

Stamp Paper worth Rs. 100

**AGREEMENT FOR HIRING OF PUCCA BRICK PAVED/LINE OR MANDI YARD PLINTH BY PSWC**

Place: \_\_\_\_\_

Date of Hiring: \_\_\_\_\_

This agreement is executed on \_\_\_\_\_ between PSWC acting through its District Manager, PSWC, \_\_\_\_\_, which expression includes its successors and assignees as the First Party

AND

Sr. No.	Name of Partners/Directors /Co-owners/Proprietor / Owner(s)/ Members etc. as the case may be	Relation	Mobile No.	Address	%age Share
	Detail to be provided by the DM				

Who is/ are the Partners/Directors/Co-owner(s)/Pproprietor/Owner(s) etc. of M/s \_\_\_\_\_ having Registered Address \_\_\_\_\_ and Correspondence Address \_\_\_\_\_ having \_\_\_\_\_ MT Plinth Capacity (**Category-D**) located at \_\_\_\_\_ District \_\_\_\_\_ hereinafter referred to as Second Party.

Whereas the Second Party has rented out \_\_\_\_\_ MT Plinth Capacity (\_\_\_\_ Stacks X 150 MT = \_\_\_\_\_ MT) to the First Party, in accordance with the terms & conditions as mentioned below in this agreement.

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

1. That the Second Party agrees to rent out the Plinth Capacity of \_\_\_\_\_ MT i.e. \_\_\_\_\_ Quintals to the First Party on ASB w.e.f. \_\_\_\_\_ or from the first date of storage of stocks whichever is later.
2. That the Plinth Capacity shall be hired w.e.f. \_\_\_\_\_ or from the first date of storage of stocks whichever is later, till complete liquidation of stocks or declaration of the Plinth Capacity as 'vacant', by the First Party, as the case may be. The hired Plinth 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 Plinth Capacity is sent by the First Party to the Second Party.
3. In addition to foodgrains, the First Party shall also store stocks articles like Gunny bales/Gunny bundles, Twine, Dunnage materials, Polythene Covers/ Sheets etc., if needed, in the premises during the period of hiring without any extra rent.

4. That this agreement is being executed between the First Party & the Second Party and in case during the agreement period & after de-hiring of Plinth capacity, any dispute, if 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 Partner/Directors/Co-owner(s)/proprietors/owners of the Second Party or Third Party i.e. any Person/Private Company/Private firm/ Government Department of State & Central Tax Authorities, then, the Second Party shall be solely responsible for all the disputes and its consequences. The First Party shall not be held responsible for any dispute attributable to the Second Party or the 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 at the time of storage / liquidation of stock and after the storage or for any other purpose(s) failing which, the Second Party shall be held fully responsible and accountable for all the losses caused to the First Party.
6. That no extra rent shall be demanded by the Second Party in respect of foodgrain stocks or stocks articles stored in excess of the determined capacity of the Plinth by the First Party.
7. That the payment of rent shall be made on monthly basis. All the payment shall be preferably made through ECS/ RTGS as per the details provided by the Second Party in writing.
8. That the Second Party agree(s) to accept the rent @ Rs. \_\_\_\_/- Per Quintal Per Month for the capacity, period and mode of hiring as agreed in Para No. 1 and further, agree(s) to pay Tax, if any which is applicable on the property at the time of hiring, like Property Tax/ GST etc. and subsequent to the hiring of storage space, as imposed by State Govt./ Central Govt.
9. That the Second Party shall ensure that there exists a clear and well maintained passage from the main road to the Plinth capacity for the entry of heavy vehicles like Trucks/ Trolleys etc. In case, for any reason, the passage becomes blocked later on, the Second Party shall be responsible for providing an alternate provision, failing which, the First Party shall 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 period of hiring of plinth capacity, in events, the Second Party rescinds the arrangement of continuance of the hiring of Plinth capacity by the First Party in writing, then, the First Party will examine the matter, and if it is feasible for the First Party to shift the stocks stored in the rented premises, then, the stocks will be shifted from the premises of the Second Party by the First Party at the risk & cost of the Second Party. In such case, the rent shall not be paid from the date of issuance of notice by the Second Party till the date of de-hiring of the plinth capacity.

If it is not feasible to shift the stocks then plinth capacity shall be de-hired upon the complete liquidation of stocks.

11. That during the period of hiring of plinth capacity, in events, the First Party is constrained to vacate the plinth 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 any statutory provision, then, the Second Party shall be fully responsible and liable for the loss caused to the First Party including the expenses borne on account of shifting of stocks in emergency.

12. i) That at the time of hiring/ after hiring of Plinth Capacity, in case, any deficiency on account of repair of plinth capacity is noticed by the First Party, then the First Party shall send a notice of one month to the Second Party for removal of such deficiency/ need for repair. The second party shall complete all the notified repair works within one month from the date of issuance of the notice by the First Party. In case of default in this regard, then the First Party shall have the option to effect such repair at the risk & cost of the Second Party after serving the final notice to the Second Party conveying estimated cost of the repairs, once the repair works started by the First Party, then the Second Party shall have no option to carry out the repair works at his own cost and to refrain the First Party for carrying out the repair works at the risk & cost of the Second Party. The expenditure incurred thereon shall be deducted from the monthly rent till the realization of the full amount.

ii.) That in case of urgency, a week or even a shorter notice may be served by the First Party to the Second Party for carrying out the repairs as notified by the First Party. In case of default in this regard, then the First Party shall have the option to effect such repair at the risk & cost of the Second Party after serving the final notice to the Second Party conveying estimated cost of repairs, Once the repair works started by the First Party, then the Second Party shall have no option to carry out the repair works at his own cost and to refrain the First Party for carrying out the repair works at the risk & cost of the Second Party. The expenditure incurred thereon shall be deducted from the monthly rent till the realization of the full amount.

13. That the Plinth capacity shall be used by the First Party for storage of food grains or any other article(s) as mentioned in Para 3 above so it would be imperative for the Second Party to provide 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 requirements of the First Party.
14. That it is mutually agreed that the First Party would pay the electricity & water charges, as applicable, during the period of hiring of the plinth. All the 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 the outstanding dues/ arrears/ penalties, if any, of the water and electricity charges at the time of hiring of plinth capacity by the First Party shall be defrayed by the Second Party before offering the plinth capacity to the First Party.
15. That the First Party shall be the sole owner of foodgrain stocks and the stock articles stored on the hired plinth capacity and thus, the Second Party shall not mortgage/hypothecate the stocks or stock articles stored in its premises by the First Party during the period of hiring or until complete liquidation of stocks or the 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.
16. 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 contract.  
  
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 contracting party out of the panel of arbitrators named in the present agreement clause 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 Contracting party out of the agreed panel; otherwise, the PSWC shall nominate the arbitrator after the expiry of 30 days' notice, which shall be issued under registered post.

iii.) It is a term of this Contract 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.

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

**Signature & Seal of DM, PSWC,  
(First Party)**

**Signature of Second Party**

Name	Designation	District

Name	Signature

**In presence of following witnesses**

**(Signature of witness No.1)**

**(Signature of witness No.2)**