

Stamp Paper worth Rs. 500

AGREEMENT FOR HIRING OF GODOWNS (SCIENTIFIC CATEGORY- A) BY PSWC

This agreement is executed on _____ between PSWC acting through its District Manager, PSWC, _____, which expression includes its successors and assignees hereinafter referred to as the First Party

AND

| Sr. No. | Name of Partners/Directors /Co-owners/Proprietor / Owner(s) etc. as the case may be | Relation | Mobile No. | Address | %age Share |
|---------|---|----------|------------|---------|------------|
| | Detail to be provided by the DM | | | | |
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Who is/ are the Partners/Directors/Co-owner(s)/proprietor/Owner(s) etc. of M/s _____ having Registered Address _____ and Correspondence Address _____ having _____ MT Godown Capacity (Category-A) located at _____ District _____ hereinafter referred to as Second Party.

Whereas First Party, has accepted the offer of the Second Party to hire the Godown Capacity on rent on the following terms & conditions:

1. That Second Party agrees to rent out the Godown Capacity(s) _____ MT i.e. _____ Quintals (Bearing Godown No. ____ to ____) to the First Party on GHB w.e.f. _____ or from the first date of storage of stocks whichever is later.
2. Whereas the First Party undertakes to pay the rent to the Second Party as agreed to in the clause 8 below on GHB (General Hiring Basis) w.e.f. _____ or from the first date of storage of stocks, whichever is later. This hiring will be co-terminus with hiring done on GHB by FCI, where FCI stocks are placed in the godowns. In case of stocks stored by other party other than FCI, the Second Party shall have the right to vacate the godowns with one month notice to the First Party. The hired Godown Capacity would be vacated by the First Party after complete liquidation of stocks. The agreement shall come to an end on the date on which intimation about vacation of Godown Capacity is sent by the First Party to the Second Party. In case, Second Party issues notice for de-hiring the godown capacity & FCI is reluctant to release the payment of storage charges on GHB for the intervening period i.e. from the date of de-hiring notice till the date of de-hiring of godown capacity, the Second Party shall accept the godown rent subject to release of storage charges by FCI on GHB/ASB for the said period.
3. In addition to foodgrains, the First Party shall be authorized to store stock articles like Gunny bales/Gunny bundles, Twine, Dunnage materials, Polythene Covers/ Sheets etc. in the premises during the period of hiring.
4. That the agreement has been executed between First Party & Second Party and in case during the agreement period & after the de-hiring of Godown capacity, if any, dispute arises (in regard to ownership of the Storage Space /Property/ Premises hired by the First Party from Second Party as well as in regard to rent etc.) by any of the Co-owner(s)/Partner(s) of the Second Party or Third Party i.e. any Person/Private Company/Private firm/ Government Department of State & Central then Second Party shall be solely responsible for all disputes and its consequences in the manner suffered by the First Party. First Party shall not be held responsible for disputes attributable to Second Party or third party.

5. That the Second Party shall neither interfere in the day to day activities nor refrain the First Party in preservation/ inspection/ security/ watch & ward of stocks and at the time of storage & liquidation of stocks or any reason(s), failing which the Second Party shall be held fully responsible and accountable for all the losses that is caused to the First Party.
6. That no extra rent shall be demanded by the Second Party in respect of foodgrain stocks or stock articles stored in excess of the determined capacity of the Godown by the First Party.
7. That the payment of rent shall be made on monthly basis. All payment shall be preferably made through ECS/ RTGS as per the details provided by the Second Party in writing.
8. That Second Party agree(s) to accept the rent of Rs. _____/- Per Quintal Per Month (In figure) _____ /- Per Quintal Per Month (in words) and agree(s) to pay any Tax like Property Tax etc., except for the Goods & Service Tax (GST) which is applicable on the property (at the time of hiring) imposed by State Govt./ Central Govt. subsequent to the hiring of storage space and in addition to the Rent, the first Party will only reimburse GST on the property hired and utilized as godowns for the storage of food grain etc. on the production of invoice / receipt of GST deposited by the godown owners with the concerned authority.
9. That the Second Party shall ensure that there exists a clear and well maintained passage from the main road to the Godown capacity for the entry of heavy vehicles like Trucks/ Trolleys. In case for any reason, the passage becomes blocked later on, the Second Party shall be responsible for providing an alternate passage, failing which, the First Party would be at liberty to get an alternate passage at the risk & cost of the Second Party besides other damages arising out of this process.
10. That during the agreement Period, in events, the Second Party rescinds the arrangement of continuance of the hiring of Godown capacity by the First Party in writing then First Party will examine the matter and if it is appropriate for the First Party then the matter will be taken up with the Department Concerned for evacuation of stocks from the premises of Second Party. In case entire stocks are not liquidated within notices period then stocks will be shifted from the premises of Second Party by the First Party at the risk & cost of the Second Party. In such case the rate of rent as agreed upon in clause 1 & 8 ibid shall be reassessed and then be fixed by the First Party.
11. That during the agreement Period, in events, the First Party is constrained to vacate the godown capacity due to the reason(s) attributable to the Second Party like issuance of notice by the Third Party i.e. Bank/ State & Central Govt. Department/ Court/Firm/Person etc. under the statutory provision then Second Party shall be fully responsible and liable for the loss caused to the First Party.
12. That at the time of hiring/ after hiring of Godown Capacity, in case any deficiencies and Annual repair/ Casual repair/ Special repair of Godown capacity (including all infrastructure) are noticed by the First Party then First Party shall send a notice of one month to the Second Party for removal of such deficiencies/ carrying out the repair work. The Second Party shall complete all the notified repair works within one month from the date of issuance of notice by the First Party. In case of default in this regard then First Party shall have the option to effect such repair works at the risk & cost of the Second Party after serving the final notice to the Second Party conveying estimated cost of repairs which is to be prepared by the First Party. Once the final notice is served by the First Party then Second Party shall have no option to carry out the repair work at its own cost and refrain the First Party for carrying out the repair work at the risk & cost of the Second Party. The expenditure incurred thereof shall be deducted from the monthly rent till the realization of the full amount.

13. That in case of urgency, a week even a shorter notice as the situation may demand, shall be served by the First Party to Second Party for carrying out the repair for removal of such deficiencies/ carrying out the repair work. The Second party shall complete all the notified repair works within given time from the date of issuance of notice by the First Party. In case of default in this regard then First Party shall have the option to effect such repair works at the risk & cost of the Second Party after serving the final notice to the Second Party conveying estimated cost of repairs which is to be prepared by the First Party. Once the final notice is served by the First Party then Second Party shall have no option to carry out the repair work at his own cost and to refrain the First Party for carrying out the repair work at the risk & cost of the Second Party. The expenditure incurred thereof shall be deducted from the monthly rent till the realization of the full amount. In case Second Party does not undertake necessary repair & maintenance works and First Party desires to vacate the capacity for this reason, the Second Party shall accept the godown rent subject to release of storage charges to PSWC by FCI on GHB/ASB or any other term. If any deduction is made by FCI on account of non-carrying out the required repair & maintenance works and First Party shall release the rent after deducting the same which shall be acceptable to the Second Party without any objection.
14. That the Godown capacity shall be used by the First Party for storage of food grains or other articles as mentioned in clause 3 above so it would be imperative for Second Party to provide the smooth supply/ availability of adequate drinkable water for labour and preservation of stocks besides electricity for security & day to day activities for preservation of stocks as per the requirement of First Party.
15. That it is mutually agreed between the parties that the First Party would pay the electricity & water charges, as applicable, during the period of hiring of the godown capacity. All outstanding dues/arrears of water and electricity charges at the time of hiring, if any, shall be the responsibility of the Second Party and shall not be paid by the First Party. All outstanding dues arrears/penalties, if any, of the water and electricity charges at the time of hiring of space by the First Party shall be defrayed by the Second Party before offering the space to First Party.
16. That First Party shall be the sole owner of foodgrain stocks and stocks articles stored on the hiring godowns and thus, the Second Party shall not mortgage/hypothecate the stocks or stocks articles stored in its premises by the First Party during the period of hiring or until complete liquidation of stocks and stock articles in any case. Dead stock articles will be shifted/ lifted from the premises within one week after complete liquidation of stocks stored and no rent of this period shall be paid to the Second Party.
17.
 - i) The provision of Arbitration & Conciliation Act, 1996, as amended upto date, shall apply to the arbitration proceedings for resolving the dispute having arisen under this agreement.
 - ii) All the disputes and differences arising out of or in any manner touching or concerning the agreement, whatsoever, shall be referred to a Sole Arbitrator, who shall be nominated by the Second party out of the panel of Arbitrators named below for which parties have mutually agreed without any demur, keeping in view the provisions of Section 12(5) of the Arbitration & Conciliation Act, 1996;
 1. Sh. Gopal Krishan Dhir, District & Sessions Judge (Retd.)
 2. Sh. G.S. Saran, District & Sessions Judge (Retd.)
 3. Sh. Birinder Singh, District & Sessions Judge (Retd.)
 4. Sh. B.C. Gupta, Addl. District & Sessions Judge (Retd.)
 5. Sh. Tej Ram Bansal, Addl. District & Sessions Judge (Retd.)

The Arbitrator shall be nominated within 30 days by the Second party out of the aforementioned agreed panel; otherwise, the First Party shall nominate the arbitrator from above names after the expiry of 30 days' notice, which shall be issued under registered post.

iii) It is a term of this agreement that in the event of such Arbitrator, to whom the matter originally referred to, expires, vacating his office, being unable to act as an Arbitrator due to any reason and resigning for any reason, the procedure mentioned in para (ii) above will be followed for appointment of new arbitrator. Such newly chosen and appointed Arbitrator shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

iv) The award of Arbitrator shall be final and binding on the parties to this contract.

v) The arbitration proceedings shall be conducted at Chandigarh in English language. The Arbitrator shall be deemed to have entered on the reference on the date when first hearing of case takes place after due notice to the parties, irrespective of whether both the parties are present or not on that date.

18. The parties to the agreement have agreed that all the disputes arising out from this agreement shall be subject to the jurisdiction of Ld. Civil Court, under whose territorial jurisdiction the property situates.

19. That the necessary stamp duty and registration etc., if required under the law, for this agreement shall be borne by the Second Party.

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| Signature & Seal of DM, PSWC, (First Party) | | Signature of all the Partners/ Co-owners /Owner(s)/Proprietor /Authorized Signatory (Second Party) | |
| (Name & Designation) | Signature | (Name & Address) | Signature |
| | | | |
| | | | |
| In presence of following witnesses | | | |
| (Signature of the witness No. 1) | | (Signature of the witness No. 2) | |
| (Name & Address) | Signature | (Name & Address) | Signature |
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