

ON RS.100/- STAMP PAPER TO BE NOTARISED

HIGH SEAS SALE CONTRACT

This contract is being entered into on this day of 2009, (date to be after b/l date but prior to arrival of vessel) between M/s. (Seller), -- Address --, herein after referred to as Sellers (which expression in so far as the context admits, shall include their successors, assignees and nominees) and M/s. (Buyer), -- Address --, herein after referred to as the Buyer (which expression shall, in so far as the context admits shall include their Successors, Assignees and Nominees) witnessed as herein under.

THE SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY ON High Seas Sales basis _____ MT of _____ under B/L No. _____ dt. _____ subject to following Terms and conditions:

1. Description :
2. Packages :
- 3 Net Weight :
4. Sale Value : CIF +2% (OR Actual price in Rs.)
5. Name of Vessel :
6. Name of Supplier :
7. The titles of the goods are unconditionally and constructively transferred.
8. All Import Duty Auxiliary Duties Government Dues, Levies and Taxes will be paid by the Buyer directly to the authorities concerned.
9. Payment to be made on due date. In case of late payment, interest @ 15% p.a. shall be charged extra to the buyer.
10. The allied expenses also will be borne by the buyer.
11. All charges or levies that shall/might arise during subsequent to this transfer of bond in future shall be borne by the buyer which includes Customs Duties/Excise Duties/Safe Guard/Anti Dumping/Countervailing Duty/Octroi clearing charges/sales tax and or levies direct or indirect taxes etc.

12. The buyer shall be entirely responsible and answerable to any government body/agencies on any queries/less charges/investigation in future.
13. The buyer will make their own arrangement for clearance and delivery of goods at their own risk, responsibility and cost and shall pay Octroi and other duties and levies as applicable and all other clearing charges as applicable
14. All claims for shortage etc. will be settled by buyer directly with insurance/customs/shipping co., etc
15. Sales Tax if any as applicable will be to Buyers account
16. Should the buyer clear the consignment under licence in that case all liabilities/Responsibilities/Queries to be fulfilled directly by the buyer without recourse to the replied seller.
17. Any contravention shall be deemed as breach of the agreement for which the buyer shall have to bear the entire consequence and responsibilities.
18. Buyer is to give a Post dated cheques for the contract amount to the seller.
19. All other terms for the best interest of the seller in any case not having the interest of the buyers.
20. All other issues as per the our Standard Terms and conditions.
21. In case the buyer fails to take the delivery of the material, by any reason he shall be held responsible for all the losses and damages arising there from.
22. Interest on duty amount after 07 days from the date of bonding of material is to buyers account.

The contract is subject to Government directions/regulation in force. In witness thereof seller and the buyer hereto have to set their respective hands and seals on the date mentioned above.

Please return the duplicate copies of this contract duly sealed and signed in acceptance

We confirm the above and accept all terms and conditions as mentioned in the contract.

For and on behalf of seller For and on behalf of buyer

IEC Code: IEC Code:

Place: Place :

Date: Date:

ON SELLERS LETTER HEAD

Date:

prior to arrival of vessel compulsorily

To,

Deputy Commissioner of Customs

Import Department,

Jawaharlal Nehru Custom House,

JNPT.

Dear Sir,

Sub: Consignment of MTS. (Description) arriving per Vessel-

Vide Bill of Lading No. dt.

With reference to the above subject, we would like to state that we have sold the above goods on High Seas Basis, to M/s. (Buyer), -- Address --.

You are requested to allow clearance for the subject cargo to them and oblige

Thanking you,

Yours faithfully,

For (Seller)

Authorised Signatory

ON BUYERS LETTER HEAD

Date:

to be same as on the high seas contract and seller's letter

To,

Deputy Commissioner of Customs,

Import Department,

Jawaharlal Nehru Customs House,

JNPT.

Dear Sir,

Sub: Consignment of MTS. (Description) arriving per Vessel-
Vide Bill of Lading No. dt.

We confirm having purchased the above goods from M/s. (Seller), -- Address --, on High Seas Sales Basis.

Kindly allow us to clear the same in our name and oblige.

Thanking you,

Yours faithfully,

For (Buyer)

Authoirised Signatory

(ON Buyer's Letter Head)

DT:-

To,
DY. COMM OF CUSTOMS
IMPORT SECTION
NHAVA SHEVA

Dear Sir,

Sub:- AUTHORITY LETTER

Ref:- B / L NO. _____ DT:- _____

Sir,

We hereby authorize _____, to proceed the HIGHSEAS formalities, for B / L NO. _____ DT:- _____ he is one of staff member working with our CHA M/s. _____

The purpose of this letter is to clarify that we don't have any objection and allow

Mr. _____ KARDEX NO. _____ to proceed on our behalf.

Kindly do the needful.

Thanking you
Yours faithfully.