**(To be printed on Rs. 500 stamp paper purchased by respective Importer/ Consignee & signatures of the authorized signatory to be attested by bank)**

**Letter of INDEMNITY**

Date:

To
OCEAN NETWORK EXPRESS (INDIA) PVT. LTD.

3rd Floor A-Wing, Fulcrum, Hiranandani Business Park

Sahar Road, Andheri (East), Mumbai - 400 099

**Subject: Letter of Indemnity for taking a delivery of container/s directly from Nhava Sheva – CY to ………………..CFS.**

Bill of Lading Number: B/L Date:

Container Numbers:

Gross weight:

Number of Packages:

Cargo Arriving on Vessel: Voy:

Consignee:

CFS Code for Customs EDI:

CFS Codes for Terminals: GTI……., JNPT………, NSICT………

We…………………., the consignee or legitimate holder of the subject mentioned Bill of Lading/s to claim delivery of the container/s above, are willing to take a delivery of the above container/s directly from Nhava Sheva port **(JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY)** (“Port CY”) to the Container Freight Station……………. CFS (“Consignee Preferred CFS”) instead of from your nominated CFS. However, we do not have permitted status from the customs office to take a direct port delivery. Therefore, we hereby request you to indicate Consignee Preferred CFS in your manifest submission (the IGM/ IAL) so that we can take a delivery directly from Port CY to our nominated CFS subject to our completion of all your requirement to issue Delivery Order, including but not limited to (a) original BL surrender and (b) settlement of all freight and charges (c) Letter of Indemnity on INR 500/- stamp paper from preferred CFS before the vessel arrival to the port as mentioned above. In consideration of your acceptance of this request we hereby undertake and guarantee you the following:

1. We shall, at our cost and risk, take a delivery of the above container/s, after completing all formalities including but not limited to Customs, Port Terminal and CFS authorities, from Port CY within its free time period and return the empty container/s to your container storage Depot within 15 days from the date of discharge from the vessel.

2.  We hereby agree that the container movement from Nhava Sheva port (**JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY**) to the Consignee Preferred CFS until the empty container/s return to your storage yard or other location notified by you shall be arranged by us at our own risk and cost. The responsibility of you and the carrier you are working on behalf shall ceases upon container/s gate out from Nhava Sheva port **(JNPCT / NSICT / GTI / NSIGT / BMCT Terminal CY)**.

3. We hereby agree to indemnify and hold you, the carrier you are working on behalf and its servants and agents harmless in respect of any liability, loss, damages or expenses of whatsoever nature whether direct or indirect which you may sustain in relation to your acceptance of this request.

4. In case any damage to the container is found by you or your container storage Depot at the time of empty container return, we agree to compensate such damages as per estimate by the container storage Depot without objection.

5. In case we fail to take a delivery from Port CY within free time period as per our undertaking and guarantee in section 1 above, we shall pay any extra cost at your side including reasonable legal expense immediately upon your demand.

6.   In case we fail to return the container/s within applicable free days (5 Days – Dry, 1 Day – Reefer) from the date of discharge from the vessel as per our undertaking and guarantee in section 1 above, we shall obtain the necessary permission from you and Customs authorities to retain the container/s with us for another TEN (10) days by paying any extra charges, including but not limited to detention charge for such TEN (10) days period as per your prevailing tariff which is not refundable even if the container/s are returned earlier. However, we will make our efforts to return the container/s at the earliest possible.

7. Without prejudice to our indemnify under section 3, we indemnify and assure to pay to OCEAN NETWORK EXPRESS (INDIA) PVT. LTD., for all claims arising from damages resulting in damage or total loss of container, its value as well as the Customs Duty imposed along with administrative charges and GST.

8. This Letter shall be governed by and construed in accordance with laws in force in India and each and every person liable hereunder shall at your request submit to the jurisdiction of Court of Mumbai, India.

For (CONSIGNEE’S NAME & ADDRESS) (As per MBL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:

Designation:

Date:
Place:

Note:

* The said LOI has to be signed and stamped by the Authorized Signatory / Director / Partner of the Customer.
* The Signature to be verified by the bank. Colour Scan copy to be attached.