



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



No. CWC-CD/ISO/AGREEMENT/09-10

Dated: 11.8.09

Shri _____

Regional Manager,
Central Warehousing Corporation,
Regional Office,

**SUB: MODEL AGREEMENT FOR HIRING OF GODOWNS AND FOR
DEDICATED WAREHOUSES – CORRIGENDUM - REG.**

Sir,

In supersession of this office letter of even number dated 6.8.09 it is to inform that Para No.2 of the Draft Agreement for hiring of godowns may be read as under:-

"THE SECOND PARTY will during the continuance of his tenancy pay to the Owner for the actual period of occupation a rent at the monthly rate of Rs. _____ (Rs. _____) per sq. ft. inclusive of property tax but exclusive of electric and Water charges. Service Tax, if applicable, will be payable by the Second Party. It is agreed that there would be revision of rent at the rate of 10% after every three year. The owner will pay all other charges like fees, cesses rates & taxes inclusive of property tax & ground rent. Any increase in property tax or other taxes due to any reason would be the responsibility of the Owner. No Insurance of the premises will be taken by the Second Party. If so desired, or if so required by law, owner shall insure the premises at his own cost against such events as they may desire or as may be required by law and the Second Party shall not be responsible for any damage to the leased premise, arising out of hazard of fire or any other natural causes".

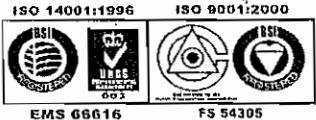
Similarly, the Para No.5 may also be read as under:-

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"THE OWNER shall during the terms of the tenancy keep the premises, at their own cost, in a leak-proof condition and fit in all respects for storage of any commodity inclusive of foodgrains, fertilizers, manures and hazardous and extra hazardous commodities. The Owner shall carry out at their own cost such alterations and repairs to the roofs, floors, walls, doors, windows etc. of the godown/premises as may be necessary and keep the godowns leak proof and fit in all respects for the storage of



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foodgrains and other aforesaid commodities. The initial alterations and repairs will be completed before the godowns are handed over for occupation. Providing of lighting arrangement in the godowns, plugging of roof leakages and replacement of broken glass panes (if any) are to be completed by the owner before taking over of the godowns by the Second Party. The Owner shall also carry out from time to time such alterations and repairs as are required to keep the godowns in a leak proof conditions and fit in all respects for storage of foodgrains and other aforesaid commodities as are required by the Second Party, within fifteen days of the receipt of a notice from the Second Party. If the Owner neglects/fails to carry the alterations and repairs as aforesaid, the Second Party shall have the right to get the alterations and repairs done and in addition to other mode of recovery of the cost so incurred, it shall be deductible by the Second Party from the rent due or falling due to the Owner, the balance, if any, being also recoverable from the Owner".

The other points of the agreement will remain same as circulated vide letter dated 6.8.09. Since this is a model agreement, any minor change if required may be done by RM under-intimation to Corporate Office.

Yours faithfully,


(O.P. BHARATI)
GENERAL MANAGER (COMM.)

Copy to:-

1. The CVO, CWC, CO, New Delhi.
2. The GM (Fin.), CWC, Finance Division, CO, New Delhi.
3. The AGM (IA), CWC, Internal Audit Division, CO, New Delhi.
4. PS to MD/Director(Fin)/Director(Pers)/Director(M&CP) for information.
5. Master File.

Copy to M(1B)

AGREEMENT FOR HIRING OF GODOWN

AN AGREEMENT FOR HIRING OF GODOWN MADE ON THIS _____
Day OF _____ between _____

(hereinafter called the Owner which expression shall where the context so admits include their heirs, Legal representatives successors and assigns) of the one part and the Central Warehousing Corporation, constituted under the Warehousing Corporations Act, 1962 having its Corporate Office at "Warehousing Bhavan", Siri Institutional Area, Hauz Khas, New Delhi-110 016 through its Regional Manager, Central Warehousing Corporation, Regional Office,

(hereinafter called the Second Party which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREBY IT IS agreed as follows:

1. THE OWNER HEREBY AGREE to let and the Second Party hereby agrees to take on _____ sq.ft.area for an initial period of _____ months/year from _____ and thereafter subject to as hereinafter mentioned the godown premises described in the schedule hereto.

2. THE SECOND PARTY will during the continuance of his tenancy pay to the Owner for the actual period of occupation a rent at the monthly rate of Rs. _____ (Rs. _____) per sq ft. inclusive of house tax but exclusive of electric and Water charges and Centre/State levies which will be payable by the Second Party. It is agreed that there would be revision of rent at the rate of 10% after every three year. The owner will pay all other charges like rates, fees, cesses and taxes inclusive of ground rent. Any increase in property tax or other taxes due to any reason would be the responsibility of the Owner. No Insurance of the premises will be taken by the Second Party. If so desired, or if so required by law, owner shall insure the premises at his own cost against such events as they may desire or as may be required by law and the Second Party shall not be responsible for any damage to the leased premise, arising out of hazard of fire or any other natural causes.

3. THE Agreement will be renewable for a further period of _____ (months/year) on the same terms and conditions at the option of the Second Party at the end of the terms herein-before mentioned and so on from time to time thereafter at the end of such successive further term, and this option shall be deemed to have been exercised and the agreement shall be deemed to have been automatically renewed if the Second Party continues to retain possession of the demised premises on the expiry of the initial period or on the expiry of any subsequent terms, as the case may be.

4. THE SECOND PARTY shall be free to store such commodities inclusive of hazardous and extra hazardous commodities as it deems fit for warehousing purpose.

5. THE OWNER shall during the terms of the tenancy keep the premises, at their own cost, in a leak-proof condition and fit in all respects for storage of any commodity inclusive of foodgrains, fertilizers, manures and hazardous and extra hazardous commodities. The Owner shall carry out at their own cost such alterations and repairs to the roofs, floors, walls, doors, windows etc. of the godown/premises as may be necessary and keep the godowns leak proof and fit in all respects for the storage of foodgrains and other aforesaid commodities. The initial alterations and repairs will be completed before the godowns are handed over for occupation. Providing of lighting arrangement in the godowns shall be completed within three days of taking over the godowns, plugging of roof leakages and replacement of broken glass panes within a week of taking over of the godowns by the Second Party. The Owner shall also carry out from time to time such alterations and repairs as are required to keep the godowns in a leak proof conditions and fit in all respects for storage of foodgrains and other aforesaid commodities as are required by the Second Party, within fifteen days of the receipt of a notice from the Second Party. If the Owner neglects/fails to carry the alterations and repairs as aforesaid, the Second Party shall have the right to get the alterations and repairs done and in addition to other mode of recovery of the cost so incurred, it shall be deductible by the Second Party from the rent due or falling due to the Owner, the balance, if any, being also recoverable from the Owner.

6. THE OWNER shall provide necessary access to the storage godown/premises to all motor vehicles, carts, etc. of Second Party or depositors bringing to or taking away from the godowns stocks of foodgrains and other aforesaid commodities and to all personnel engaged for the transport of those commodities and management and supervision of the storage godowns/premises.

7. The Owner shall maintain at their own cost all approaches to the godowns/premises within their premises in a motorable condition.

8. The Owner shall allow free of all charges the use of existing electric fittings in the godowns/premises and near about places.

9. Save as herein provided, the Owner and Second Party will have the rights and will be subject to the liabilities mentioned in Section 108 of the Transfer of Property Act, 1882.

10. The Owner shall provide, at their own cost, separate electric and water meters for the demised godown/premises to enable the Second Party to pay conveniently the electric and water charges thereof.

11. This agreement is required to be registered and all incidental expenses connected with the execution of this deed and the stamp duty shall be borne by the Owner. However initially the same shall be paid by Second Party for and on behalf of Owner and the same shall be adjusted from the rent amount paid by Second Party.

12. It is agreed specifically that the tenancy hereby created shall be terminated only at the option of the Second Party at any time by giving one month's notice

ARBITRATION CLAUSE

13. All disputes and differences arising out it or in any way touching upon or concerning this agreement whatsoever shall be referred to the Sole Arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such Arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason the Central Warehousing Corporation at that time shall appoint another person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award.

The venue of Arbitration shall be at such place as may be fixed by the Arbitrator at his sole discretion.

The cost of arbitration shall be borne by the parties as per the decision of the Arbitrator.

The Arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid, the Arbitration & conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

In witness whereof the parties hereto have set their hand the day and year first written above.

WITNES

FOR AND ON BEHALF OF

1. _____
2. _____

(Name & Seal of Owner)

WITNESS

FOR AND ON BEHALF OF CWC

1. _____
2. _____

(Regional Manager)

AGREEMENT FOR DEDICATED WAREHOUSING

Central Warehousing Corporation is created under Warehousing Corporations Act, 1962 with the object to provide storage of Food grains and Other Notified Commodities under the Act.

THIS AGREEMENT for dedicated Warehousing is made on this day of _____ between Central Warehousing Corporation having their _____ Regional Office, at _____ (hereinafter called "CWC" which expression shall include its successor or successors in interest assigns and representatives) and M/s _____ represented by its authorized signatory _____ (hereinafter called "the Second Party" which expression shall include its successors or successors in interest and legal heirs and representatives),

AND WHEREAS the Second Party has requested CWC for providing Warehousing facility at Central Warehouse, _____ for storage of _____ (only the notified commodities under The Warehousing Corporation Act, 1962 can be warehoused/stored). In consideration of the Second Party's request and subsequent discussions held in the matter, CWC agrees to provide the storage space of _____ sq. mt at CW, _____ on the following mutually agreed terms and conditions.

1. The Second Party will utilize the storage space of _____ Sq. mt for a period of _____ years w.e.f. _____. Both CWC and Second Party shall have the option of renewing the agreement of the said premises for a further period as agreed at the expiry of the present term of agreement on the same terms and conditions. It is made clear that in case of failure to renew the agreement in writing it shall be deemed that the arrangement stands terminated and the occupation thereafter would be treated as on general warehousing basis. In such situation, all special concessions/benefits available to the second party will immediately be withdrawn by CWC.
2. The rate of storage charges shall be Rs. _____ per sq.mt. or part thereof on gross area basis. The aforesaid storage charges will be subject to enhancement from time to time at the discretion of the Corporation. The service tax will also be payable at applicable rates by Second party.
3. The Second Party shall deposit three months Storage Charges in advance as interest free security deposit with CWC which shall be refundable to the Second Party at the time of vacation of godown after fulfilling all its liabilities.
4. The Second Party shall make their own arrangements for comprehensive insurance of stocks stored in the demised premises, covering thereby stocks against all Insurable risks such as theft,

burglary, pilferage, flood, cyclone, fire, civil commotion etc. renewing the policies from time to time and keeping the policies in force. CWC shall not be responsible to make good any losses/damages to goods and the Second Party shall indemnify CWC for all the costs which may be incurred by CWC for loss minimization with respect to insurance claim or any consequential loss to CWC.

Insurance Policy so obtained by the second party would be endorsed in favour of CWC to protect the Corporation's interest as bailee of the goods.

5. The Second Party will arrange for Insurance Cover for the building/godowns/Furniture & Fixture which are being utilized by them for storing their cargo under dedicated basis. The value of the building of godown is to be intimated by CWC. In case of any mishap and loss to the building, the Second Party will compensate for such loss.
6. The payment of storage charges will be made on the 5th day of every succeeding month. It is also agreed that such bills would be submitted to the Second Party by the Warehouse Manager, CWC, on _____ or before 3rd day of every month. In case the payment is delayed/not made by the 10th day of the month interest @ 15% per annum will be charged and will be payable by Second Party.
7. The Second Party will ensure to carry on their transactions in the said godown under the overall discipline of CWC and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the godown floor at any given time shall not exceed 3.33 MT/sq.mtr.
8. The Second Party is required to take all the clearance/permission etc. for storing the goods from the concerned local authorities and if any liability on account of violation/non compliance occurs, the same will be to the account of the Second Party and CWC will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings.
9. The Second Party is allowed to operate the godown on joint locking and to maintain their own stock accounting and control as on dedicated warehousing basis. The Second Party is also permitted to deploy their own security personnel for the storage space allotted subject to overall discipline and control of the Warehouse Manager of CWC.
10. The Second Party is allowed to arrange their own telephone, Electricity and Water connection for which "No Objection Certificate" will be given by CWC. However, if the Second Party desires to use the electricity arrangement of CWC then:-

- a. The overall load shall not exceed the sanctioned limit.
 - b. Cabling etc. to be done and removed at the cost of the Second Party.
 - c. Separate sub-meter is to be installed by the Second Party at their cost and the electricity charges to be paid on actual basis as calculated in the highest applicability of Electricity Supply Authority's rates alongwith proportionate cess and levies if any calculated on actual consumption basis.
 - d. If due to their using the Electricity, CWC is required to pay a higher tariff for electricity than the prevailing highest tariff applicable, the difference/additional liability, on this score is to be borne by the Second Party.
 - e. CWC is not responsible or arranging water, telephone and electricity connection.
11. CWC agrees to allow the Second Party to carry out their transactions from 9.00 a.m. to 6.00 p.m. without any extra charge on all working day. In case Second Party is required to work beyond these normal working hours or on holidays, the Second Party would be required to give advance intimation to the Warehouse Manager and is also required to make extra payment for this at the rate decided by the CWC.
12. The Second Party shall be entitled to remove its goods, fittings fixtures etc. at their own cost and hand over the godown to CWC after restoring it in the same condition in which it existed at the time of commencement of the agreement.
13. The Second Party shall have to bear service tax and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty if any imposed on execution on this agreement. Second Party shall also have to bear the tax/duty etc. imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts.
14. Any other tax/levy imposed by the local bodies on account of cargo deposited, the same will be payable by the Second Party.
15. The arrangement can be terminated by either party by giving 3 months advance notice, or charges in lieu thereof. However in case breach of provisions/conditions of this agreement by the Second Party, CWC can immediately terminate this arrangement without resorting to three months notice.

ARBITRATION CLAUSE

16. All disputes and differences arising out if or in any way touching upon concerning this agreement whatsoever shall be referred to the Sole Arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason the Central Warehousing Corporation at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award.

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The Arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid, the Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this Clause.

In witness whereof the parties hereto have set their hand the day and year first written above.

Witness

On behalf of CWC

- 1.
- 2.

Regional Manager

Witness

On behalf of _____

- 1.
- 2.

Authorized signatory