

## RESERVATION AGREEMENT

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

This agreement entered into this day of .....at  
..... (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 of .....MT space for storage of ..... (Name of the  
commodity)at RWC,.....on reservation basis for a period from  
.....to..... (Minimum three months)on the following terms  
and conditions:

- i. The reservation charges shall be paid in advance on monthly basis.
- ii. The extension of reservation will be granted for not less than Three  
months, if sought, two weeks before expiry of initial period of  
reservation. The period of reservation beyond initial period can be  
curtailed or cancelled by either party by ~~given~~ <sup>giving</sup> one month notice in  
writing provided that where the notice period falls short of one month,  
storage charges for the period by which notice falls short of one month,  
shall also be payable by second party.

- iii. The second party will be responsible for the liquidation of reserved stock upon expiry of the reservation period otherwise normal storage tariff will be made applicable from the date of expiry of reservation period. In case of non-payment of reservation & storage charges CRWC shall have the discretion to liquidate the stock after 30 days from the date of expiry of reservation period to recover its legitimate dues from the second party.
- iv. In case the reservation is not extended during its currency, the quantity, if any, under the storage, after expiry of reservation period, will be treated on general basis and storage charges as per tariff applicable for storage of stocks for the time in force shall be payable.
- v. The reservation charges are applicable as notified by CRWC on the date of agreement. The reservation charges are subject to revision from time to time. The revised rates shall be applicable from the date notified by the CRWC. The reservation charges plus GST & other taxes, if any, shall be payable by the second party within 7 days on raising the bill by Terminal Manager. In case the bills are not paid within 7 days, interest @ 12<sup>1</sup>/<sub>2</sub> % shall be liable to be paid for the number of days payment is delayed.
- vi. If the goods are received over and above the reserved capacity, the second party shall have to pay the storage charges for the enhanced quantity on general tariff applicable for RWC..... .
- vii. The handling charges, insurance and other incidentals will be charged as per the tariff effective at the RWC ..... .GST and other taxes, if any, applicable as per statutory provision shall be payable extra.
- viii. In case Second Party is willing to make its own arrangements for handling of its stock, they will be responsible to bear all the charges on handling of stocks including demurrage/detention charges etc, if

any.

- ix. This agreement is valid only for the Qty and period mentioned in clause (1). Any increase in the reservation quantity(MT) will be treated as fresh requirement and shall accordingly be treated and entered as a fresh agreement.

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

In witness thereof the parties hereto have set their hands this .....day of .....in presence of below mentioned

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

For and on behalf of  
Depositor (Second Party)

Witness

1.

2.

Witness

1.

2.