**AGREEMENT TO TRANSPORT GOODS**

**AT CARRIER'S RISK**

THIS AGREEMENT made at ……………on this……………day of .............20……………

between

BABA Transport Co. a partnership firm carrying on the business of transporters a………………………………………….,

 hereinafter referred to as "the Transporter" of the ONE PART

And Shri GLM

son of…………………………………………………………………… ......................

 resident of …………………………………………………………………………………..

hereinafter referred to as "the Consignor" of the OTHER PART.

WHEREAS

The Consignor is an officer in …………………………………and he has been transferred from ………………………………to……………………….… and therefore he has to transport his household goods, particulars of which are given in the Schedule hereunder from his residence at ……………to……………

AND WHEREAS

the Consignor approached the transporter, who has agreed to transport the goods as aforesaid on the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

(1) In consideration of Rs . ………………….… (Rupees …………………………………………………………………only) paid by the Consignor to the transporter (receipt whereof the transporter acknowledges), the transporter agrees to transport by his truck the goods mentioned in the Schedule hereunder written from ………………................to ……………………………at his risk.

(2) The transporter will make available the truck for loading of the goods to the Consignor on ……………………..……………and the goods will be loaded by the labourers of the Consignor. The goods will reach the destination on or about ……………………………………

(3) The goods are to be transported at transporter's risk and the transporter will be liable for any loss or damage caused to the goods due to theft, accident or any other reason whatsoever, except due to force majeure or act of God during the transit.

(4) The transporter will transport the goods by such route as he may think fit.

(5) It is hereby declared that the value of the goods to be transported is Rs . ……………….…………and in case of total loss of goods the transporter will be liable up to the said amount. In case the part of the goods are lost or damaged, the transporter will be liable to the value of the goods lost or damaged. On payment of the amount of loss or damage, the transporter will be entitled to the salvaged goods.

(6) The transporter hereby declares that he is having valid licence issued by RTO . ………………….……Insurance Cover in respect of truck and the driver of the truck has a valid driving licence and the transporter will indemnify and keep indemnified the Consignor against any loss, costs, charges and expenses incurred or suffered by him on account of the transporter or his driver due to not having valid licence or permit.

(7) This Agreement will come to an end on the delivery of the goods by the transporter to the Consignor at…………… …………………………………..

(8) No claim of any kind whatsoever in respect of this agreement shall be valid unless a notice in writing is delivered at the office of the transporter within six months from the date of any default, loss or damage in respect of which such claim arises.

(9) This agreement will be executed in duplicate. The original will be retained by the consignor and the duplicate by the transporter.

IN WITNESS WHEREOF the parties have signed these presents and the duplicate thereof on the day and year first hereinabove written.

The Schedule above referred to

Signed, sealed and delivered by the within named transporter by the hands of its duly authorized official

1. Shri …………………………………………………………..… of BABA transport co

2. Signed, sealed and delivered by the within named Consignor GLM