

IN-SGAcst02

Terms for a scaffolding and shuttering hire business

Dated: [Date]

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Explanatory Notes

This agreement is dated: [date]

It is made between: [Lessor name]

of [address] ("the Lessor")

and [Contractor name]

of [address] ("the Lessee").

1. Summary of agreement

Lessor hereby leases to Lessee and

[Describe the shuttering and scaffolding

]

1.1. The lessee has himself / through his authorized person,

;

1.2. The lessee accepts to follow the record maintenance method

/

;

1.3. The lessee is at liberty to inspect

2. Tariff

The tariff for each type/

-

:

2.1. The lessee

2.2. The tenancy

2.3. The rent shall be

;

2.4. The lessor shall be entitled to charge
24 %

;

2.5. In the event of the Lessee committing default in the payment of

,

,

1

.

3. Ownership of equipment

Title and ownership of the ()

.

4. Condition of equipment

Lessee guarantees and warrants that he will keep

.

5. Limitation of liability

5.1. Lessee shall be liable on account of any loss to the equipment on
account of

-

;

5.2. Lessee shall

;

5.3. Lessee shall be liable for bearing any legal expenses that the lessor

/

.

6. Location

6.1. The above-mentioned equipments shall be used at

,

[

];

6.2. The Lessee will also be obliged to

;

6.3. The owner of the construction site has signed and handed over

/ (,)

7. Transportation charges

The Lessee shall be directly responsible for the

8. Applicable law

9. Security Deposit

[-] []
[] []

OR

9.1. []
[] [] [] [] [] ;

9.2.

2.4 .

10. Upholding of user rights

;

;

,

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11. Condition and repair

,

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12. Transfer and sub-letting

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13. Inspection by Lessor

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14. Provision for taxation

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15. Return of leased equipment

[]

16. Dispute Resolution

16.1.

,

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16.2.

[]

16.3.

, 1996 .

17. Entire agreement and severability

17.1.

;

17.2.

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17.3.

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18. Service of notice

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,

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19. Jurisdiction

Lessor

Lessee

Authorised Signature

Authorised Signature

Witnesses:

- 1.
- 2.

Explanatory notes:

Terms for a scaffolding and shuttering hire business

General notes:

1. Leased equipment

It is very helpful to both parties if an accurate detail of the equipment being leased has been agreed in advance and included in the instant agreement. It is

2. Security Deposit

It is advisable that adequate amount as refundable security may be obtained to be used as security for non-payment

3. Stamp duty on leases

Lease agreement cannot be used as evidence in any court, unless stamp duty has been paid and the document is appropriately stamped. The rate is calculated as a percentage of the average

There is no stamp duty payable on a lease for less than one year. Registration is also not mandatory in that case. The expenses on account of payment of stamp duty and registration are to be borne by

Hence in the context of a lease agreement covering shuttering/scaffolding equipment, a non-judicial stamp paper of Rs. 100/- may be used and the agreement may be executed in the presence of a notary since there is no reason for this agreement to be valid for more than a couple of months. However,

4. Conditions and Repair

It is necessary for the Lessor to specify in the lease about the general responsibility of the Lessee in keeping the leased equipment in a particular state of existence as also to make the Lessee aware of his responsibility in the context. On the part of the Lessee also, it is important

- a. You have to draw up and attach a Schedule describing the shuttering/scaffolding equipment given/taken on hire; This Schedule will become ;
- b. We have attached two sample letters to this agreement to be signed by the owner ;
- c. The agreement should be signed, ;
- d. This particular document has ;
- e. This kind of an agreement mostly defines the general and commercial conditions as the concept is largely unregulated by any specific law but for general legalities .
- f. There are certain assumptions that we , , ;
- g. Kindly take appropriate care or seek proper advice in the event .

End of notes

Sample Letter No. 1

To be typed on Company Letterhead

From _____ To _____

Dear Sir,

We hereby acknowledge & confirm that Mr./M/s.
_____ has/have taken shuttering & scaffolding
material and has/have

_____ ,

It is confirmed that the said hiring arrangement has been created with our
_____/_____/_____
_____/_____/_____
_____ &
_____ ,
_____ .

In case of breach of the terms of agreement due to non-

_____ .
_____ .
If we decide to retain the material, we shall
_____ (_____) _____ (_____)
_____ .

Authorised Signatory

Designation

Sample Letter 2

To be typed on Company Letterhead

From

To

Dear Sir,

We hereby authorize Mr. _____ Name/Designation _____ for accepting

/

“

”

_____’

Authorised Signatory

Name/Designation

Company Seal