To be printed in Rs. 100/- Stamp Paper

 signatures of the authorized signatory to be attested by bank)

This Agreement is executed on this day **01st day of April, 2020** by and between

M/s Trans Asian Shipping Services (P) Ltd.,

Unit no.351,5th floor,bldg no.3

Solitaire Corp Park

Andheri Ghatkopar Link Road,

Chakala Andheri East Mumbai – 400 093

 represented by its Authorized Signatory, Mr. (Arun Kochakkan) (hereinafter referred as First Party

And

**M/s Consignee Name &**

**Full Address**

Represented by its Authorized Signatory, (name , Designation ),…………………………. Having company Pan Number (The Second party, herein after called as 'Second Party)

Whereas the Second Party on the course of there business require import containers owned by the First Party landed atNhava Sheva in there account as Consignee from various destinations , intended to take and transport by road from Nhava sheva to the Factory/Go down/Office of the Second Party situated at **…………………… .** . In order to facilitate the same the Second Party shall agree to abide the following conditions.

1. This Laden container transportation agreement will be valid for period **January 2021 – December 2021**. for all the shipments arriving to Nhava Sheva.
2. The Second Party undertake to bear entire cost(s) including but not limited to cost related to Transportation, Handling charges for the said Containers from the time of Lifting / discharging from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (container yard or shipside, whatever applicable) till the time of re-delivery of the said container/s to the premises designated by the First Party.
3. The Second Party confirms that the import cargo does not contain any contraband articles listed and included in Indian Customs Act.
4. The Second Party hereby undertake that the Container (s) is/are deemed to be in good / sea worthy condition unless any defect is notified by Second Party in writing, while taking delivery of the laden container.
5. The Second Party undertakes to ensure that utmost care will be taken while the Containers are under there possession.
6. The Second Party hereby undertake that they shall hold **only …..........x 20' or …..........x 40'hc** or equivalent units at any given point of time and the Second Party shall not ask for the release any more units beyond the above limits on the basis of this Agreement
7. The Second Party undertakes to pay Rs. 2,75,000 / 20 DV Rs.5,50,000/ 40’ HC and Rs \_\_\_\_\_\_\_\_ for Special Container/s which includes the value of Container/s and Custom levy payable by First Party on demand in case Second Party fail to return the Container (s) within the requisite time limit or due to total loss of the Container (s).
8. In addition to the above, Second Party undertake to pay a refundable security deposit of …………………for 20’DV and Rs………………..for 40’HC and @ Rs \_\_\_\_\_\_\_\_ for Special Container/s by way of ……………………..(Mode of payment) prior to pick up of the container/s, which will be refunded upon redelivery of defect free empty container(s) at the designated site.
9. The Second Party agrees that they shall maintain throughout the duration of this Agreement all licenses and permits necessary for the due performance of all obligations hereunder, including but not limited to those necessary to undertake the responsibility of fulfillment of all formalities of Customs, Port Authorities or any other related authority, prior to such transportation.
10. The Second Party undertake that they shall avail necessary and valid insurance cover from a qualified and competent Insurance Provider for the laden as well as empty Container (s) covering all our risks including but not limited to the value of the Container (s), accident to, injury to and/or loss of life of any person (Agents, servants or representatives included) and / or damage caused to property arising out of the use and operation of the container/s while in Second Parties possession.
11. The Second Party redelivers the container/s to First Party within 7 days. Any changes on the redelivery date of Empty Containers shall be indicated from time to time prior delivery of such container/s calculated from the date of lifting the container/s.
12. Further if the Container (s) is/ are not returned within the free time allowed by the First Party to the receiver at the port of Discharge, we undertake to pay Container (s) detention/ demurrage charges to the Carrier as per Carrier’s tariff, in case of total loss of Containers. We will be liable for the payment of container detention charges besides demurrage and all duties and levies
13. All the damages assessed by the Surveyor(s) deputed by First Party for any damages to the container (s) while in Second Part custody will be settled without any objection and the charges for repairing the Containers will be settled across the invoice raised by the First Party.
14. Any damage notified by the First Party and the same is not notified by the Second Party, then the expenses/costs/charges incurred due to such damages shall be debited against and recover from the Second Parties account. The First Party reserves the right to realize /deduct such amounts from the Security Deposit of the Second Party without any notice.
15. The second Party hereby agrees and undertakes to inform First Party in writing as soon as the container/s is returned by Second Party at the designated site and in any event not later than 12 hours from the time the said container is returned at the above site. Within 48 hours of the receipt of such written information, the First Party has to carry out the survey of the container/s and damages assessed, if any. The findings of such survey with respect to any cost due for undertaking the repairs arising out of damages to the container whilst in Second Party custody shall be final and binding and borne by Second Party. On receipt of the said survey report, Second Party hereby agree and undertake to pay First Party such sum (s) as may be due assessed by the surveyor. Incase of any dispute, the same shall be informed to First Party immediately and if necessary joint survey of the damages and its assessment shall be done to the satisfaction and confirmation of both parties.
16. The Second Party hereby agrees to indemnify the First Party with respect to any theft/damages so caused to the containers during the possession of the containers by the Second Party.
17. The defect free empty Container (s) will be returned to First Party nominated depot or any other place as designated by First Party for survey. Necessary receipt will be obtained by Second Party and forwarded to First Party immediately
18. The Second Party hereby agree that any costs incurred including but not limited to repair costs and or wrong delivery of container(s) to any other sites other than First Party designated site indicated at the time of pick up, will be deducted or adjusted against Second Party security deposit without prior intimation.
19. The Second Party undertakes to clear all the outstanding charges prior to the cancellation of this Agreement.
20. The Second Party indemnify and hold First Party includes its employees, servants and agents harmless from and against any and all cost, expense, liability, fine, penalty, etc. arising from or related to the death due to accident to any person (Agents, servants or representatives included) and / or damage caused to property arising out of the use and operation of the container/s while in Second Parties possession. Any and all cost, expense, liability, fine, penalty, etc. arising from or related thereto shall be borne solely and exclusively by Second Party .
21. Detention Tariff Rates

|  |  |
| --- | --- |
| **Period** |  **Cost Per Day (USD)** **20’ 40’** |
| First 5 Days | 0 | 0 |
| Day 6 To Day 12 | 25.00 | 50.00 |
| Day 13 To Day 19 | 50.00 | 100.00 |
| Thereafter | 75.00 | 150.00 |

1. In any event, the Second Party hereby agrees and undertake to return the defect free empty container(s) at First Party designated site within a period not exceeding 30 days from the date of delivery of containers.

This Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_\_, 2021 at \_\_\_\_\_\_\_\_\_\_\_\_\_(Place) in presence of the following witnesses:

First Party

Second Party

# Witnesses

1…………………………..

…………………………….

…………………………….

2……………………………

……………………………..

……………………………..