**Undertaking for CY container by consignee**

M/S SeaLog (Private) limited

**Karachi.**

**Vessel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VOY : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**B/L NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Container NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IGM & Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Index NO : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Consignee / Notify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**In consideration of your allowing us to obtain delivery of above mentioned container/s along with goodsthere in cleared by our clearing agent M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For de stuffing at consignee’s premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, We hereby undertake and guarantee to return the empty container/s within \_\_\_\_\_days in the same sound condition, as received by us from the terminal. We further confirm that the container will be de-stuffed will be immediately and will not used as storage unit at our site or any bonded warehouse.**

**We also accept total responsibility and hereby indemnify you against all liabilities / costs/ duties / saleatax / fine / penalty. If imposed by the customs or port authorities due to our taking out the said container/s from port area for de-stuffing at our premises and not returning the same within the specified period mentioned herein .**

**We aloso undertake to keep you, the owners of the container/s and vessel harmless against all consequences, what so ever , and agree to pay on demand all charges & dues. Furthermore we authorize the carrier to settle/adjust detention/damage (if any) from our security deposit if the same is not settled within one week from the time of empty return**

**Thanking you**

**On Behalf of**

M/S. Riazeda (Pvt) Ltd.

105-111, 1st Floor Chapal

Plaza Hasrat Mohani Road,

Karachi.

**REF:** VESSEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_B/L:\_\_\_\_\_\_\_\_\_\_\_\_\_

 INDEX NO:\_\_\_\_\_\_\_\_ CONTAINER NOS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

In consideration of your allowing us to obtain delivery of containers, owned or leased by

Carrier stuffed with goods shipped under above mentioned Bill of Lading for de-stuffing

at consignees premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We “M/S.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_consignee. Clearing agent (strike out whichever is not

Applicable) for this Consignment, hereby solemnly declare and submit that:

1. We will return all containers to your nominated yard at **KARACHI** within **14** day from the date of gate pass in sound condition as received by us from your terminal and in case of any damage sustained by the containers by whatever reason or is lost during the time the containers is/are in our custody, we accept full responsibility for the same and undertake to pay damage charges / full cost of container as determined by carrier.
2. We take full responsibility to return the empty container after removal of any IMO Labels if already found pasted on the container at the time of taking delivery from the terminal. We undertake to bear all cost / consequences if it is found at any stage that IMO Labels had not been removed at all or in a proper manner before delivering the empty container to the respective empty depot.
3. We will notify you in writing if these container is/are retired by us beyond the period as stated in Para 1 above within three days from the expiry of this period and pay in advance further security deposit/detention sufficient to cover in full dues accruing for the additional period container are expected to stay with us, or any other amount / charges as demanded by you or your Principals.
4. We undertake to pay in full detention charges / rent clearing and repair cost if any, in respect above stated containers accrued as per carrier’s detention charges tariff / schedule within ten days from the date of invoice.
5. We also accept responsibility and agree to indemnify you against all cost, duty sales tax, fine, penalties, if any, imposed by the port / custom authorities due to our moving containers from the port area for destuffing at our premises.
6. We jointly and severally stand responsible and liable to comply with all above terms and in case of non compliance to all or any of these terms, undertake to indemnity and bear all cost, charges and losses suffered by your or carriers.
7. We further authorize you / carrier and declare that you / carrier, at your sole discretion and without any notice. Can apply / adjust any amount paid by all or any of us against this or any bill of lading, on account of security deposit or any other account, against detention charges, container damage changes losses or any other cost and charges incurred by you in connection with above noted containers remaining unpaid for more then 15 days from the date of invoice. We also agree and accept your lien / claim on our future shipment and authorize you to hold delivery of the same until the time, all charges and costs due to you / carrier in respect of above noted consignment are fully paid.

 Signature & Seal of Clearing Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Dated:\_\_\_\_\_\_\_\_\_\_

M/S Cosco-Saeed Karachi(Pvt) Ltd.

Ahmad House 34 A/4,

Lalazar Drive, Beach Hotel Road,

Karachi-74000, Pakistan.

 MV VOY : STADT MARBURG Arrived 28/05/2015

 B/L No: SZX 15040175 IGM: 182 Index No: 463 Container No: TTNU4485280

Dear Sir,

In consideration of allowing us to delivery of container, owned or leased by carrier stuffed with goods shipped under above mentioned Bill of lading for De-stuffing at consignee premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . We, \*NVOCC, consignee, clearing agent (\* Strike out whichever is not applicable) for the consignment, hereby solemnly declare and submit that.

1, We shall return all empty container(s) to your nominated container Yard at \_\_\_\_\_\_\_\_\_\_\_\_\_ subject to the line nomination mentioned on gate pass within \_\_\_\_\_\_\_ days from the date of gate pass in sound condition as received by us from your terminal and in case of any damage sustained by the container(s) by whatever reasons or is lost during the time of container(s) is / are in our custody , We accept full responsibility for the same and undertake to pay damage charges / full cost of container as determined by carrier.

2, we take full responsibility for return of the empty container(s) after removal of any IMO labels if already found pasted on the container at the time of taking delivery order from the terminal. We undertake to bear all cost / consequence if it is found any stage of that IMO labels had not been removed at all or in a proper manner before delivering the empty container to the respective empty depot.

3, We shall notify in writing if these containers is/ are retained by us beyond the time as stated in Para 1 above Within three days from the expiry of this period and pay in advance further security deposit / detention sufficient to cover in full detention dues accruing for the additional period container are expected to stay with us , or any other amount / charges as demanded by you or your principals.

4, We undertake to pay in full detention charges / rent, clearing and repair costs if any, in respect of above stated container(s) accrued as per the carriers detention charges tariff / schedule within ten days from the date of invoice.

5, We also accept responsibility and agree to indemnify you against all costs, duty sales tax, fine, penality, if any imposed by the port / custom authorities due to our moving containers from the port area for de-stuffing at our premises.

6, We jointly and severally stand responsible and liable to comply with all above terms and in case of non compliance to all or any of these terms, undertake to indemnify and bear all losses suffered by you or carrier.

7, We further authorize you / carrier and declare that you/ carrier, at you sole desecration and without any notice, can apply / adjust any amount paid by all or any of us, against this of any other bill of lading, on account of security deposit or any other account against detention charges, container demurrages, losses or any other cost and charges incurred by you in connection with above noted container remaining un-paid for more than 15 days from the date of invoice. We also agree and accept your lies/ claims on our future shipments and authorize you to hold delivery of the same until the time, all charges and costs due to you / carrier in respect of above noted consignment are fully paid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consignee: Abbasi Traders Clearing Agent : King Enterprises