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Azadi Ka  
Amrit Mahotsav



केन्द्रीय भण्डारण निगम  
(भारत सरकार का उपक्रम)

**CENTRAL WAREHOUSING CORPORATION**

(A Govt. of India Undertaking)

जन-जन के लिए भण्डारण/Warehousing for Everyone



CWC CO-CD0WO/203/2020-COMMERCIAL-Part(1)

Date : 12.04.2023

**All Regional Managers  
Central Warehousing Corporation  
Regional Office**

**Ahmedabad, Bangalore, Bhopal, Delhi, Chennai, Chandigarh, Guwahati  
Hyderabad, Jaipur, Kolkata, Kochi, Lucknow, Mumbai, Patna**

**Subject: Model Hiring Agreement for hiring of godown –Reg.**

Please Find enclosed a duly approved Model hiring agreement for hiring of Godown. The soft copy of the Model Hiring Agreement is being uploaded on the website for future reference.

Digitally signed by  
RAJEEV KUMAR BANSAL  
Date: 2023.04.12  
10:53:53 +05'30'

**Encls. As Above**

**(Rajeev Kumar Bansal)  
Group General Manager (Commercial)**

**Copy to :**

1. PS to MD,CWC,CO, New Delhi.
2. PS to Dir(Fin), CWC ,CO, New Delhi.
3. PS to Dir (Pers), CWC,CO, New Delhi.
4. All HODs ,CWC, CO, New Delhi.
5. GGM (System),CWC, CO, New Delhi -With the request to arrange to upload the letter on website.

निगमितका0: 4/1, सीरीइंस्टीट्यूशनलएरिया,अगस्तक्रांतिमार्ग, हौज़खास,नईदिल्ली-110016

CO: 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 📞26524100,26611042

ई-मेल: [gmm@cewacor.nic.in](mailto:gmm@cewacor.nic.in), Website: [www.cewacor.nic.in](http://www.cewacor.nic.in)

## MODEL HIRING AGREEMENT

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 Corporation, Act, 1962 having its Corporate Office at “ Warehousing Bhawan” 4/1, Siri Institutional Area, Hauz Khas, New Delhi-110016 through its **Regional Manager**, \_\_\_\_\_ (hereinafter called “CWC” 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 agrees to let out and CWC hereby agrees to take over the Godown(s) [ details whereof are described in the Schedule to the present Agreement ] \_\_\_\_\_ for an initial period of \_\_\_\_\_ with effect from \_\_\_\_\_ and extendable thereafter, subject to mutual agreement (in writing) of both parties.
2. CWC will, during the term of the present agreement and its extension, if any, pay to the owner for the godown premises described in the Schedule , monthly rent at the rate of **Rs. \_\_\_\_\_ (“Rent”)** inclusive of house/property tax but excluding GST, electricity and water charges which will be separately payable by CWC. It is agreed that the Rent shall be revised @3% every year, as against the Rent for the immediately preceding year
3. The Owner will pay all other charges like rates, fees, cesses and taxes inclusive of ground rent, including any other levies chargeable from any authority / local body etc., as and when such amounts become due and payable. Any increase in property tax or other taxes due to any reason, after the date of this agreement, would be the responsibility of Owner. The liability of CWC shall be restricted to the rate of tax(es) applicable as on the date of this Agreement. If so desired, or if so required by law, it shall be the sole responsibility of the Owner to insure the premises/building/structures at its own cost, against such events as they may desire or as may be required by law.
4. CWC shall not be responsible for any damage to the leased premises, arising out of hazard of fire or any other natural causes.
5. The Rent as agreed shall be payable on monthly basis.

6. The agreement will be renewed for a further period of \_\_\_\_\_ years/months on the same terms and conditions with the consent of both the parties i.e. CWC and the Owner of the godown, at the end of the term and so on, from time to time i.e. at the end of such successive/ further term as mutually agreed.
7. CWC shall be free to store any notified commodities inclusive of hazardous and extra hazardous commodities as it deems fit for warehousing purpose belonging to any depositors as per local bye-laws. If required, NOC may also be obtained by CWC from the state authorities. The owner shall have no objection whatsoever.
8. CWC shall be free to allocate the space in the warehouse to any third party on dedicated warehousing terms or any other terms, for which consent of owner is not required.
9. The owner shall, during the term of this agreement and any further extensions thereof, keep the premises, at their own cost, in a leakproof condition and fit in all respects for storage of any commodity inclusive of foodgrains, fertilizers, manures, and hazardous and extra hazardous commodities.
10. The Owner shall carry out, at their own cost, such alternations and repairs to the roofs, floors, walls, doors, window 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. Any alterations and repairs, if required, will be completed before the godowns are handed over for occupation. Providing of lighting arrangements, plugging of roof leakages and replacement of broken glass panes, if required, shall be carried out by the godown owner before handing over/taking over of the godowns. However, if the same is not carried out by the Owner expeditiously, CWC may takeover the Godown and shall carry out the aforesaid work and any expenditure incurred in carrying out the work shall be payable by the Owner, and if not paid, the same shall be adjusted against the Rent of the Godown.
11. 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 condition and fit in all respects for storage of Foodgrains and other aforesaid commodities as are required by CWC within 15 days of the receipt of a notice from CWC. If the owner neglects/fails to carry out the alterations and repairs as aforesaid, CWC shall have the right to get the alterations and repairs carried out and in addition to other modes of recovery of the costs so incurred, it shall be deducted by CWC from the Rent due or falling due to the Owner, the balance if any, being also recoverable from the Owner.
12. Any recovery / deduction made by any end customer on account of deficiency in basic

warehousing infrastructure (including but not limited to washroom facility, drinking water facility, internal roads, drainage, platform, roof sheet, ventilators repairs etc.) from CWC's storage bill, shall be made good from the payable rent/dues of the godown owner.

13. The owner shall provide necessary access to the storage godown/premises to all motor vehicles, carts etc., of CWC 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.
14. The Owner shall maintain, at their own cost, all approaches to the godowns/premises within their premises in a good motorable condition.
15. The Owners shall allow, free of all charges, the use of existing electric fittings in the godowns/premises and near about places.
16. Save as herein provided, the Owner and CWC will have the rights and will be subject to the liabilities mentioned in Section 108 of the Transfer of Property Act, 1882.
17. The Owner shall provide, at their own cost, separate electric and water meters for the demised godown/premises to enable CWC to pay conveniently the electricity and water charges thereof.
18. This agreement is required to be registered and all expenses connected with the execution of this deed and the stamp duty shall be borne by the Owner. However, on the request of Owner, initially the same may be paid by CWC for and on behalf of Owner and the same shall be adjusted from the Rent amount paid by CWC.
19. The owner shall provide fully functional firefighting system, equipment and always charged static water tank in adequate number, readily available at the demised premises. In case it is not provided, CWC will get it installed at risk and cost of the owner and cost of installation and maintenance will accordingly be deducted from the Rent.
20. The owner shall keep the godown in damp proof & leak proof condition during the term of the agreement and any extensions, at its own cost.
21. The owner shall provide fully functional CCTV surveillance system, ELWB (Mandatory in case the godown is hired for foodgrain/agri-commodities storage. However in case of other users like e-commerce companies, industrial goods storage for the same may be provided if required by the end user only) at the demised premises at its own cost. In case it is not provided, CWC will get it installed at risk and cost of the owner and cost of installation and maintenance will accordingly be deducted from the rent.
22. The warehouse/Godown must fulfill all requirements/specifications as per WDRA

norms. If required, CWC may get the warehouse registered with WDRA at its own cost.

23. The owner shall ensure “No Smoking” and “Highly Inflammable” warning signs at various strategically placed locations in the demised premises. In case it is not provided, CWC will get it installed at risk and cost of the owner and cost of installation and maintenance will accordingly be deducted from the rent.
24. Both parties agree that there will be lock-in period of.....years/months w.e.f. date of commencement of this agreement (as stipulated in clause-1 above). CWC shall enjoy uninterrupted occupation of the demised premises during the entire lock-in period and the Owner shall not have any right to terminate the Agreement during this period.
25. It is agreed specifically that the present Agreement (including its extensions, if any) can be terminated by either party i.e. CWC or Owner of the godown, only after expiry of lock-in period by serving three month’s advance notice.
26. The owner represents, warrants and undertakes that it possesses and shall continue to possess all the statutory permissions/licenses/sanctions as per applicable laws for carrying out business activities in the premises and have been regularly paying property tax and other statutory dues. The owner shall submit the undertaking as attached as Annexure-B, in this regard.
27. The Owner shall submit a declaration in respect of E- invoicing as per the GST laws as Annexure- A, in case e-invoicing is not applicable on them.
28. The owner shall submit a declaration in respect of “Non-requirement of registration under the Central/State/UT/Integrated Goods and Services tax act , 2017” in the format enclosed at Annexure – C.

## 29. **DISPUTES RESOLUTION.**

Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a “Dispute”) shall be resolved in accordance with the present Clause. (Dispute Resolution).

29.1 In case, the Parties are unable to resolve any Dispute through good faith discussions, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- In cases where the claim amount is INR 50 Crores or less, the Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties.

- In cases where the claim amount is in excess of INR 50 Crores, the Arbitral Tribunal shall consist of three members, one to be nominated by each party and the presiding arbitrator to be appointed by the two nominated arbitrators.

29.2 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be at **DELHI**.

29.3 The arbitral proceedings in respect of a particular dispute shall commence on the date on which the arbitrator / arbitral tribunal call upon the parties to file their claims

29.4 The Owner shall be obliged to continue to provide the Service(s) to the Corporation under the agreement, during the arbitration proceedings and no payment due or payable to the Owner (except payment in dispute) shall be withheld on account of such proceedings.

29.5 The cost of arbitral proceedings shall be borne by the party/parties in the discretion of the sole arbitrator/arbitral tribunal.

29.6 The right to refer any Dispute to arbitration pursuant to this Clause 29 (Dispute Resolution) shall survive the expiry or termination of the Agreement.

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

**FOR AND ON BEHALF OF GODOWNOWNER**

**WITNESS**

1. \_\_\_\_\_

2. \_\_\_\_\_

**FOR AND ON BEHALF OF CWC**

**WITNESS**

1. \_\_\_\_\_

2. \_\_\_\_\_

**(Regional Manager)  
Central Warehousing Corporation  
Regional Office**

**SCHEDULE OF GODOWNS INCLUDED IN THE AGREEMENT**

Name of the Godown						
Owner:Location:-						
Sr.No	Godown No.	Dimension LxBxH (In Ft.)	Net Area(In Sq.Ft.)	Dateofhiring	Rate per sq.ft per month	Monthlyrentexcluve of GST
1						
2						
3						
4						
<b>Total</b>						

(Rupees..... Only)

**FORANDON BEHALF OF Godown Owner**

**FORANDON BEHALF OFCWC**

**(Regional Manager)  
Central Warehousing Corporation  
Regional Office**