

TO
PAN ASIA LOGISTICS INDIA PVT. LTD.
1202, 12TH Floor , Universal Majestic,
P. L. Lokhande Marg, behind RBK International School,
Ghatkopar Mankhurd Link Road,
Chembur, Mumbai-400043

Dear Sir,

Sub : M.V	VOY		
IGM NO.		Item No.	
Container No.		Seal No.	
B/L No.		Date	
POL :		POD :	
Consignee :		Notify	

We, M/shaving our office atbeing the consignee wish to arrange to move the above mentioned loaded(import) containers to our premises << Address to where the container is to be moved >> for destuffing of our import consignment arrived per << F.V.Name & Voy >> under your agency. We hereby undertake to comply with the following requirements in order that you may effect delivery of the the container to us as aforesaid.

1. We hereby confirm and certify that to the best of our knowledge and information, the seal(s) of the container(s) was found in-tact, and that, the contents of the container are in conformity with the packing list / invoice in our possession from our exporter/ person or organization packing the goods in the port / point of origin and with import general manifest (with amendments if any made on our request) filed by you with Indian customs. For shipper packed containers (*where the carrier has not stuffed the cargo, at the port/ point of Origin*), we undertake to hold you harmless and indemnified in respect of the cost of any obligation, duty , penalty that may be imposed on you, particularly those under section 116/ 118 of the Indian customs act 1962 and any subsequent amendments, and/or revisions as on this date

2. We, importer/consignee hereby confirm that the import cargo does not Contain any contraband and restricted/prohibited articles, as per Indian Customs Rules and Regulations and that the shippers have not tampered with the cargo for the purpose of concealment of any contraband cargo. In the event of any such occurrences, in violation of the Govt of India rules and regulations, for whatsoever reason, we shall accept full and complete responsibility, for all costs and consequences for the same and indemnify you , the carrier and /or, the carrier agent
3. The container shall be deemed to have been delivered to us in sound condition and with seal intact, unless we bring to your immediate notice the damage, if any, to the container before taking delivery from the port and/or CFS (*Name of the CFS, as applicable*) for de-stuffing at our premises. We hereby agree and undertake to return the container in sound condition at the site/depot nominated by you.
4. For any kind of damages caused to the containers by the cargo, and/or, caused while in our possession due to any willful act, negligence by us, or our agents, our servants, vendors, sub-contractors, or by any third party, other than natural wear and tear, the Repair Cost estimate or the Debit given by you in case of total loss, or constructive total loss, will be accepted as final and binding on us and paid and reimbursed by us instantly.
5. We hereby agree and undertake to inform you immediately, but not later than within 12 hours, of the container being returned by us at your nominated site/depot. Within 24 hours, or 1 working day(whichever is later) , of the receipt of such written intimation from us, you would carry out survey to assess the condition of the container and cost of repairs arising from any damage to the container(s), caused by the cargo, and/or, whilst in our possession. Repair estimates by your depot, as per your tariff, thus prepared post such inspection/survey at your site/depot, shall be final and binding on us, even though we may not be present during the survey. On receipt of the said survey report and/or repair estimate, we hereby agree and undertake to pay you, without demur, such sums as per the Repair estimate and/or survey report, forthwith. The assessment of such damages will be advised to us, by you, to us, within 5 working days of the date of empty container return to your nominated site/depot.
6. In case of any dispute on account of the repair costs intimated to us, by you, we shall request you in writing, for a joint survey, within 1 working day of receipt of your repair estimate, for reconfirmation of the damages to container. In the event we do not communicate our desire for a joint survey within 1 working day of being advised of the repair cost , we shall accept the repair cost as per your depot estimate/survey report, and make the payment, unconditionally. Further, we hereby agree and confirm that, the scope of the joint survey shall not be, for disputing the cause/extent, and/or nature of the damages, or repair cost thereof , but , to satisfy ourselves that such damages were reported by your depot factually. In the event of the joint survey findings are disputed by our surveyor, we understand and confirm that your depot estimate/survey report shall prevail and repair costs would be paid as per your demand.
7. We as the importer/consignee, or our agents/servants, transporters, or any third-party, shall not withhold your aforesaid containers beyond reasonable period of time(i.e more than 10 days from the date of taking delivery), for the purpose of de-stuffing at our premises and agree to keep you informed about the whereabouts of the container(s) and progress of de-stuffing, expected date of empty return etc.
8. We, as the importer/consignee on behalf of ourselves, our servants, agents, vendors, sub-contractors or transporter, or, any other third party entity, shall take full and complete responsibility and care to ensure that, while in our possession, the container(s) are kept safe, in sound and usable condition. Damages if any caused for whatsoever reason including any acts of omission and/or commission, by ourselves as the importer/consignee, and/or our agents, servants, vendors, sub-contractors or transporters, or, any third party entity, we as importer/consignee, shall accept sole responsibility for, full and complete liability for such damages.

9. We, as the importer/consignee on behalf of ourselves, our servants, agents, vendors, sub-contractors or transporter, or, any other third party entity, shall indemnify the you, as the carrier or your agents, for any claim by you as the carrier/agent, and/or Customs to the extent of Rs 275,000 (Rupees Two Lakh Seventy five thousand only) per Twenty Feet container, Rs 5, 00,000 (Rupees five lakh only per Forty feet Container, INR.500,000 (Rupees Five Lakh only) per 20 OPEN TOP OR FLAT RACK Container, and INR.10,00,000 (Rupees Ten Lakh only), per 40 OPEN TOP or FLAT RACK Container, excluding customs duties/penalties.
10. We, as the importer/consignee on behalf of ourselves, our servants, agents, vendors, sub-contractors or transporter, or, any other third party entity, hereby undertake and agree that in case if the container(s) is/are, lost whilst in our custody then we shall immediately inform the your Company along with a copy of FIR/ Police complaint etc.. and shall also pay the cost of each container and the customs Duty and any other taxes (as per govt. law) applicable on each container as per value in clause 7 above.
11. We, as the importer/consignee on behalf of ourselves, our servants, agents, vendors, sub-contractors or transporter, or, any other third party entity, hereby confirm acceptance of full and complete liability arising from any missing lost, or damaged parts/ accessories of special equipment like Open Top, Flat Rack, Platform containers, etc... , while engaged in carriage of our cargo, and/or while in our custody and agree unconditionally, to payment for such missing/lost /damaged containers and/or, it's accessories on demand and without demur.
12. We, as the importer/consignee on behalf of ourselves, our servants, agents, vendors, sub-contractors or transporter, or, any other third party entity, hereby agree and undertake to indemnify you against all claims, cost, charges, expenses, and any consequences arising from any third party liability including, injury, death and/or disability to any person or persons, due to any accident , during the movement, operation, handling, of the containers, while same are in our or our agents/servants/transporter's custody. The containers should be deemed to be under our control until such time you are in receipt of direct written confirmation of safe receipt of the containers in good order, by your notified facility/depot.
13. For any charges becoming due to you on account of container detention, loss, and/or damage and/or third party liability, arising from whatsoever reason, we hereby agree to make payment of the charges, without demur, and further, authorize you to take necessary steps to protect your interests, including the right to debit our account and adjust against any security amount or any other amount lying with you, in any other capacity or impose lien over any cargo or material in your possession belonging to us, including any subsequent shipments till such time the amount due to you is realized completely.
14. If the dues are not settled within 5 days of intimation to us, we as the importer/consignee, hereby, authorize you to adjust our, and/or our clearing agent's security deposit and/or en-cash the security Cheque without any prior intimation to us and we confirm that, our bankers would honor the same without any delay or demur.
15. We, as the importer/Consignee undertake to produce the Original Triplicate copy of the Bill of Entry duly endorsed by the Gate office at the Inland Depot/Nominated area/Empty storage yard. Within 7 days from the date of return Of the container/s along with survey reports.
16. We understand and confirm that, we shall be liable for container detention charges after the first 5 free days, from the date on which the containers were discharged, at **Nhavasheva, JNPT (Name of POD/ICD)** port. If the containers are not returned by us to your assigned site/depot, within the free period allowed as above, we confirm acceptance of payment of the container detention charges as per Line's tariff. We confirm receipt of Line detention tariff through the CARGO ARRIVAL NOTICE.

17. To the extent of the Undertaking and declarations herein and to the extent of the loss and/or damage caused arising out of breach thereof or any consequential or indirect losses/damages caused in respect or, furtherance thereof and to the extent of any claims, litigations, damages, expenses and costs as suffered or may be suffered by the carrier/agents by way of non compliance of any of the undertakings covenants herein or generally any other acts/care/cautions as should have been done, and have not been done or cautions as should have been observed and has not been observed or arising out of any of our act or failure to act as a prudent person would do we, subject to the monetary limitation herein agree to indemnify and keep you as the carrier/agent or your servants, indemnified.

Notwithstanding anything contained above, we hereby agree and undertake to return the container at your nominated site/depot, within 30 days from the date of delivery and make full payment of all charges by demand draft/bank transfer, prior to empty return.

In support of our undertaking to pay the above dues, *cheque No. << Number >>for Rs. << Amount >> in favour of PAN ASIA LOGISTICS INDIA PVT. LTD.* is being handed over to your office. We understand and consent that the cheque would be presented for collection after with or without prior notice to the party signing the cheque and/or the consignee(ourselves) and/or our clearing agent.

Further we agree and undertake to furnish to you within one week of the return of the containers at your nominated site, the documents endorsed by the (POD name to insert)..... custom showing the dates on which container was removed and returned.

This Bond / letter will remain in force until we comply with our above undertaking and fulfill all Your / customs authorities requirements.

Signed, sealed and delivered
On this day of :
By :

(Signatory's identity and signature Verified by below)

Signature :

Name

Designation :

Bank seal/stamp