

MEMORANDUM OF UNDERSTANDING (MOU)

REGARDING GOODS TRANSPORTATION LIABILITY & SUBROGATION RIGHTS

Date: ____ / ____ / ____

Place: _____

BETWEEN

Party A: ENP FARMS PVT LTD (**Service Provider / Insured Representative**)

ADDRESS: # 51/4 ANDAPURA VILLAGE, ATTIBELE HOBLI ANEKAL TALUK, ELECTRONIC CITY
POST BANGALORE, KARNATAKA - 560100

AND

Party B: _____ (**Transporter Agent / Owner Name & Firm**)

SUBJECT: Acknowledgement of Liability and Subrogation Rights for Agri-Goods Transit

1. **Purpose:** Party B (Transporter Agent / Owner) is engaged by Party A (ENP FARMS PVT LTD) to transport agricultural goods from Source to APMC Mandis. The goods are insured by **TATA AIG General Insurance Co. Ltd.**
2. **Transporter Responsibility:** Party B guarantees the safe delivery of goods. Party B is fully responsible for the conduct of their drivers and staff.
3. **Liability for Loss/Theft:** In the event of loss, damage, non-delivery, or shortage of goods due to:
 - In case of non delivery of entire consignment, Vehicle Hijack, Accident such cases FIR to be lodged immediately with respective police station.
 - Short Delivery / Theft of consignment above INR 50,000 FIR is mandatory.
 - Damage Certificate to be issued by Transporter Agent / Owner in case of an accident.
 - Negligence or fault of the driver, suspicious disappearance of goods or vehicle. Party B agrees that they are financially liable for the total value of the loss.
 - Theft or pilferage involving the transport staff (Criminal Breach of Trust under Section 407 IPC).
4. **Subrogation Clause:** Party B acknowledges and accepts that if **TATA AIG** settles the claim for the damaged/lost goods with the Buyer / Supplier, the **Subrogation Rights** (Right to Recover) are automatically transferred to TATA AIG. This means TATA AIG has the full legal right to recover the claim amount directly from Party B (Transporter Agent). In case of non-submission of a letter of Subrogation and Damage Certificate (Issued by Transporter Agent/Owner). Claim will be settled at 70% of the net assessed loss amount.
5. **Damage Recovery:** Party B agrees to cooperate fully with TATA AIG's surveyors and settle the recovery amount immediately upon demand.

Signature:

(Authorized Signatory - **ENP FARMS PVT LTD**)

(Authorized Signatory - **Transporter Agent / Owner**)

Mobile No:

Mobile No: