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

Place : CHENNAI	For Cholamandalam MS General Insurance Company Ltd.
Date of Issue : 13/01/2023	Authorised Signatory

Policy Issuing Office : AURANGABAD BRANCH OFFICE
Agent / broker : 201208127508
Client Code : 1010214946850002

Amount : 23601
Receipt No : 1056002541
Date : 10/01/2023

ANNEXURE TO SCHEDULE

CLAUSES

1. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003
2. Private Carrier Limitation of Liability (Inland Transit) Clause
3. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)
4. Labels Clause
5. Cancellation Clause
6. Important Notice Clause
7. Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010
8. Sanction Limitation and Exclusion Clause JC2010/014
9. Voyage Condition Clause
10. JELC Communicable Disease Exclusion (JC 2020-011)
11. Joint Excess Loss Cyber Losses Clause (JX2020-007)
12. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010
13. Limit per Sending (PSL) and Limit per location (PLL)
14. Inland Transit (Rail/Road) Clause 'B' à€ (Named Perils) 2010 (applicable for used/ second-hand/ return transits)

WARRANTIES

1. Warranted shortage from damaged bags to be reckoned by a comparison of weight of similar bags of the same lot arriving sound at the destination
2. Warranted that the goods are transported in closed wagons and/or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water; Otherwise excluding wet damage unless caused due to perils covered under Inland Transit Clause (B)
3. Warranted the load carried by the subject carrying vehicle is within the permissible carrying capacity as per section 113, subsection 3 of MV Act 1988 and as per notification S.O.3467(E) dated 16.07.18. It is further agreed that this this warranty shall be applicable only where overloading is the proximate cause resulting in loss of or damage to insured cargo.

OTHER TERMS AND CONDITIONS

1. OPEN POLICY CONDITIONS: In the event of nil declarations or declarations are less than 70% of the sum insured as per policy, refund will be made after retaining 70% of the premium collected subject to minimum of INR 5,000 (plus GST & stamp duty, as applicable). However in case no case shall refund be applicable under this policy if gross loss ratio exceeds 70% (Gross Incurred claims-both paid and outstanding, divided by Gross utilised premium) Adequacy of Overall sum insured (for all voyages put together covered under this policy) shall be maintained by the Insured at all times in the absence of which all benefits under the policy shall stand forfeited from the date the sum insured becomes exhausted. The Insurer shall have the privilege, at any time during the business hours, to inspect the records of the insured in respect of sendings / turnover falling within the terms of this policy. Each transit shall be declared by 10th day of subsequent month.
2. Used/ Second-hand items/ Return transits, if any, shall be covered as per ICC/ITC à€Bà€™ + War & Strikes/SRCC + Hijack/ Non-delivery of entire consignment. For return transits/ Used/ second-hand items, Basis of valuation applicable shall be Depreciated Market Value.
3. In respect of tail-end transits of CIF/CIP Imports, where coverage for Inland transit, attaches from any Indian Port/ICD/CFS/Airport shall be covered as per Inland Transit (Rail/Road/Air) Clause 'A' 2010 + SRCC subject to satisfactory pre-dispatch survey at port by the surveyor at the insured's cost and all his recommendations complied with. In absence of satisfactory pre-dispatch survey, coverage shall be subject to Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo. (in respect of containerized cargo pre-dispatch survey should be carried out after opening the container). Any pre-existing damages while taking delivery at port/ identified during Pre-dispatch survey stands specifically excluded. For FCL shipments where de-stuffing is done at final destination, Pre-dispatch survey shall not be applicable and coverage shall remain as per Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo
4. Subject otherwise to the warranty, conditions and exclusions of the policy, it is hereby agreed that where coverage restricted to ICC/ITC (B) this policy is extended to cover AOG Perils. AOG Perils covered under this policy is defined as: Loss, destruction or damage directly caused by Lightning, Earthquake, Volcanic eruptions, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation or Land slide/Rock slide.
5. Notwithstanding anything mentioned to the contrary, it is hereby for inland transit claims, where recovery rights are prejudiced shall be settled at 90% of normally admissible claim amount for other than Theft/Hijack losses

EXCLUSIONS

1. Excluding Over-dimensional cargo/Over-Weight Cargo. Over-dimensional Cargo/Over-Weight Cargo defined as: Any item which including packing does not fit inside a standard 40 container or equivalent road trailer, thus having dimensions in excess of 12 m. length and/or 2.5 m wide and/or 2.5 m height. Any item including packing with a weight in excess of 40 MT
2. Excluding loss or damage due to contamination, moisture, liquefaction, sweat, mould, stains, taints, mildew, bacterial, fungal and parasitic infestation, efflorescence and deliquescence unless caused by perils covered under Inland Transit (Rail/Road) Clause 'B' 2010
3. Exclusion of loss arising out of Bursting and tearing of bags
4. Excluding shortage from outwardly sound packages and/or seal intact containers.

The list of Ombudsman details are available on our website [www.cholainsurance.com](http://www.cholainsurance.com).

SURVEY AGENT

Inland

Cholamandalam MS General Insurance Company Ltd  
Aurangabad Branch Office  
Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony,  
Opp. Lms Jeweller Jaina Road, Aurangabad - 431005  
Maharashtra - 431001

SETTLING AGENT

Inland

Cholamandalam MS General Insurance Company Ltd  
Dare House', 2 nd floor, No. 2, NSC Bose Road, Chennai - 600001  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :13/01/2023

Authorised Signatory

Clauses:

1. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
    - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
    - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.
- CL 370

2. Private Carrier Limitation of Liability (Inland Transit) Clause

PRIVATE CARRIER LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

3. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2009/056 (01/01/2009): This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either: 1.1 As per the transit clauses contained within the Policy. OR 1.2 On delivery to the Consignees or other final warehouse or place of storage at the destination named herein, On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation of distribution. 1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge. 1.5 In respect of air transits, on the expiry of 30 days after unloading the subject

matter insured under the aircraft at the final place of discharge. Whichever shall apply 2. If this clause referred to herein specifically provides cover for inland or other goods referred to herein from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

#### 4. Labels Clause

**LABELS CLAUSE** Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

#### 5. Cancellation Clause

**CANCELLATION CLAUSE** All risks ( as described herein ), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice. The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice. Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

#### 6. Important Notice Clause

##### IMPORTANT NOTICE CLAUSE

##### PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

To apply immediately for survey by Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

To take examined delivery from the carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and / or Shortage Certificate from them. If any package appears to be deficient in weight, to take weightment / examined delivery from the carriers and appropriate certificates

To issue notices of claims against carriers, bailees or third parties by Registered Post with Acknowledgement due card.

NOTE.- The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

##### INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the company's representative at port of discharge or destination or if there be no representative of the company the nearest Lloyds Agent.

##### DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.

2. Original or copy shipping Invoices and Packing List and / or weightment notes.

3. Original Bill of Lading and/or other contract of carriage.

4. Survey report and other documentary evidence ( Damage / Non-Delivery Certificate ) to show the extent of the loss or damage.

5. Landing remarks and weightment notes at final destination.

6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage along with copies of Notice of claim on the Carriers / Third Parties and Receipted A/D Card / Postal Registration Receipt.

#### 7. Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010

Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010 As Attached.

#### 8. Sanction Limitation and Exclusion Clause JC2010/014

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. JC2010/014 11 August 2010.

#### 9. Voyage Condition Clause

**VOYAGE CONDITIONS:** EXCLUDING shipments to/through/from Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Somalia, Syria, Yemen and Indian Government prohibited countries &/or Sanctioned Countries, unless agreed by underwriters prior to shipment.

Rail/road Export shipments to Myanmar, Nepal, Bhutan, Pakistan, Bangladesh, coverage shall be restricted to transshipment point at Indian border; in case of Imports coverage shall attach from Indian border. (no coverage inland leg of such countries, unless specifically agreed by underwriter prior to shipment).

In respect of Export shipments to countries in the African Continent/ Myanmar/ Sri Lanka/ Bangladesh or Pakistan coverage shall cease on completion of discharge from Liner Vessel at discharge port (any deviation to be specifically agreed by the Underwriter prior to shipment).

#### 10. JELC Communicable Disease Exclusion (JC 2020-011)

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence there to. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. The disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

#### 11. Joint Excess Loss Cyber Losses Clause (JC2020-007)

1). Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm. 2). Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 3). Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not. 4). For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

#### 12. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

#### RISKS COVERED

##### Risk Clause

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by:

1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,

1.2 any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 caused by any person/s acting from a political, ideological or religious motive.

1.4 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

#### EXCLUSIONS

##### 2. General Exclusions clause

In no case shall this insurance cover:

2.1 loss or damage or expense proximately caused by delay, inherent vice or nature of the subjectmatter insured

2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

2.4 loss or damage or expense caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### LAW AND PRACTICE

This insurance is subject to Indian law & practice.

#### 13. Limit per Sending (PSL) and Limit per location (PLL)

Limit per Sending (PSL): Notwithstanding anything to contrary contained in this contract, the limit of the insurer liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the company and suitable amendments have been made in the policy, insured will be self-insurer and for partial losses condition of average will be applicable at time of claim.

Limit per location (PLL): Notwithstanding anything to contrary contained in this contract, Company liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy. This donates accumulation of all shipments at any one place at any one time, e.g. Intermediate storage, carriers or other go downs, at the port

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :13/01/2023

Authorised Signatory

Whether tax is payable under reverse charge basis - No.

CHOLAMANDALAM MS