



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”.

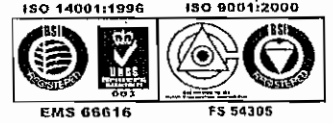
Similarly, the Para No.5 may also be read as under:-

“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

S.R.M.(1.M)
P
my



CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)



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 of 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

1. _____

2. _____

FOR AND ON BEHALF OF

(Name & Seal of Owner)

WITNESS

1. _____

2. _____

FOR AND ON BEHALF OF CWC

(Regional Manager)