Ref no-2

# **Customer Contract**









Client Name: Mr. Nishant Chauhan

Region Name: Central

Branch Name:







TRANSPORT E

EXPRESS

LOGISTICS

Customer Code: ()

Ref No: 2

#### GOODS TRANSPORTATION SERVICE CONTRACT

This Transportation Service Contract is made on this 12 day of March 2021 at Bagbahara by and between

M/s V-Trans(A division V-Trans (India) Ltd.) (CIN: U60210MH1990PLC054883)(PAN:AAACV1559Q) a Company incorporated under the provisions of the Companies Act, 1956 having registered office at 99/101, Keshavji Naik Road, New Chinch Bunder, Mumbai 400009 (hereinafter referred to as "V-Trans", which shall, unless repugnant to the context or meaning thereof shall include its associate companies, affiliates, representatives, successors, and permitted assigns) of the FIRST PART.

**AND** 

M/s 7

Registered Address:

system

(hereinafter referred to as "Customer", which shall, unless repugnant to the context or meaning thereof shall include its associate companies, affiliates, representatives, successors, and permitted assigns) of the SECOND PART.

V-Trans and Customer shall jointly be referred to as "Parties" and individually as "Party".

Whereas V-Trans is a Transport service provider, carrying on its business across the country and customer willing to avail the services of V-Trans on the terms and conditions hereinafter mentioned in this contract.

## 1. CONTRACT VALIDITY:

This Agreement shall become effective from 2021-03-12 To Either party can terminate this contract by serving 30 day's notice.

#### 2. BUSINESS RELATED INFORMATION:

Outward - Minimum Monthly Committed Business by Customer: INR. (FTL + Sundry)

Inward - Minimum Monthly Committed Business by Customer: INR. (FTL + Sundry)

Note: To avail credit facility, the minimum monthly business shall be greater than Rs. 50,000/-

Existing customer YES earlier PAID Business: YES

#### 3. BILLING, PAYMENT & TAX:

a) V-Trans shall raise and submit the Tax invoice (e-billing) once in a week / fortnight / basis (whichever is applicable) for the services rendered by it. (Soft Copy of the bill available at cpm.vtransgroup.com), to download and view the invoice please register.

- b) Any discrepancy in the invoice shall be intimated within 7 days of receipt at the email ID mentioned on the invoice any correction shall be carried out by Debit note / Credit note only. The Customer shall not be allowed to make adjustments of payment in invoices after 90 (Ninety) days the closure of the relevant financial year.
- c) The customer agrees to pay all invoice/s within 7days from the date of invoice submission. Upon failure to pay the same interest, @ 18 % per annum shall be charged on the overdue outstanding amount plus GST at the applicable rate. The Customer shall settle the Invoices raised by V-Trans without any deduction except TDS which shall be deposited against PAN No AAACV1559Q.
- d) Payment shall be made by the customer in favour of "V-Trans (India) Limited" by way of NEFT / RTGS / DD / Cheque only. The Bank Details are mentioned as below. Cash payment is not allowed.

Name Of Bank	Collection Account No.	IFSC Code	Branch
HDFC Bank Ltd.			

For V Trans (India) Limited	Customer		
Name: Purushottam Kr.	Name: Mr. Nishant Chauhan		
<b>Designation:</b> ASM	Designation: Developer		

e. As per the prevailing provisions of CGST/IGST Act,V-Trans (India) Ltd is covered under the services of Goods Transport Agency (GTA) and the SAC code for the said service is 996511, V-Trans (India) Limited is adopting the option of "Forward Charge Mechanism" (FCM) for levy of Goods and Service Tax effective from April 1, 2020, under the same Category of Service i.e. Goods Transport Agency and same SAC Code i.e. 996511 accordingly GST shall be levied at the prevailing rate @ 12% of the invoice amount with effect from April 1, 2020 and onwards, Under FCM it shall be the responsibility of the Customer to pay the amount of GST along with the payment of invoice amount to the service provider. The Tax collected from the service receiver shall be deposited by Service provider with the government. The tax component will be separately shown in GC/CR/Invoice. For any queries or clarification on GST please mail to us at gsthelpdesk@vtransgroup.com

#### **E-BILL & E-POD ACCEPTANCE:**

V-Trans shall provide bill and POD in soft copies (E copies) through email. Customer can obtain ePOD & eBill, from website cpm.vtransgroup.com. The Customer agrees to accept eBill and ePOD.

Email ID of Person Receiving E-Bill / E POD	Customer Sign and Stamp
(1) test@appcheck.com	

#### 4. INSURANCE AND CLAIM DETAIL - TERMS & CONDITION:

- a) Under this contract all the consignment shall be booked at Carrier Risk
- b) Goods Insured (Yes) Name of Insurance company: Marine policy No. () Validity (From To)

- c) Claim shall be lodged by the customer within 7days of incidence with all necessary documents, subject to remarks on the Proof of Delivery(POD).Remarks on customer Invoices are not eligible for the claim process.
- d) In any unforeseen event V-Trans liability shall be restricted to issue COF. No deduction is allow ed from the freight amount. Reimbursement of any claim amount shall be excluding of GST.

#### 5. PROOF OF DELIVERY (POD):

- a) V-Trans will provide Scanned copy POD'S along with Tax Invoices. E-POD's (Electronic Proof of Delivery (are) is available cpm.vtransgroup.com up to 90 days.The Customer shall be provided with a user ID and a one-time password to view and download POD from the website of V-Trans.
- b) V-Trans will provide original POD'S on the special request of the customer for exceptional cases, subject
  - payment of necessary charges of Rs. 100/- +GST (as Applicable) per original POD.

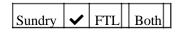
#### 6. OTHER TERMS AND CONDITIONS:

- a) In case of cheque bounce, penalty charges of Rs. 500/- + "Taxes" will be applicable for each case.
- b) Statutory requirements like the valid e-Way bill (PART-A), Permits, and /or any other legal documents shall be complied and handed over by the customer to V-Trans at the time of booking.
- c) V-Trans shall have a general lien on the goods of the Customer in case of any unpaid bills/invoices/dues/charges and reserve the right to realize the outstanding payment in case of any default on the part of the Company to make payment beyond the stipulated time.
- d) Customer shall indemnify V-Trans, its employees, directors & Officers etc. against any losses, claims, expenses,
  - liabilities and damages, service charges, penalties, or other levy incurred, due to any misrepresentation, act, negligence, omission or commission caused by the employees, servants, of customer including breach of terms of this Contract.
- e) Delivery & Booking will not be executed in case of accidents, epidemic, pandemic, Act of God, force majeure, floods, strikes, political bandh, acts of enemies of State and events and circumstance the beyond control of V-Trans.
- f) The terms and conditions printed on overleaf of the goods consignment note shall be considered as part of this contract and in event of any conflict, the consignment note term shall prevail.
- g) In case of any dispute between the parties, Mumbai courts shall have exclusive jurisdiction in the matter.

For V Trans (India) Limited	Customer	
Name: Purushottam Kr.	Name: Mr. Nishant Chauhan	
<b>Designation:</b> ASM	Designation: Developer	

**Other Charges Annexure-1** 

Name of the customer: Mr. Nishant Chauhan



Note:- If any Non Contractual location's shipment is received then it will be booked and billed as per prevailing Card Rates (i.e. zero discount rates)

# **Other Charges information:**

Name of Charges	Amount (Rs.)	Units	
GC Charges	100	Per GC	
Minimum Chargeble Wt	100	KG Whichever is Higher	
Minimum Freight Value	100	RS	
CFT Factor	100	KG	
Hamali Charges	100	Per Kg	Box
FOV Charges (Owner risk)	100	% of Invoice Value	
FOV Charges (Carrier risk)	FOV Charges (Carrier risk)	% of Invoice Value	
AOC Charges	100	% of Total Freight	
COD/DOD Charges	100	Per GC	
Dynamic Fuel Surcharges in %	100	% of basic freight	
DACC Charges	100	Per GC	
E-way bill charge	E-way bill charge	Per GC	
Door Collection Charges	Door Collection Charges	Upto 3 MT Per GC	
Last Mile Delivery Charges	Last Mile Delivery charges	Upto 3 MT Per GC	
Other (Pelase Specify)	100	At Actual	

# **Demurrage Charges to be Paid By Consignor**

Demurrage charges beyond days		
of arrival at destination (Max 7	100 + GST	Per KG on Per day basis
Days Free)		

# **CR Charges to be Paid By Consignor**

Loading/Unloading Charges	100	Per KG / Box
GI Charges	100	Rs per GC

Note: 1) POD will not be provided for DACC deliveries.

2) Delivery Freight Charges, Pickup Freight Charges, ODA Charges, Detention Charges shall beas per Rate Annexure - B.

For V Trans (India) Limited	Customer	
Name: Purushottam Kr.	Name: Mr. Nishant Chauhan	
<b>Designation:</b> ASM	Designation: Developer	

## **DYNAMIC FUEL SURCHARGE**

The fuel surcharge shall be calculated on basic freight based on the average fuel price of four metro cities. Fuel surcharge will Increase / Decrease by 1% with every Increase / Decrease of Rs. 3/- in average fuel price of four Metro cities; a minimum 12% fuel surcharge shall be applicable.

## **FUEL SURCHARGE CALCULATOR**

Greater Than or Equal To (Rs.)	Less Than Rs.	FSC Applicable (%)
0	60	12
60	63	13
63	66	14
66	69	15
69	72	16
72	75	17
75	78	18
78	81	19
81	84	20
84	87	21
87	90	22
90	93	23

The average fuel price at the time of signing the contract is 60 per Ltr.

Notices :-

Any notice required to be given under this agreement, shall be deemed to have been given if sent by registered post acknowledgment due or Through Email at the addressees mentioned below:

V-Trans	Customer	
	M/S/Mr.:- 7	
Unit No. 6 Corporate Park, V N Purav Marg, Chembur, Mumbai – 400071	Address:- system	
Email: purushottam@vtransgroup.com Kind Att: Mr Purushottam Kr.	Email ID:- test@appcheck.com	
	Name of Person:- Mr. Nishant Chauhan	

If there is any change in the address or email ID as above mentioned shall be duly communicated to the other party immediately, in case of failure to communicate about change, notices served or any communication made on the above addresses or Email ID shall be deemed as valid and shall be enforceable.

#### **Unclaimed Goods**

Customer shall be responsible to collect the goods from the delivery branch of V-Trans within 7 days of intimation. In case of non-collection of goods demurrage charges shall be levied beyond such period. In case of continued default of customer to collect the goods,V-Trans shall reserve the rights to consider the goods as 'unclaimed goods' and to sell or dispose of the goods as unclaimed goods as per the provision of the Carriage by Road Act, 2007 and rules framed thereunder and as per the policy of V-Trans. Outstanding amount of freight, demurrage or any other charges shall be recovered out of such sale proceeds.V-Trans shall reserves the right to recover unrealised amount if any from customer.

Signature of authorised official with company stamp	For V-Trans (I) Ltd.

## **CUSTOMER CONTACT DETAILS – ANNEXURE 2**

Name of Customer: 7			
Type of customer entity:	MSME		
Industry Type	FMCG		
	Booking Address	Billing Address	Communication Address
Address:			
City			
State and PIN			
Contact Person & Designation			

Email ID		
Phone No		
Mobile No		

## TAX DETAILS OF CUSTOMER

*GSTIN No.	PAN No.	
CIN/LLPIN (In Case of Company/LLP)	TAN No.	
Legal Name of Client	Contact Person Name for GSTIN	
Trade Name of Client	Contact Person Email ID for GSTIN	

Exempt from GST Registration for Transportation of Goods (Yes/No): Yes Please Specified the Category of Exemption:

\*Note: For Multiple State customer shall provide State-wise GSTIN and Registration Certificate which shall form a part and parcel of this contract.

## **BUSINESS RELATED INFORMATION**

Particular	Details
Bill Submission Address :-	Mode of payment :- Cheque
Payment processing Address :-	Vendor registration required :-
Contact details of the person responsible	
for processing Bills & payment:	

For V Trans (India) Limited	Customer
Name: Purushottam Kr.	Name: Mr. Nishant Chauhan
Designation: ASM	Designation: Developer

# (For V-Trans (India) Ltd - Office Use)

Client Proposed By (Name & Designation): Purushottam Kr.

Name of employee	Designation	Signature	Date
Purushottam Kr.	ASM		2021-03-12

# Client Verified By (CCD)

Name of employee	Designation	Signature	Date

# Client Approved By (Area Manager/ RSM)

Name of employee I	Designation	Signature	Date
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# Client Approved By (RM/Dy RM)

Name of employee	Designation	Signature	Date

## **Previous Service Provider details**

Name: MSME		
Business per month	Rs.	Tonnage

# Mandatory KYC (Know Your Customer) - Documents Enclosed: Yes

Sr. No.	Particulars	Received (Yes/No)
1	Copy of Address proof	No
2	Copy of Address proof	No
3	Copy of GST Registration certificate	No
4	Copy of CIN No. / LLPIN	No
5	Partnership Deed	No
6	MOA & AOA of Company	No

## **ABBREVIATION**

FTL	Full Truck Load	CR	Cash Receipt Note
TDS	Tax Deducted at Source	FCM	Forward Charge Mechanism

COF	Certificate Of Facts	DACC	Delivery Against Consignee Copy
HRR	High Rate Of Risk	ODA	Outside Delivery Area
FOV	Freight On Value	GC	Goods Consignment Note
POD	Proof Of Delivery	GC	Goods Consignment Note
AOC	Additional Operating Cost	GC	Goods Consignment Note
GST	Goods and Service Tax	COD	Cheque On Delivery
GST ACT	The Central Goods and Service Tax Act,2017	DOD	Demand Draft On Delivery
GI Charges	Godown Insurance		



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