**AGREEMENT FOR EMPLOYMENT OF A MASTER QF THE SHIP.doc**

AGREEMENT FOR EMPLOYMENT OF A MASTER QF THE SHIP

THIS AGREEMENT made at ......the …………day of …………20…………BETWEEN M/s. Tata & Co. Ltd., a Company registered under the Companies Act, 1956 and having its registered office at .......................hereinafter called the Ship owners of the ONE PART

And

Shri A, son of…………Shri………… resident of …………Master mariner being…………Certificate No . …………issued by the …………hereinafter called the Master of the OTHER PART

WHEREAS the Ship owners are the owners of the ship named............... bearing Registration No . …………with the ' Registrar ................ Port …………hereinafter called the said ship"

AND WHEREAS the Ship owners have selected Shri A, as Master for the said ship and the said Shri X is appointed as Master for the said ship on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

(1) The Ship owners will employ Shri A, as the Master and the Master shall serve the Ship owners as Master of the said ship at a salary of Rs . …………p.m. for a period of…………years form the date of his appointment.

(2) The Master will deposit a sum of Rs . …………with the Ship owners as security, on which the Ship owners will pay to the Master or to his account @ …………% per annum on the …………day of.................20…………in each year until repayment thereof after making deductions made pursuant to the Clause hereof.

(3) The Master will be employed from the date on which he deposits the security deposit with the ship owners.

(4) The Master will look after the navigation or management of the said ship and the management of the Ship owners' business. The Master will obey the orders and directions given by the Ship owners or their duly authorised agents during the continuance of his employment.

(5) The Ship owners will be entitled to terminate this agreement with three months notice or the salary in lieu thereof for the said period to the Master. The Master may also terminate this agreement by giving three months notice in writing expiring when the said ship shall be at a Port in India. This Agreement will also be terminated by the loss or constructive total loss of the said ship.

(6) When the Ship owners serve notice to the Master for terminating this Agreement, the Master shall deliver the ship, her papers and all other documents relating to the ship or the Ship owners business to the person named in the notice.

(7) If the notice of termination is served to the Master, when the said ship is out of India, the Ship owners will provide the Master with a passage to a Port in India and pay his salary until his arrival at such Port or pay to him the sum of Rs . …………in lieu thereof at their option. The Master will not be entitled to any compensation or damages from the Ship owners on earlier termination of this Agreement by the Ship owners or by the loss or constructive loss of the said ship.

(8) If the Ship owners suffer loss or injury through the negligence, willful act or default of the Master in the navigation or management of the said ship or in the management of her business, the Ship owners will be entitled to deduct the amount which is required to make good the said loss or injury from the security deposit.

(9) The Ship owners will repay the security deposit with interest within one month after the termination of this agreement (subject to the provisions of clause 8 hereof) to the Master or to his account at...................Bank . …………Branch…………

(10) In case any dispute or question arises in relation to this Agreement, the same shall be referred to a single arbitrator to be agreed upon by the parties hereto. The arbitration under this Agreement will be governed by the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

(11) This Agreement shall be executed in duplicate. The original shall be retained by the Ship owners and the duplicate by the Master.

(12) The stamp duty and all other expenses of this Agreement and duplicate thereof shall be borne and paid by the Ship owners.

(13) The marginal notes and the catch lines hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents.

IN WITNESS WHEREOF the Ship owners have caused their common seal to be hereunto affixed and the Master has subscribed his hand the day and year first hereinabove written.

The common seal of the within named Ship owners M/s. Tata & Co. Ltd. was hereunto affixed pursuant to the Resolution of its Board of Directors passed on the ............ day of 20 …………in the presence of S/Shri …………

Signature of Director of the Company

Signed and delivered by the within named Master A

WITNESSES