

MODEL AGREEMENT FOR STORAGE/HANDLING OF STOCKS AT RWC.....OF THE DEPOSITORS ON RESERVATION BASIS.

This agreement entered into this day ofat..... (place) between Central Railside Warehouse Company Limited, Railside Warehousing Complex(Address) hereinafter called the First Party represented by its Terminal Manager which term wherever the context so arises shall always mean and includes its successors in interest, administrators and assigns thereof.

AND

.....(Name and address of depositors) represented by their authorised representative..... hereinafter called the Second Party which term wherever the context so arises shall always mean and includes their successors in interest , administrators and assigns thereof.

1. Whereas the First Party has agreed to the request of Second Party for reservation ofMT/sqm. mtrs area space of handling and transit storage of their stocks at RWC.....for the period from to
2. Whereas the First Party has made it clear to the Second Party that the reservation shall be subject to the availability of space on "First Come First Served basis" and the stocks shall be handled/stored at the RWC on "said to contain" and "said to weigh basis".

Now, both the parties have consented that the following terms & conditions shall be implied for the handling & transit storage of stocks in question at the RWC.

- i. As the warehousing facilities at RWC is of transit nature to rail borne cargo and has been designed keeping in view the requirement of rake handling and not as a warehousing structure for long term storage hence, CRWC shall accept/handle the stocks at RWC on the same principles/procedures as applicable in case of the Railway goods shed operations.
- ii. The reservation will be made in terms of complete months for the quantity as may be indicated by the Second party for storage/handling of stocks at the RWC.....
- iii. The reservation will be made for minimum 1000 MT for an initial period of three months for which storage charges shall be paid in advance. The stack height of the commodity to be handled shall be determined by the Terminal Manager, RWC..... Reservation norms shall be on the basis that 150 MT stock shall occupy 100 sqmt. Area.
- iv. Notwithstanding the reservation of any specified quantity by the Second Party, it will be the discretion of Terminal Manager to store the goods in such a place and manner as he deems fit. The decision of Terminal Manager in this regard will be final and binding on the Second party.
- v. Subject to the availability of space, the extension of reservation will be granted for not less than one month on payment of storage charges for the quantity for which extension is asked for, at least two weeks before the expiry of initial period of the reservation. For the purpose of reservation , period of one month will be determined with reference to the date of reservation till the date preceding the date of reservation in the next month (for example 7th Sept to 6th Oct.)

- vi. The extension of the reservation shall be made before the expiry of the initial or extended period of reservation as the case may be for the total period of reservation. If however, the extension is asked for after the expiry of initial period or extended period of reservation, it will be treated as a fresh reservations and accordingly terms & conditions applicable for fresh reservation shall apply.
- vii. In case the reservation is not extended during the currency of reservation, the quantity , if any, held in storage after the expiry of reservation period will be treated as ordinary deposit and storage charges at the rates applicable for storage of stocks on general terms and conditions for the time being in force shall be payable.
- viii. The period of reservation beyond initial period of three months can be curtailed or cancelled by either of the party by giving one months notice in writing provided that where the notice falls short of one month, storage charges for the period by which notice falls short of one month, shall also be payable by the Second party.
- ix. The second Party shall clearly indicate the name of commodity to be handled stored in the reserved space. In case subsequently the Second party wants to handle/store the commodity other than that it should be brought to the notice of First party well in advance to chalk out the plan accordingly for proper handling/storage of the same including requirement of space depending upon the nature of commodity to be handled/stored.
- x. The storage charges shall be payable by the second party for the entire space reserved at the prescribed rates irrespective of whether the space remains totally or partly un-utilised during the period of reservation.
- xi. The second party shall pay month to month advance storage charges for the space/capacity reserved. The advance paid in excess, if any, will be adjusted at the time of delivery of stocks.

- xii. If the goods are received over and above the reserved capacity or are required to be stored outside the reserved space, the second party shall pay the storage charges for that quantity at normal rates as notified by CRWC for storage of stocks under general terms and conditions.
- Xiii CRWC undertakes to exercise reasonable care and diligence required for keeping the goods & ensuring its security and safety during the period of storage of the stocks remains in its custody till it is cleared/ dispatched/ delivered. The liability of CRWC will be limited to the value of goods under insurable risks on the date of deposit of goods in the RWC or on the date of occurrence of the loss whichever is less. However, the liability of CRWC Ltd. Shall be limited to the extend insurance company settles the claim. In no case liability of CRWC Ltd. will exceed the amount of insurance claim settled unless there is direct default proven on CRWC Ltd.
- Xiv The rate of transit storage & other charges as per effective tariff from time to time shall be applicable to the particular consignment as under.
- a) Transit storage charges –
 - b) Insurance & Documentation charges-
 - c) Handling operation charges
 - d) Any other charges for specific operations wherever necessary.
- Note:** Service tax and other taxes, if any, applicable as per statutory provision shall be payable extra at the rates applicable from time to time.
- Xv The above rates are subject to the revision from time to time. The revised rates shall be applicable from the date notified by the CRWC. In case the revised rates are not acceptable, the Second Party can withdraw their goods and lift the stocks within a day from

which revised rates comes in to force. In that case the pre-revised rates shall continue to be applicable for the particular date to the subject consignment.

- Xvi The stocks stored in the RWC shall be insured/indemnified against risk of flood, fire, theft etc by First Party. In the event of any loss due to fire, flood or theft, the Second Party undertakes that it will fully Co-operative with the First Party in furnishing full & true details for finalisation of claim for compensation by the Insurance Company. The First Party shall be entitled to recover the up to date storage charges and the insurance charges and documentation charges in this regard from the Second Party.

- Xvii In case Second Party is willing to make its own arrangements for handling of its stock at RWC, they will be responsible to bear all the charges on handling of stocks including demurrage/detention charges etc, if any, on account of delay in loading/unloading of rakes/ wagons or timely clearance of stocks till the same are stacked/ removed in / from RWC's warehouse as per the direction of Terminal Manager.

OR

Where the Second Party is willing to entrust the work of handling of their stocks to CRWC at RWC..... through the service provider appointed by it for this purpose, the party shall give an undertaking that they shall pay all the charges as per applicable tariff of CRWC from time to time.

- Xviii Since Railway issue RRs in the name of Second party being the consignee, the Second party or his authorised representative shall take the delivery of the stocks from Railway being consignee and fulfil all the requirements/responsibilities with the railways directly as that of the consignee including payment of Freight/under

charges/indemnity bond charges/demurrage charges/ detention charges/any other dues etc and then handover the stocks for handling operation to RWC.

Xxi The Second party shall make available the copies of RRs to the First party for its reference and records at the time of request for handling the stocks at RWC.

Xx The First Party shall be responsible for payment of the dues in respect of the cargo towards handling etc. only which are falling on its account under normal operational circumstances.

Xxi (a) The storage charges, insurance charges and documentation

charges, handling charges, service tax or any other charges shall be payable in cash or through Demand Draft in advance on demand before the delivery.

(b) In case the Second Party wants to avail the cheque facility for the same, they are free to do so subject to the conditions that the party furnishes the standing bank guarantee for an appropriate value and is further ready to pay charges by cheque in advance for the stock in question till the proposed date of its final delivery to the Terminal Manager.

(c) The credit facility will also be allowed to the party on the discretion of first party.

Xxii In any case all the stocks will not be allowed to be lifted from the RWC unless storage, insurance and documentation charges , handling, service tax or any other charges etc. payable to CRWC including arrears, if any, have been paid in full by the Second Party.

Xxiii In case the bills are not paid within 10 days of receipt of the same, interest @ 12.1/2 % shall be liable to be charged for the number of days payment is delayed.

- Xxiv The bills raised by CRWC shall be paid in full without any deduction. In case of any claim, the same will be raised by the Second Party separately for settlement on merit. In no case the difference shall be adjusted against the claim towards the services availed by them in respect of their cargo at CRWC.
- Xxv Entire operation including loading/unloading of stocks till its final delivery shall be carried out in the presence of authorised representative of the Second Party. First party shall not be responsible for any shortage during transit. In case of any shortage of stocks noticed at the time of unloading from the wagons, the Second party shall pursue the claim with railway after following proper laid down procedure and it will not be the responsibility of First party to pursue such claim with the railways. The Terminal Manager of RWC shall, however, extend such co-operation to the second party as may be necessary and possible for him to extend in this regard.
- Xxvi The second party shall intimate the date of taking delivery of stocks in advance and take the delivery of entire stocks after submitting a delivery order duly signed by its authorised representative including cut and torn bags/damaged/spilled/sweeping stocks/empty gunnies etc, if any. CRWC shall not be responsible for any loss of stocks received in cut & torn bags/damaged stocks. Second party shall provide empty gunnies for filling of spilled/sweeping stocks, if any, for delivery/ clearance thereof.
- Xxvii In case the second party request for re-bagging/stitching of the bags which are received in damaged/torn conditions, the same shall be done by the First Party and the cost incurred in this regard will have to be reimbursed by the second party the charges at the rates in force at that time.

Xxviii On observing delay in lifting the stocks including sweeping/spillage etc., the First Party may ask the second party in writing to lift or release the stocks within a specified period on payment of entire dues including penalty, if any, and in the event of failure to do so, the first party shall dispose the stocks in the manner it deems fit.

Xxix The aforesaid terms & conditions are subject to change without notice during handling of stocks till its final delivery.

Xxx This agreement shall remain valid for a period of two years from the date of its execution irrespective of the period of reservation. The second party shall be at liberty to request for fresh reservation in case the period of earlier reservation has expired during the tenure of this Agreement.

However, in such cases the reservation shall be granted depending on the availability of the space at the RWC on "first come first served basis" and the second party shall have no claim for whatsoever reasons in this regard. The decision of CRWC shall be final and binding on both the parties.

Any dispute shall be subject to the jurisdiction of Delhi High Court

In witness thereof the parties hereto have set their hands thisday ofin presence of below mentioned

For on behalf of
Central Railside Warehouse
Company Ltd. (First Party)

For and behalf of
Depositor (Second Party)

Witness

1.

2.

Witness

1.

2.