**Charter for The Period of A Voyage**

CHARTER PARTY AGREEMENT is made at ...... this ..... day of ....... between M/s. AB Shipping Co. Ltd. a company registered under the companies Act, 1956, and having its registered office at ....... Hereinafter referred to as ‘the Owners of the One Part and ...... M/s. XYZ & Co. Ltd., also a company registered under the said act and having its registered Office at ..... hereinafter referred to as ‘the Charterer’ of the Other Part;

WHEREAS:

1.     The Owners fully own a seagoing vessel by name .... Of ..... tons gross register, and registered at the port of ..... under No. ...... hereinafter referred to as the said ‘Vessel’ and is more particularly described in the schedule hereunder written.

2.     The Charterer has offered to take and the Owners have agreed to let the Vessel on charter for a fixed time on the following terms.

It is now agreed by and between the parties as follows:-

1.     The Owners, have let and the Charterers take on hire the vessel together with her bunkers, stores, and all articles and things lying therein for the period of a voyage from ..... to ...... commencing from the time the vessel is delivered and placed at the disposal of the charterers at the Port of ...... in such available berth where she can safely lie always afloat or safe aground where vessels of similar size and draft are accustomed to lie in safety as the charterers may direct, she being in every way fitted for ordinary cargo service.

2.     The vessel will be delivered to the Charterer at .... On the .... Day of ....

3.     The vessel shall be employed in lawful trades for the carriage pf lawful merchandise only. Damage caused by the shipment of dangerous cargo of any kind whatsoever shall be on Charterers’ account unless such damage is caused or contributed to by the negligence of the owners or those for whom they are responsible.

4.     The owners shall provide and pay for all the provisions and wages, for insurance of the vessel, for all deck and engine room stores and maintain her in a thoroughly efficient state in hull and machinery for and during the service including winches and cargo-handling gear. The winches of the ship shall be at the service of the Charterers by day and night with full steam or other power when and as required.

5.     While the vessel is on bay, the Charterers shall pay all port charges, pilot ages (whether compulsory or not) canal steersmen, boat age, lights, tug assistance, consular charges (except those pertaining to the master, officers and crew) canal, dock and other dues and charges, water for all purposes except water ballast, also all dock, harbor and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery of after re-delivery), agencies, commissions, and shall also arrange and pay for loading, stowing (including dunnage and shifting boards excepting any already on board) unloading, weighing, tallying and delivery of cargo (including overtime) surveys on hatches, meals supplied to officials and men in their service.

6.     If by reason of the nature of the cargo carried hereunder fumigation is required by the sanitary authorities the expenses of such fumigation and any resulting detention will be for the Charterers’ account.

7.     The charterers shall pay the cost of bunkers consumed during the currency of this charter while the vessel is on bay at the actual cost to owners of fuel on board at the time of delivery or if additional fuel is purchased and taken on board after delivery, at a price calculated at an average of the actual cost to the owners of all fuel on board at the time of delivery and purchased and taken on board during the period of this charter.

8.     The master of the vessel shall give Charterers or such person as they may nominate prompt notice of arrival at discharging port. The vessel shall discharge at such berth or place as Charterers may direct where she can safely lie always afloat or safe aground where vessels of similar size and draft are accustomed to lie in safety.

9.     The Charterers shall pay, every seven days, with the balance on re-delivery, freight in cash calculated at the rate of Rs..... per day and pro rata for the period of the voyage commencing ...... and continuing until re-delivery at ..... on completion of discharge of cargo, such re-delivery (unless otherwise agreed or vessel is used for Owner's account) to take place between ..... on ordinary working days or between ..... on ..... days.

10.  If the vessel is lost before completion of discharge, the Charterers shall pay as freight a lump sum calculated as above up to and inclusive of the day of loss, or, in missing, up to and inclusive of the day of probable loss. Should the vessel become a constructive total loss such loss shall be deemed to have occurred on the day of the casualty resulting in such loss.

11.  Where vessel in unable to sail from her discharging berth after completion of discharge by reason of nearing that is low tides a sum equivalent to the daily rate as above shall be paid in addition by way of demurrage for each day of detention and pro rata.

12.  The whole reach and burthen of the vessel, including lawful deck capacity shall be at the Charterers’ disposal, reserving proper and sufficient space for the vessel’s master, officers, crew, tackle, apparel, furniture, provisions and stores.

13.  The Charterers shall furnish the master with all instructions and sailing directions and the master and engineer shall keep full and correct logs accessible to the Charterers or their agents.

14.  The owners shall furnish the Charterers with full extracts of logs and time sheet relating to the voyage when rendering account for freight, etc.

15.  The Owners undertake that the master of the vessel shall prosecute the voyage with the utmost dispatch and render customary assistance with the vessel’s crew.

16.  16. In the event of dry docking or other necessary measures to maintain the efficiency of the vessel, deficiency of men or owner's stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the vessel and continuing for more than twenty four consecutive hours, no freight need be paid in respect of any time lost thereby during the period in which the vessel is unable to perform the service immediately required.

17.  Section 2 of the Carriage of Goods by Sea Act, XXIV 1925 and rule 1 of Article III of the Rules contained in the schedule thereto shall apply to this charter party as if it were a "contract of carriage" as defined in that Schedule and rules 1 and 2 of Article IV in the said schedule shall apply as if the owners were "carriers" as therein defined.

18.  The vessel may work day and night as required. The Charterers shall reimburse the owners for payments made to officers and crew calculated according to the hours and rate stated in the vessel’s articles, for any overtime which may by incurred on Charterers’ work at loading or discharging port.

19.  The owners shall have a lien upon all cargo and sub-freights belonging to the Charterers and any bill of lading freight, for all claims under this charter.

20.  All salvage and assistance to other vessels shall be for the owners’ benefit after deducting the master’s and crew’s proportion and all legal and other expenses including freight paid under this charter for time lost in the salvage, also repairs for damage and coal or oil fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.

21.  The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of cell, stoppages, destination, delivery or otherwise howsoever, given by the government of India or any department thereof or any person acting or purporting to act with the authority of the government or of any department thereof or any person acting or purporting to act with the authority of the government or of any department thereof or by any committee or person having, under the terms of the war risks’ insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such order or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be paid accordingly.

22.  The vessel shall be reported and/or cleared at the custom house at loading port by ..... agents and at discharging port by .... Agents.

23.  Should the vessel not be delivered by the day of ...... the Charterers shall have the option of canceling this agreement.

24.  If the vessel cannot be delivered by the canceling date, the Charterers, if required, shall declare within forty-eight hours after receiving notice thereof whether they cancel or will take delivery of the vessel.

25.  General average shall be settled according to York Antwerp Rules 1950.

**IN WITNESS WHEREOF** the parties have put their hands and seals the day and year first hereinabove written.

Signed and sealed for and on behalf )

of the owners AB Shipping Co. Ltd., )

by its Managing Director Mr. ....... )

duly authorized, in the presence of )

Signed and sealed for and on behalf of )

the Charterers Mr. X & Co. Ltd. by its )

Managing Director Mr. ...... duly )

authorised in the presence of ....... )