

Silage Baler

Terms and Conditions for executing Rent/Lease Agreement

BY AND BETWEEN

PUNJAB AGRO INDUSTRIES CORPORATION LIMITED, a company registered under the companies Act. 1956 and having its Registered office at plot no. 2A, Sector 28 A, Chandigarh (hereinafter referred to as the Service Provider or PAIC which term shall include its successors and assigns) of the One part (Service Provider).

AND

(2) _____, a private limited company registered under the Companies Act, and having its registered office at _____ (hereinafter referred to as client), through its authorized signatory _____ (name & designation) which term shall include its successors and assigns of the second part (Client).

WHEREAS the client offered to take _____ or machine on rent for the purpose of harvesting the maize crop from the Service Provider.

1. The service Provider will provide services to M/s _____, during the period i.e. from _____ to _____.
2. The client has requested the Service Provider to place Silage baler 400kg/100 kg in good condition to provide bailing services uninterruptedly for the season starting from _____ to _____. The client hereby agrees to take Silage baler 400kg/100 kg on rent from the Service Provider for bailing the maize crop @ _____ per bale for 400 kg and Rs. _____ per bale for 100 kg (GST, extra if applicable).
3. The Silage baler machine of 400kg/100 kg size shall be rented out for the period upto _____ which may be renewed only after the mutual consent.
4. The Party hereby admits that the said The Silage baler machine of 400kg/100 kg will be used within the radius of 10 KM of destination as agreed between the parties. If the baler is moved to any other location the cost of movement and responsibility will be on the Client with the prior permission of the Service Provider.
5. Client should have to pay the agreed rent of **minimum 4000 bales for 400kg size and 10000 bales for 100 kg size** to the Service Provider. In case the machine is not able to work for minimum of 4000 bales for 400kg and 1000 bales for 100 kg bales due to breakdown, beyond the control of Servicer Provider, the Client will not be responsible for minimum bales rent and minimum rent will be charged on Pro-rata basis. In that case, provided the client has intimated Service Provider, in writing, well in time.
6. Calculation of number of bales will be done through the counter on the machine by both parties jointly and invoice will be raised accordingly.
7. The Party agreed to pay the bills within fifteen days of receipt of invoice from the Service Provider. In default of payment on due date, panel interest @Prime lending bank rates of SBI plus 1% on each installment due would be charged on the outstanding amount. Invoice will be raised on fortnight basis.
8. Before the execution of this agreement, the client shall deposit an amount of Rs.5,00,000/- (Five lakh) as a security (for each baler) to the Service Provider, which

will be refunded (without any interest) on expiry of the period of this agreement subject to clearance of all dues by the client.

9. The Service Provider agreed to provide one baler operator for the machine on its own expenses. However, charges for accommodation and food to the operator has to be borne by the client including their travelling expenses etc. travelling expenses involved other than official will be borne by Operator itself only.
10. To and Fro Transportation charges i.e both from Service Provider to the Destination and back from Destination to Service Provider will be borne by client.
11. The cost of fuel/electricity will be borne by client. The Service Provider undertakes to be responsible for major repairs/ service defects only for the smooth running of machine. However minor/routine repair and maintenance of the machine has to be carried out by the client at its own cost for smooth operations.
12. The Service Provider has to ensure timely delivery of services relating to the baler machine of 400kg/ 100 kg as per the requirements of the client. If there is any reason, the Service Provider will not be able to provide baling services due to any break down or repair, it should inform the Party promptly and due to this interruption, the client will not be entitled for any claim (money) for this period which is beyond the control of Service Provider.
13. The client will make the necessary arrangements for proper parking and security of the baler machine and also make the arrangements for accommodation for the staff of the Service Provider. Service Provider should take appropriate Insurance for the Machine as well as Operator and Helper to cover any losses/damages/injury to person deployed by Service Provider.
14. The Client admits that the Service Provider is the sole owner of the said baler machine of 400kg /100 kg. No right, title or interest in the baler machine shall pass to the Client by virtue of this present rental agreement. Baler Machine shall remain the property of the Service Provider and the client undertakes not to sell, assign sub-let, sub-lease, pledge or hypothecate or otherwise encumber or suffer lien upon or against any interest in rented-out Baler Machine or in this agreement. The Client further undertakes not to use Baler Machine except with the prior written consent of the Service Provider and further undertakes not to allow any third person to use as the licensee or otherwise the said Baler Machine without the written consent of the Service Provider.
15. Upon expiry of the period of the agreement or in case of default on termination of the rent deed by the Service Provider, the Party undertakes to deliver up possession of baler to the PAIC at specified storage space intimated by the Service Provider at the cost and expense of the Party and in good and working condition.
16. In the event of any default in payment of any rental or breach of any of the terms and conditions hereof on the part of Client, the Service Provider would be entitled to possession of Baler Machine and take such action as are permissible in law for recovery of the dues in accordance with Indian law.
17. If the maize planted under the Client for harvesting is lost due to any natural disaster and client informed the Service Provider fifteen days prior to the dispatch of baler machine, the agreement stands terminated without any dispute. A complete refund will be done by Service Provider like advance/deposited. If any delay occurs on the part of Client, the security deposited by him will be forfeited.

18. All disputes and differences, claims and questions whatsoever which could arise either during the subsistence of this agreement or afterwards between parties shall be referred to sole Arbitrator to be appointed by the Managing Director of PAIC and shall be subject to the jurisdiction of the High Court, Punjab and Haryana, Chandigarh. Such Arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The Venue of Arbitration will be in Chandigarh.