

د افغانستان او هندوستان تر مابين د موټر وسايلو د تنظيمولو د تړون لاندې 9 ټوټه

MEMORANDUM OF UNDERSTANDING FOR THE  
REGULATION OF PASSENGER, PERSONAL AND CARGO VEHICULAR  
TRAFFIC BETWEEN  
ISLAMIC REPUBLIC OF AFGHANISTAN AND THE REPUBLIC OF INDIA

**PREAMBLE**

The Governments of the Islamic Republic of Afghanistan and the Republic of India referred to hereinafter as the "Contracting Party(ies)" to the Motor Vehicles Agreement, referred to hereinafter as the "Agreement", between the Islamic Republic of Afghanistan and the Republic of India;

Considering the importance of closer regional economic cooperation and integration through enhanced regional connectivity through road transport in the Contracting Parties;

Recognizing the need for promoting cross-border road transportation for increased intra-regional and inter-regional trade;

Convinced that the finalization and implementation of a Motor Vehicles Agreement between the countries would help serve these ends and is in conformity with the envisaged activities of the SAARC. Have agreed as follows:

**ARTICLE - 1**

**Definitions**

- (a) "Act" means 'Act' or 'Ordinance' governing the Motor Vehicles and Motor Vehicular Traffic of the Contracting Parties.
- (b) "Authorized Operator" for the purpose of this Agreement means a person or firm or company, licensed or authorized by the competent authority of a Contracting Party to undertake passenger or cargo transportation by vehicle between the Contracting Parties.
- (c) "Certificate of Fitness" means a certificate issued by a competent authority, authorized by the Contracting Parties, testifying the mechanical fitness of the vehicle to ply on the road.
- (d) "Conductor, Helper and Cleaner's Certificate" means certificates issued by the competent authorities of the Contracting Parties to the conductor, helper and cleaner of a vehicle certifying their identity.
- (e) "Driving License" means a document of authorization to drive a specified category of vehicle(s) issued by a competent authority of the Contracting Parties or an internationally recognized permission for driving.
- (f) "Forms" means any of the forms given in the schedules attached hereto.
- (g) "Insurance Policy" means a valid international vehicle insurance policy or a certificate issued by insurers, duly registered in Contracting Party(ies) countries.
- (h) "Law" means any Act, Ordinance, Rules, Regulations or any other legal documents of Contracting Party(ies).

- (i) "Local Taxes" include the taxes levied by municipal bodies or 'Municipalities' or by similar local bodies in any of the Contracting Parties but excludes the permit fees.
- (j) "Regular Cargo Transportation" means transportation of goods undertaken by authorized operator of a Contracting Party for a destination in other Contracting Party.
- (k) "Regular Passenger Transportation" means passenger transportation undertaken by authorized operators of a Contracting Party to the other Contracting Party for fare charges on previously agreed areas, trips, time tables and routes with pre-designated originating terminals, stopping points and final destinations.
- (l) "Non-regular Passenger Transportation" means the movement of all types of passenger vehicles of one country in the territory of other for the purpose of tourism, pilgrimage, marriage party, medical treatment, study tours, access to railway station and such other casual purposes.
- (m) "Permit" means document issued by the competent authority of Contracting Party(ies), and countersigned by the other Contracting Party concerned authorizing the movement of a vehicle under this Agreement.
- (n) "Registration Certificate" when used with reference to a vehicle, means the certificate of registration issued under the Act of the Contracting Parties.
- (o) "Vehicle" for the purpose of this Agreement means any motor vehicle which is used to transport persons, passengers or goods, including containerized cargo, on the road.
- (p) "Land Customs Station(s)" will include all facilities to check and facilitate movement of passengers and goods across the international border(s). This also includes the 'Integrated Check Post(s)' serving such purpose.

## ARTICLE - II

### Vehicles

1. The Contracting Parties will allow the following vehicles registered in respective Contracting Party to ply in territory of other Contracting Party, subject to the terms of the Agreement:
  - a. Cargo vehicles (including trucks, trailers etc. that could carry containerized cargo) for inter-country cargo including third country cargo.
  - b. Passenger vehicles for both hire or reward; or personal vehicles.
2. Provided further that all regular passenger / cargo transportation will be allowed only through authorized operator(s).

## ARTICLE - III

### Permit

- (1) All the vehicles of a Contracting Party will require a permit for plying through the other Contracting Party.

- (2) The permit will be issued after verification of documents as mentioned in Article-IV(2), (i), (ii) and (iii) of this Agreement. The availability of all relevant documents as stated in Article IV(2) will be ensured at all time while plying in the territory of the other Contracting Party.
- (3) A permit for regular passenger transportation for hire or reward will be issued by the competent authority of the respective Contracting Parties to the authorized operator as specified in Form A.
- (4) A permit for regular cargo transportation will be issued by the competent authority of the respective Contracting Parties to the authorized operator as specified in Form B.
- (5) A permit for personal vehicles other than regular passenger transportation as at sub-article (3) above will be issued by the competent authority of the respective Contracting Parties as specified in Form C.
- (6) Non regular passenger vehicles will be permitted temporary admission on a case to case basis for a period of up to 30 days, provided that a permit for such journeys will be taken as specified in Form D.
- (7) Permits for regular passenger transportation and regular cargo transportation will be multiple entries, valid for one year and renewable every year.
- (8) A vehicle entering and plying into the territory of a Contracting Party or exiting from its territory under this Agreement will do so using authorized routes through authorized immigration check points and land customs stations as notified by the Contracting Parties concerned by mutual agreement. Any deviation from the route will be treated as violation of the permit conditions and of the relevant customs laws of the concerned Contracting Parties. Sector and the details of route, route maps, location of permitted rest or recreation places, tolls and check posts open for regular passenger or cargo transportation among the Contracting Parties as defined in the Protocol is at Annexure-I. Any addition or changes to the sectors and routes will be decided by the Contracting Parties concerned by mutual consent.
- (9) A permit issued by one Contracting Party under this agreement will be countersigned by the competent authority of the other Contracting Party within a period of one month.
- (10) Regular passenger transportation and non-regular passenger transportation for hire or reward will be operated on reciprocal basis. The competent authority of the respective Contracting Parties will, after mutual consultations, fix the number of such vehicles plying on different routes.
- (11) The Contracting Parties will exchange the lists of authorized operators for both passenger and cargo transportation by 31<sup>st</sup> January of every year and whenever any new operator is authorized or existing operator ceases operation or earlier (on request).
- (12) The competent authority under reference in sub-articles (3), (4) and (5) above will be as indicated in Annexure-II to this agreement. The competent authority for the purpose of sub-Article (6) above will be the Diplomatic Missions and also the designated Customs Officer or other authorities designated by the Contracting Parties.

(13) Installation of a tracking system on motor vehicles as well as containers at the cost of entering vehicle/container will be introduced within five years from the signing of the agreement subject to the mutual consent of Contracting Parties.

#### ARTICLE - IV

##### Documents Required

- (1) A vehicle operated or used under this Agreement while entering into the territory of another Contracting Party will be so maintained as to be at all times under the effective control of the person driving it.
- (2) The following documents will be readily available with a vehicle, either in English or in certified English translation, while plying in the territory of another Contracting Party:
  - i. A valid registration certificate.
  - ii. A valid certificate of fitness (wherever applicable).
  - iii. A valid insurance policy.
  - iv. A valid permit.
  - v. A valid "Pollution Under Control" certificate issued by a Contracting Party, certifying emission level and pollution under control of that vehicle in the Contracting Party, which has issued the certificate. The compliance of PUC check of the transit or destination state will be decided by the concerned Contracting Party.
  - vi. A valid driving license issued by a Contracting Party or an international driving permit.
  - vii. Pre-verified passport of the crew containing inter-alia the photo identity of the crew.
  - viii. A passenger list (with details of their nationality) in case of regular passenger transportation and non-regular passenger transportation for hire or reward.
  - ix. An internationally recognized valid travel document as proof of identity for passengers.
  - x. A way bill providing a brief description of the cargo and destination(s), commercial invoice and packing lists.
  - xi. List of personal goods/articles in possession of the crew including accessories, spares and parts in the vehicle to account for customs duty exemption/assessment.
- (3) All the documents referred to in sub-article (2) above will be in possession of the person driving the vehicle at the time of entering the territory of another Contracting Party as well as during the entire period of stay in the territory of that Contracting Party and will always be available for inspection by any competent authority authorized to inspect the vehicle.

- (4) The driving license or an international driving permit of the person who is driving or controlling the vehicle issued by the competent authority of one Contracting Party will be recognized by the competent authorities of other Contracting Party.
- (5) A conductor, helper and cleaner of a regular passenger / cargo transportation vehicle will be in possession of a valid certificate as per Annexure-III.
- (6) If for any reason, a driver of a regular passenger/cargo transportation vehicle is unable to perform his/her duties in another Contracting Party, a driver who is a national of either Contracting Party in possession of a valid driving license may drive the vehicle, subject to the condition that such a permission will be only as a substitute for one operation.
- (7) At least one member of the crew of the vehicle must be able to communicate in English or in a language understood in transit or in the destination Contracting Party.

#### ARTICLE - V

##### Passport and Visa

Crew members will carry passports or relevant accepted documents which will be issued to facilitate frequent endorsement of visas and will be granted multiple entry visa, valid for at least one year, by the Contracting Party concerned.

#### ARTICLE - VI

##### Restrictions

- (1) Vehicles registered in one Contracting Party and operating under this Agreement will not be permitted to transport local passengers and goods within the territory of other Contracting Party.
- (2) Nothing in this Agreement will be construed as exempting any person from the rules and regulations regarding entry permits, wherever applicable.
- (3) No major repair work will be carried out in another Contracting Party except in the event of an accident or break down.
- (4) Vehicles of either Contracting Party requiring an urgent repair while en-route will be allowed to have repairs done at nearby equipped workshop(s) in the other Contracting Party. In case of accidents, all consequential repairs may also be permitted in the Contracting Party where the accident occurred.
- (5) In the case of an accident, the legal proceedings, if any, against the driver of the vehicle will be disposed of expeditiously under the relevant laws of the Contracting Party where the accident occurred.
- (6) Contracting Parties will decide on the number of cargo and personal vehicles and volume of traffic under this Agreement through mutual consultation and agreement.
- (7) The Border Check Posts, Land Ports/Dry Ports and Land Customs Stations of the concerned Contracting Parties will endorse entry / exit particulars of the vehicles on the permit and these will be treated as the date of entry/exit for the purpose of this

Agreement. Traffic between the two countries will be restricted only through existing notified Land Ports/Dry Ports and Land Customs Stations/Routes.

## ARTICLE - VI

### Tax and Customs

- (1) In relation to border, land port/dry port formalities, customs and quarantine formalities, taxation and fees, the provisions of internal laws or agreements between Contracting Parties will be applied in deciding matters which are not regulated by this Agreement.
- (2) The crew (driver, conductor, helper, cleaner etc.) will be allowed to carry baggage in accordance with baggage rules subject to such restrictions and prohibitions under laws of the respective Contracting Parties. The standard accessories of the vehicles, essential spares, fuel and oils contained in its supply tanks before entering in another Contracting Party should also be exempted from duties and taxes. However, in case of refuelling, the destination or transit Contracting Party(ies) may charge the unsubsidized price on a reciprocal basis.
- (3) All fees and charges for issue of permit for the vehicle of one Contracting Party will be levied only at the entry point of another Contracting Party. The rates of such fees and charges (including the fee for vehicle in transit) will be decided and notified from time to time by Contracting Parties and informed to one another. Fees and charges will be paid in the currency of the Contracting Party in which the vehicle is entering. Nothing in this clause exempts the vehicles of another Contracting Party from the commercial charges payable on the highways, toll-ways, etc., so long as the same are equally applicable to the vehicles of the destination or transit Contracting Party. Any other charges to cover the cost of services provided for cross-border transportation between the Contracting Parties may be levied on mutually agreed basis.
- (4) No additional charges such as octroi, or local taxes will be levied on transportation of passenger vehicles of one Contracting Party while plying in the territory of another Contracting Party except those taxes/charges which are equally applicable to vehicles of the destination Contracting Party, and the transit fee applicable to vehicles of other Contracting Parties in transit.
- (5) Subject to the validity of the vehicle permit, the customs or relevant authorities of respective Contracting Parties will allow temporary admission to vehicles into their territory free from customs duty.
- (6) In case of over-stay by a vehicle for a period more than the prescribed time limit as per the permit issued by customs/relevant authorities of a Contracting Party, the laws of the Contracting Party would be applicable, except when the period of overstay is on account of political decision or interference of a third country or natural calamities, no custom demurrage and penalties will be imposed by the contracting parties.

- (7) A Customs subgroup having participation from both the Contracting Parties will be set up to formulate the required Customs and other procedures and safeguards with regard to entry and exit of vehicles.

#### ARTICLE - VII

##### Road Signs and Signals - Compliance with Traffic Laws

- (1) The designated authorities of the Contracting Parties will provide international road signs and signals along the specified routes, wherever required.
- (2) Vehicles of one Contracting Party are required to observe laws pertaining to traffic while in the territories of other Contracting Party.
- (3) The State Government or local authorities will not impose any restrictions or changes inconsistent with the provisions of this Agreement. However, this will not prevent State Government or local authorities from imposing such temporary restrictions as may be necessary to maintain law and order or to meet contingencies like natural calamities.

#### ARTICLE - VIII

##### Emergency Measures

In case of over-stay in any Contracting Party due to vehicle breakdown, accident, repair works or other unforeseen circumstances including natural calamities, disasters, or action or interference by a third country, a member of the driving crew will notify to the competent authority of that Contracting Party for the required period.

#### ARTICLE - IX

##### Risk Assessment and Search

- (1) Any authorized officer of the Contracting Parties such as the officers of the Department of Customs, Land Port/Dry Port, Police and other security agencies and the Transport Authorities will have the right inside their territory to inspect and search vehicles operating under this Agreement, its luggage, passengers and goods on Risk Management System (RMS).
- (2) Vehicle of one Contracting Party operating contrary to the provisions of this Agreement in the territory of other Contracting Party will be subject to the law of the destination or transit Contracting Party.

#### ARTICLE - X

##### Insurance

- (1) The non regular passenger transportation by vehicles to be operated under this Agreement will be insured by a registered Insurance Company against at least third party loss, in both the Contracting Parties where the vehicle is allowed to ply.

- (2) The regular passenger and cargo vehicle must have a comprehensive insurance policy.
- (3) The appropriate authorities of each Contracting Party will provide facilities to the insurance company of the other Contracting Party to carry out all necessary steps such as survey, assessment, investigation, settlement of claims and remittance in connection with such operation.
- (4) In the event of an accident resulting in damage to a third party's property or loss of life or injuries to third parties, appropriate authorities of each Contracting Party will extend all assistance for expeditious settlement of the claims and provide facilities to the persons concerned, subject to the law of the Contracting Party.

#### ARTICLE - XII

##### Business Facilitation

- (1) Persons or institutions operating regular passenger transportation or regular cargo transportation services in one Contracting Party will be permitted to open their branch offices or appoint their agents in the other Contracting Party, on mutually agreed terms on reciprocal basis. The authorized operators will also obtain work permit for their employees deployed at a branch office in another Contracting Party from the competent authority of the respective Contracting Party.
- (2) The authorized operators will be permitted to open bank account(s) in the other Contracting Party for remittance of funds generated by sale of bus tickets and receipt of money as a result of transportation of goods and for meeting local expenses.
- (3) The appropriate authorities of the Contracting Parties will provide all possible facilities to the vehicle of the other Contracting Party, which may be disabled on the roads. The owner of the vehicle will be permitted to make necessary remittances through banking or other permissible channels, on account of expenditure incurred on such rescue operation / repair.

#### ARTICLE - XIII

##### Consultations

- (1) The Contracting Parties will consult each other at and when necessary, in connection with the implementation of the Agreement.
- (2) In order to facilitate effective and harmonious implementation of the Agreement, the Contracting Parties will consult each other at a mutually decided place and date.
- (3) Differences, if any, regarding the interpretation and implementation of this Agreement will be resolved through consultations.
- (4) For promotion of transit and trade with a third country under the agreement the two contracting parties upon official request from a third country, may share the agreement with the third country.



- (5) For securing transit and transport by the two countries by land ports as per the agreement, the contracting parties can propose signing bilateral or multilateral agreements with the neighbouring countries especially other SAARC member states and Economic Cooperation Organisation (ECO) for establishing provision for transit and transport through or connecting the relevant countries.

#### ARTICLE - XIV

##### Applicability of Local Laws

- (1) The Contracting Parties agree not to permit the movement of goods which are either prohibited or restricted under the prevailing laws and regulations of the respective countries, and any negative/sensitive list agreed upon by the Contracting Parties.
- (2) The National laws of the respective Contracting Parties will govern matters other than those mentioned in this Agreement.
- (3) The Contracting Parties will cooperate effectively with one another to prevent infringement and circumvention of the laws, rules and regulations of their respective countries in regard to matters relating to the movement of vehicles.
- (4) This Agreement will not affect the rights and obligations arising from other international commitments of the Contracting Parties.
- (5) This Agreement will not affect the existing bilateral agreements or arrangements between the Contracting Parties.

#### ARTICLE - XV

##### (5) Dispute Settlement

- (1) Any dispute arising out of interpretation and/or implementation of this Agreement shall be resolved amicably between the Contracting Parties. If unresolved, the Contracting Parties may refer the dispute to a mutually agreed dispute resolution mechanism.
- (2) The Contracting Parties will cooperate effectively with one another to investigate infringement and circumvention of any law and to conduct proceedings for enforcement of local laws as applicable in the other Contracting Party.

##### (II) Entry and Withdrawal

- (1) Any other country may enter into this Agreement subject to consensus among the existing Contracting Parties through a separate agreement/protocol between the existing Contracting Parties and the acceding state. Any Contracting Party may withdraw from this Agreement at any time after its entry into force, and shall inform the other Contracting Parties of its withdrawal. The withdrawal shall be effective on expiry of six months from the date on which a written notice thereof is received by the other Contracting Parties.

- (2) The rights and obligations of the Contracting Party which has withdrawn from this Agreement shall cease to apply as of that effective date.

ARTICLE - XVI

Entry into Force, Amendments and Review Mechanism:

- (1) This Agreement will enter into force on completion of formalities including ratification by both the Contracting Parties and upon issuance of notification through diplomatic channels.
- (2) The provisions of this agreement shall be reviewed by Contracting Parties after a period of three years from the date of entry into force of this Agreement or earlier as mutually agreed by Contracting Parties. The review process will suggest amendments, modifications or improvements in the provisions of this Agreement.

ARTICLE - XVII

Depository:

Each Contracting Party shall keep an original of the Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Contracting Parties have signed this Motor Vehicles Agreement for the Regulation of Passenger, Personnel and Cargo Vehicular Traffic between the Contracting Parties.

SIGNED in [New Delhi], on [ ] in Two Originals in the English Language.

Islamic Republic of Afghanistan	Republic of India
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PERMIT OF PRESENT

(As Per Article III (3) of the Agreement)

Permit for Regular Passenger Transportation

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART-I (To be filled up by the applicants)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Name, Address and Nationality of the authorized operator of vehicle.
- (c) Registration number of the vehicle.
- (d) Make, Model and year of manufacture of the vehicle.
- (e) Engine number of the vehicle.
- (f) Chassis number of the vehicle.
- (g) Seating capacity including driver and other staff.
- (h) Particulars of Insurance Policy.
- (i) Particulars of certificate of Fitness.
- (j) The starting and terminal points in each country.
- (k) The sector and routes to be followed by the vehicle.
- (l) Amount paid \_\_\_\_\_
- (m) Permit issued on \_\_\_\_\_
- (n) Valid up to: \_\_\_\_\_
- (o) Land Customs Station(s) of entry and exit.

Signature of applicant: \_\_\_\_\_

PART-II (For Office use)

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of transit, if any

Signature, designation and seal

of the counter signing authority \_\_\_\_\_

of the country of destination

Permit renewed from \_\_\_\_\_ up to \_\_\_\_\_

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal

of the counter signing authority \_\_\_\_\_

of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be carried by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. The said passenger vehicle will have painted in English and in the official language of the respective country/state in orange colour on white surface on both the left and the right side of the said vehicle, with each letter being not less than one inch (2.5 cms.) high and one inch (2.5 cms.) wide, legibly painted on a plate surface or a plate or plates affixed to the said vehicle, namely, name of the country, the starting & terminal points in each country and the route.

FORM OF PERMIT

(As Per Article III (d) of the Agreement)

Permit for Regular Cargo Transportation

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART-I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Name, Address and Nationality of the authorized operator of vehicle.
- (c) Registration number of the vehicle.
- (d) Make, Model and year of manufacture of the vehicle.
- (e) Engine number of the vehicle.
- (f) Chassis number of the vehicle.
- (g) Particulars of Insurance Policy.
- (h) Particulars of certificate of Fitness.
- (i) The starting points in each country.
- (j) The sector and routes to be followed by the vehicle.
- (k) Amount paid \_\_\_\_\_
- (l) Permit issued on \_\_\_\_\_
- (m) Valid up to \_\_\_\_\_
- (n) Land Customs Station(s) of entry and exit.
- (o) Maximum axle load (metric tons) \_\_\_\_\_

Signature of the applicant: \_\_\_\_\_

PART-II (For Office use)

Signature, designation and seal  
of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal  
of the competent authority \_\_\_\_\_

of the country of transit, if any

Signature, designation and seal  
of the counter signing authority \_\_\_\_\_

of the country of destination

Permit renewed from \_\_\_\_\_ up to \_\_\_\_\_

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal

of the counter signing authority \_\_\_\_\_

of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be carried by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. The said cargo vehicle will have painted in English and in the official language of the respective country/state in orange colour on white surface on both the left and the right side of the said vehicle, with each letter being not less than one inch (2.5 cms.) high and one inch (2.5 cms.) wide, legibly painted on a plain surface or a plate or plates affixed to the said vehicle, namely, name of the country, the starting & terminal points in each country and the route.

**FORM OF PERMIT**

*(As Per article III (5) of the Agreement)*

*Permit for Personal Vehicles*

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

**PART - I (To be filled up by the applicant)**

- (a) Name, Address and Nationality of the owner(s) of transport vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of Insurance Policy against third party risk.
- (g) The sector and routes to be followed by the vehicle.
- (h) Amount paid \_\_\_\_\_
- (i) Permit issued on \_\_\_\_\_
- (j) Valid up to \_\_\_\_\_
- (k) Land Customs Station(s) of entry and exit.

Signature of the applicant: \_\_\_\_\_

**PART - II (For Signature)**

Signature, designation and seal  
of the competent authority  
of the country of origin \_\_\_\_\_

Signature, designation and seal  
of the competent authority  
of the country of transit, if any \_\_\_\_\_

Signature, designation and seal  
of the counter signing authority  
of the country of destination \_\_\_\_\_

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except those taxes /charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.

FORM D PERMIT  
(as Per Article II(i) of the Agreement)

Permit for non-regular passenger vehicles for entry free up to 30 days.

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of Insurance Policy.
- (g) Particulars of certificate of Fitness.
- (h) The sector and routes to be followed by the vehicle.
- (i) Amount paid \_\_\_\_\_
- (j) Permit issued on \_\_\_\_\_
- (k) Valid up to -----from date of issue.
- (l) Land Customs Station(s) of entry and exit.

Signature of the applicant: \_\_\_\_\_

PART II (For Office use)

Signature, designation and seal  
of the competent authority of the country of origin \_\_\_\_\_

Signature, designation and seal  
of the competent authority of the country of transit, if any \_\_\_\_\_

Signature, designation and seal  
of the counter signing authority of the country of destination \_\_\_\_\_

Note:

1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except those taxes / charges which are equally applicable to vehicles of the destination country.
2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.
3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.
4. Competent authorities for the purpose of this schedule will be Embassies/Consulates of the country of Destination.



PROTOCOL CONTAINING DETAILS ON ROUTE, ROUTE MAP, EDUCATION  
OF PERMITTED NEUT OR RECREATION PLACES, TOLLS AND CHECK  
POSTS FOR PASSENGER, PERSONAL AND CARGO VEHICULAR  
TRAFFIC BETWEEN INDIA AND AFGHANISTAN

A. DETAILS OF ROUTE

S. No.	Name of Land Customs Station/Immigration Check post/other relevant details	Sector/Route Agreed	Number of Permits for the Sector/Route for each country
I.	Afghanistan (Kabul)  Lahore (Pakistan)	Islam Qala-Herat-Lashkargah- Kandahar-Ghazni-Kabul- Jalalabad-Turkham-Peshawar- Islamabad-Lahore-Karachi- New Delhi-Karachi-Kabul- Islam Qala	To be mutually satisfied
II.	Afghanistan (Kabul)  Lahore (Pakistan)	Shirkhan's Harbor-Baghlan- Kabul-Jalalabad-Harbor of Turkham-Islamabad -Lahore- New Delhi- Islamabad-Kabul- Shirkhan Harbor	To be mutually satisfied

COMPETENT AUTHORITY UNDER REFERENCE IN ARTICLE 11 (2) OF THIS AGREEMENT WILL BE THE AUTHORITIES SPECIFICALLY DESIGNATED AS UNDER. LIST OF COMPETENT AUTHORITIES MAY BE MODIFIED SPECIFICALLY BY BOTH THE CONTRACTING PARTIES.

A. DETAILS OF ROUTE

S. No.	Name of Land Custom Station/Immigration Check post	Name of Authorities
i.	Amrit Road (India) Lahore (Pakistan)	State Transport Authority Punjab
ii.	Amrit Road (India) Lahore (Pakistan)	State Transport Authority Punjab

FORM OF CONDUCTOR'S/CLEANER'S/HELPER'S IDENTIFICATION CARD/DOCUMENT

GOVERNMENT OF \_\_\_\_\_

Sl. No. \_\_\_\_\_

Date of Issue \_\_\_\_\_

1. Issuing Authority
2. Name of Conductor/Cleaner/Helper
3. Father's Name
4. Date of Birth
5. Address  
Permanent Address:-  
  
Present Address:-
6. Nationality

PHOTO

( )  
Signature of the Conductor/Cleaner/Helper

7. Details of Conductor's/Helper's/Cleaner's license:

License No.  
Vehicle Class  
Valid till  
issued by

8. Name and address of owner of passenger vehicle:

Name  
Address  
Present Address:-  
Permanent Address:-

( )  
Signature of the owner of the passenger vehicle

9. Identity card/document valid from \_\_\_\_\_ to \_\_\_\_\_

( )  
Signature and Seal of Competent Authority.

Note: Competent Authority for the above will be the permit issuing authority.

Political Clearance for application submitted online

## Delegation details

Home/Designation/Organization/ Address	Equivalent Rank in GOI	GP	Email	Mobile
Ms Dakshita Das (Joint Secretary) Ministry of Road Transport & Highways	Joint Secretary	10000	rakshan.human@mid.in	9800109400

## Countries to be visited

#	Country Name	From	To
1	Thailand	2017-03-01	2017-06-02

## Purpose of visit:

Bilateral Meetings

Justification why, instead of the visit, Indian Mission abroad cannot be asked to represent our interest:

Nomination has been sought.

## Nature of visit:

Multilateral

## Outcome anticipated from the visit:

Information

Whether concerned Indian Mission(s) / post(s) have been consulted on arrangements and meetings required:

No

## Executive Approval of visit:

(Yes Approval Authority (Minister/PT/IFS))

## Source of Funding for the Visit:

Central Government

The Ministry of External Affairs has no objection from the political angle to the visit as per details above.

It is recommended that the following guidelines be observed for official visits abroad to the extent feasible:

- (i) The delegation/visitor is requested to keep the Indian Mission/Post informed of the programme and the outcome of the visit.
- (ii) A member of the Mission/Post should be included for the formal meetings with foreign authorities. Where a Minister or Secretary leads a delegation, the Head of the Mission/Post should invariably be shown as a member of the delegation. Where applicable, the leader of the delegation should call on our Head of Mission/Post at the earliest opportunity; and
- (iii) Adequate funds should be carried by the delegation for meeting expenditure on entertainment, etc. or a copy of financial sanction issued by a competent authority should be carried along in case of official visits.

Outcome report may please be submitted online after conclusion of the visit.

(This is a digitally generated document and does not have a signature)

FORM OF PERMIT

(as Per Article III (3) of the Agreement)

Permit for Regular Passenger Transportation

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART-I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Name, Address and Nationality of the authorized operator of vehicle.
- (c) Registration number of the vehicle.
- (d) Make, Model and year of manufacture of the vehicle.
- (e) Engine number of the vehicle.
- (f) Chassis number of the vehicle.
- (g) Seating capacity including driver and other staff.
- (h) Particulars of Insurance Policy.
- (i) Particulars of certificate of Fitness.
- (j) The starting and terminal points in each country.
- (k) The sector and routes to be followed by the vehicle.
- (l) Amount paid \_\_\_\_\_
- (m) Permit issued on \_\_\_\_\_
- (n) Valid up to \_\_\_\_\_
- (o) Land Customs Station(s) of entry and exit.

Signature of applicant: \_\_\_\_\_

PART-II (For Office use)

Signature, designation and seal  
of the competent authority \_\_\_\_\_  
of the country of origin

Signature, designation and seal  
of the competent authority \_\_\_\_\_  
of the country of transit, if any

Signature, designation and seal  
of the counter signing authority \_\_\_\_\_  
of the country of destination

Permit renewed from \_\_\_\_\_ up to \_\_\_\_\_

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal

of the counter signing authority \_\_\_\_\_

of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificate, etc. will be carried by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. The said passenger vehicle will have painted in English and in the official language of the respective country/state in orange colour on white surface on both the left and the right side of the said vehicle, with each letter being not less than one inch (2.5 cms.) high and one inch (2.5 cms.) wide legibly painted on a plain surface or a plate or plates affixed to the said vehicle, namely, name of the country, the starting & terminal points for each country and the route.

FORM OF PERMIT

(As Per Article III (4) of the Agreement)

Permit for Regular Cargo Transport

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART-I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Name, Address and Nationality of the authorized operator of vehicle.
- (c) Registration number of the vehicle.
- (d) Make, Model and year of manufacture of the vehicle.
- (e) Engine number of the vehicle.
- (f) Chassis number of the vehicle.
- (g) Particulars of Insurance Policy.
- (h) Particulars of certificate of Fitness.
- (i) The starting points in each country.
- (j) The sector and routes to be followed by the vehicle.
- (k) Amount paid \_\_\_\_\_
- (l) Permit issued on \_\_\_\_\_
- (m) Valid up to \_\_\_\_\_
- (n) Land Customs Station(s) of entry and exit.
- (o) Maximum axle load (metric tons) \_\_\_\_\_

Signature of the applicant: \_\_\_\_\_

PART-II (For Office use)

Signature, designation and seal  
of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal  
of the competent authority \_\_\_\_\_

of the country of transit, if any

Signature, designation and seal  
of the counter signing authority \_\_\_\_\_

of the country of destination

Permit renewed from \_\_\_\_\_ up to \_\_\_\_\_

Signature, designation and seal

of the competent authority \_\_\_\_\_

of the country of origin

Signature, designation and seal

of the counter signing authority \_\_\_\_\_

of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be carried by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. The said cargo vehicle will have painted in English and in the official language of the respective country/state in orange colour on white surface on both the left and the right side of the said vehicle, with each letter being not less than one inch (2.5 cms.) high and one inch (2.5 cms.) wide, legibly painted on a plain surface or a plate or plates affixed to the said vehicle, namely, name of the country, the starting & terminal points in each country and the route.



(As Per Article III (5) of the Agreement)

Permit for Personal Vehicle

(One copy will be provided to each designated Customs Officer of the authorized Land Customs Station).

PART-I (To be filled up by the applicants)

- (a) Name, Address and Nationality of the owner(s) of transport vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle.
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of insurance Policy against third party risk.
- (g) The sector and routes to be followed by the vehicle.
- (h) Amount paid \_\_\_\_\_
- (i) Permit issued on \_\_\_\_\_
- (j) Valid up to \_\_\_\_\_
- (k) Land Customs Station(s) of entry and exit.

Signature of the applicant: \_\_\_\_\_

PART-II (For Official Use)

Signature, designation and seal of the competent authority of the country of origin \_\_\_\_\_

Signature, designation and seal of the competent authority of the country of transit, if any \_\_\_\_\_

Signature, designation and seal of the counter signing authority of the country of destination \_\_\_\_\_

Note: 1. No additional charges such as entry or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except those taxes /charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.

Form D

TOILET PERMIT  
(As Per Article III-6 of the Agreement)

Permit for non-regular passenger vehicles for duty free up to 30 days.

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART - I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle.
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of Insurance Policy.
- (g) Particulars of certificate of Fitness.
- (h) The sector and routes to be followed by the vehicle.
- (i) Amount paid \_\_\_\_\_
- (j) Permit issued on \_\_\_\_\_
- (k) Valid up to -----from date of issue.
- (l) Land Customs Station(s) of entry and exit.

Signature of the applicant: \_\_\_\_\_

PART - II (For Office use)

Signature, designation and seal  
of the competent authority of the country of origin \_\_\_\_\_

Signature, designation and seal  
of the competent authority of the country of transit, if any: \_\_\_\_\_

Signature, designation and seal  
of the counter signing authority of the country of destination \_\_\_\_\_

Note:

1. No additional charges such as petrol or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except these taxes / charges which are equally applicable to vehicles of the destination country.
2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.
3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.
4. Competent authorities for the purpose of this schedule will be Embassies/Consulates of the country of Destination.

ANNEXURE - I

PROTOCOL CONCERNING DETAILS OF ROUTE, ROUTE MAPS, FACILITIES  
 SAFETY, REST, VISITS OF RECREATION PLACES, TOURS AND OTHER  
 COSTS FOR PASSENGER, PERSONAL AND CARGO MOVEMENT  
 TRAFFIC BETWEEN INDIA AND AFGHANISTAN

A. DETAILS OF ROUTE

S.No.	Name of Land Custom Station/Immigration Check post/other relevant details	Section/Route Agreed	Number of Permits for the Section/Route for each country
1.	Kandahar (Afghanistan)  Lahore (Pakistan)	Islam Qala-Herat-Lashkargah-Kandahar-Ghazni-Kabul-Jalalabad-Turkham-Peshawar-Islamabad-Lahore-Murree-New Delhi-Karachi-Kabul-Islam Qala	To be mutually settled
2.	Shikhar Harbor (India)  Lahore (Pakistan)	Shikhar Harbor-Bugshan-Kabul-Jalalabad-Harbor of Turkham-Islamabad-Lahore-New Delhi-Islamabad-Katua-Shikhar Harbor	To be mutually settled

COMPONENT SUPPLY UNDER REFERENCE IN ARTICLE 11 (2) OF THIS  
AGREEMENT WILL BE THE AUTHORITIES SPECIFICALLY MENTIONED AS  
UNDER LIST OF COMPONENT AUTHORITIES TO BE MAINTAINED  
SPECIFICALLY BY BOTH THE CONTRACTING PARTIES

A. DETAILS OF ROUTE

S. No.	Name of Land Custom Station/Immigration Check post	Name of Authority
i.	Amritsar (India) Lahore (Pakistan)	State Transport Authority Punjab
ii.	Amritsar (India) Lahore (Pakistan)	State Transport Authority Punjab

FORM OF CONDUCTOR'S/CLEANER/HELPER'S IDENTITY CARD/DOCUMENT

GOVERNMENT OF \_\_\_\_\_

Sl. No. \_\_\_\_\_  
Date of Issue \_\_\_\_\_

- 1. Issuing Authority
- 2. Name of Conductor/Cleaner/Helper
- 3. Father's Name
- 4. Date of Birth
- 5. Address  
Permanent Address:-  
  
Present Address:-
- 6. Nationality

PHOTO

( \_\_\_\_\_ )  
Signature of the Conductor/Cleaner/Helper

7. Details of Conductor's/Helper's/Cleaner's license:

License No.  
Vehicle Class  
Vehicle  
Issued by

8. Name and address of owner of passenger vehicle:

Name  
Address  
Present Address:-  
Permanent Address:-

( \_\_\_\_\_ )  
Signature of the owner of the passenger vehicle

9. Identity card/document valid from \_\_\_\_\_ to \_\_\_\_\_

( \_\_\_\_\_ )  
Signature and Seal of Competent Authority.

Note: Competent authority for the above will be the permit issuing authority.

Delegation details

Name/Designation/Organization/Address	Equivalent Rank in GOI	GP	Email	Mobile
Ms. Dakshita Das (Joint Secretary) Ministry of Road Transport & Highways	Joint Secretary	10000	rs.dashdharma@gmail.com	8860100453

Countries to be visited

#	Country Name	From	To
1	Ireland	2017-03-01	2017-03-02

Purpose of Visit:

Multilateral meetings

Justification why, instead of the visit, Indian Mission abroad cannot be asked to represent our interest:

Nomination has been enough.

Nature of visit:

Multilateral

Outcome or objective from the visit:

Negotiation

Available documents in file (Mission's) / (visas) have been conducted on arrangements and which are required.

Sanctioning Authority for the visit:

Yan Approval Authority (Minister (PT) M.S.)

Source of Funding for the Visit:

Central Government

The Ministry of External Affairs has no objection from the political angle to the visit as per details above.

It is recommended that the following guidelines be observed for official visits abroad to the extent feasible.

- (i) The delegation/visitor is requested to keep the Indian Mission/Post informed of the programme and the outcome of the visit.
- (ii) A member of the Mission/Post should be included for the formal meetings with foreign authorities. Where a Minister or Secretary leads a delegation, the Head of the Mission/Post should invariably be shown as a member of the delegation. Where applicable, the leader of the delegation should call on our Head of Mission/Post at the earliest opportunity; and
- (iii) Adequate funds should be carried by the delegation for meeting expenditure on entertainment etc. or a copy of financial sanction issued by a competent authority should be carried along in case of official visits.

Outcome report may also be submitted online after conclusion of the visit.

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