

**SAMPLE COPY**

**TAMILNADU AGRICULTURAL DEPARTMENT**

**APPLICATION FOR TRACTOR PLOUGHING / LEVELLING OPERATIONS**

1. Your Name : A. PALANISAMY
2. Occupation and titles : FARMER  
Address to which correspondence should be sent : S/O. AVINASH GOUNDER, 7/95, VINAYAGAR  
Where the lands to be ploughed / levelled is situated : KOVIL ST, K.G. SAVADI, MADUKARAI BLOC  
Village (Name / Number, if any) : K.G. SAVADI  
Taluk : COIMBATORE - SOUTH  
District : COIMBATORE  
Nearest Railway station : COIMBATORE - MADUKARAI  
How many acres of lands do you own ? (Cultivated and Uncultivated.) : 10 ACRES  
: ( 6 ac. cultivated and 4 ac. uncultivated )
  - (i) How many acres do you want to plough / level : 4 ac.  
Gives survey numbers and acres : S.F. ....
  - (ii) For levelling separately : 4 ac.
  - (iii) What is the distance between your various fields to be ploughed / levelled ? (Give extent of each block with survey numbers) : .....
  - (iv) What area of the land to be ploughed / levelled have been uncultivated during the last two fasils? (Give survey numbers and acres.) : 4 ac
  - (v) Is the lands full of weeds, hirali shrubs or stone or tree stumps ? : Stone and Tree crops
  - (vi) Are the fields very uneven and sloping much ? : Uneven field
3. What is the nature of the soil to one foot-path ? :
  - (a) Structure : Sandy. Gravelly. ✓
  - (b) Colour : Rooky, Loamy. Black, Brown, Red. ✓
4. What crops do you want to sow in the lands to be trace for ploughed ? : SORGUM and CUMBU
5. What is the distance of your land from any public road ? (Specify route for tractor conveyance) : 1 KM
6. Month in which ploughing or levelling is desired : August and Septemper
7. Any other information which you think is important : .....

SAMPLE COPY

## AGREEMENT FOR THE HIRING OF DEPARTMENTAL TRACTORS AND BULL DOZERS

As agreement made the .....26<sup>th</sup> August.....day of two thousand and  
.....Eight..... between the Governor of Tamil Nadu (which expression shall include his successors in  
office and assigns) of the one part and Thiru.....A. PALANISAMY..... son of.....AVINASH GROUNDÉE  
residing at.....K.G. SAVADI, MADUKARAI BLOCK..... (hereinafter called the hirer)

which expression shall where the context permits, include his hires, executors, administrators, legal representatives and assigns) of the other part.

WHEREAS the hirer has applied to the Chief Engineer (AE), Tamil Nadu as the duly authorized agent of the Government of Tamil Nadu (hereinafter referred to as the Chief Engineer (AE)) directly through his authorized subordinates for the hire of tractors, bull dozers and allied equipment and agreed to the due performance and observance of all the terms, conditions and stipulations herein contained.

And whereas the applicant has paid the sum of Rs.....20,000/-..... being the advance.

Now it is hereby agreed as follows :-

1 The Government of Tamil Nadu (hereinafter called the Government) shall let on hire to the hirer and the hirer shall take on hire from the Government from the day of.....26<sup>th</sup> August..... until the hiring shall be terminated as herein after mentioned the tractor or bull-dozer or other equipment together with the oils, lubricants, tins and other things of a like nature (hereinafter referred) so as "the said machinery" on the same terms and conditions as hereinafter contained.

2 (a) The hirer shall pay hire charges for the said machinery, such rates as may be prescribed from time to time by the Government or the Chief Engineer (AE) and the hirer agrees to pay as such rates although the prescription of the rates is subsequent to the date of taking of the said machinery on hire.

(b) The hirer shall during the period of hiring punctually pay to the Government at the Officer of the Assistant Executive Engineer or any other authorized Section Officer and without previous demand therefore, the hire of the said machinery.

3. The hirer may, at any time, terminate the hiring by delivering up the said machinery at the hire's risk and cost the Government or some person duly authorized thereunto by the Chief Engineer (AE) at.....CHEENNAI..... without prejudice to any claim that the Government may have against the hirer for arrears of hire rent or damages. If the hirer determines the agreement under the provisions of this clause the hirer shall not be entitled to any credit allowances return for or on account of any payment made previously by him.

4. The hirer shall, during the continuance of the period of hiring, keep the said machinery in his own custody in the lands on which the said machinery is housed and will not offer for sale or assign transfer pledge, or mortgage, under-let, lend or otherwise part with the possession of the said machinery or purport so to do or assume the ownership of the said machinery, cause or permit the same to be removed from the lands on which the machinery is working. The hirer certifies that the said machinery taken on hire basis is purely for working in the hirer own lands and agrees that the hirer shall not claim compensation from the department for loss or damage that may occur in the lands or to the neighbouring lands as a result of the working of the said machinery and on account of the said machinery breaking down or other causes.

5. The hirer shall during the period of hire, keep the said machinery in good and substantial order and make good all damage, (fair wear and tear being excepted) whether by accident, fire, mishandling or otherwise and shall, at the determination of the period of hiring pay, the Chief Engineer (AE) or his authorized subordinate the cost of replacing or repairing the said machinery or parts thereof as may be broken, missing damaged or lost during the period of the hiring or at any time thereafter until returned in good and efficient working order and condition by the hirer. The cost of repairing any damage shall be that actually incurred for the purpose, while the cost of replace one shall be either the original book value or the current market value, whichever is higher. The certificate of the Director as to the damage or loss and the cost of repair, replacement or compensation for loss or any balance due by the hirer to the Government shall, subject to the provisions of clause 14, be final and binding on the hirer. It shall be lawful for the Director to recover the cost of replacing or repairing as aforesaid from and out of balance of advance, if any and return to the hirer the balance of Advance on the due fulfillment of this agreement. If the advance shall prove insufficient for that purpose, the Government shall be entitled to recover the balance as if it were an arrear of land revenue.

6. All repairs due to fair wear and tear during the period of hire shall be borne by the Government. The decision of the Chief Engineer (AE) or his authorized subordinate for the time being shall be final as to what repairs shall be borne by the Government.

7. The hirer shall pay hire charges for the machinery for the minimum period of hours per diem even if it is not worked for that period on any particular day of days on account of the default of the hirer.

8. The hirer hereby declares and expressly warrants that no mortgagee of and no holder of an encumbrance or charge on, the lands, on which the said machinery is working shall, under the terms of the deed of the mortgage, encumbrance or charge acquire any right over the said machinery.

9. The Chief Engineer (AE) may, without assigning any reason decline to take up any work and return, to the hirer any sum that may have been paid by him.

10. It shall be lawful for the Chief Engineer (AE) and his authorized subordinates at all reasonable times to view the state and conditions of the said machinery. Upon breach by the hirer of any of the stipulations in this agreement the Government shall be at liberty without any previous notice to determine his agreement and take possession of the said machinery.

11. The hirer hereby agrees to the recovery from him, by the Revenue Department of the Government as if it were arrear of land revenue of any amount due from him hereunder which may fall into arrears plus interest at the rate of 6 percent per annum from the date on which the amount so falls due upto the date of payment or recovery.

12. Any notice required to be given by the Government or the Chief Engineer (AE) under this agreement shall be in writing signed by the Chief Engineer (AE) or any Officer authorized by the Chief Engineer (AE) and may be served on the hirer personally or left at the last known place of abode or business of the hirer or affixed or left on the lands on which the said machinery is installed or sent by post addressed to the hirer at the aforesaid place or abode or business of the hirer or at the land and any notice required to be given by hirer under this agreement shall also be in writing and sent by registered post to the Chief Engineer (AE).

13. The hirer hereby agrees to be bound by the rules shown in Appendix and shall not at any later time plead ignorance of these rules.

14. If any dispute or difference shall at any time hereafter arise between the Government or their officers or authorized subordinates on the one part and hirer on the other part as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of these presents or the construction or the meaning of all or any of the provisions herein contained, the said dispute or difference shall be settled by the Chief Engineer (AE) whose decision in the matter shall be final.

15. IN WITNESS WHEREOF.....  
acting for and on behalf of and by the order and direction of the Governor of Tamil Nadu  
and Assistant Executive Engineer, A.E.D., Coimbatore-3  
the hirer, gave hereunto subscribed their respective.

Signatures.

(Assistant Executive Engineer)

Signed by the hirer :-

( A. PALANISAMY )

Designation

Address :-

Agricultural Engineering Department  
Lawly Road, Coimbatore-3

In the preference of witness.

Signed on behalf of the Governor of Tamil Nadu.

Designation. Assistant Executive Engineer,

Address. Agricultural Engineering Dept.

In the preference of witness.

#### APPENDIX - 1

##### RULES FOR THE HIREING OF TRACTORS AND TRACTORE BULL DOZERS

1. The Agricultural Engineering Department is in possession of crawler tractors with bull dozers and wheelytype tractors for use in fields. Wheelytype tractors attached with ploughs are capable of ploughing lands satisfactorily to an extent of there to eight acres per day. Crawl tractors with bull dozers and without ploughs are used for levelling lands to any required level and also to uproot all kinds of weeds and trees up to 11 inches girth that are come across within the fields. These tractors and bull dozers are available for hire.

2. (a) The applicant shall fill in the prescribed application form available at the office of Assistant Executive Engineers and get the same registered.

(b) The fee for bull dozers will be collected as per the hire charges prescribe from time to time by the Government subject to a minimum of eight hour working in a day. The applicant shall remit in advance an amount of Rs. 50 plus the necessary charges. When the advance is exhausted further advance of not less than eight hour hire charges at a time should be paid at once. The work shall be an account be done on credit. This fee also includes the hire of the plant wages of drivers in charge and cost of fuel oil and other stores required for the purpose and transport charges to and fro and minimum 8 hours. Hire charges will be collected with the unit workers for lesser hours than 8 due to party's fault.

(c) The fee and charges fixed above are liable to be altered or modified at any time by the Chief Engineer (AE) or Government without notice.

(d) (i) If it is found during the period of hire that the tractor or bull dozer is kept idle due to non-payment of the sufficient advances a penalty of Rs. 50 only will be collected till the payment of the requisite amount save in famine cases and the Chief Engineer (AE) may at his discretion waive the penalty either in whole or in part in the event of non-payment of the advances within 5 days the incomplete work in the lands shall be finished and the entire charges including penalty should be recovered from the party.

(ii) The hirer shall pay hire charges for the working for the minimum period of 4 hours even if it is not worked for that period on any particular day or days on account of the fault of the hirer.

(e) (i) If any part of a plough is broken or goes out of order the repair and replacement charges shall be borne by the hirer.

(ii) The transport charges of the plough to and from the place of hiring shall be borne by the hirer.

(iii) The plough shall be returned to the Department. If it is required urgently in the meantime and called for by the department.

3. The order in which the registered applications shall be attended to will be decided by the Assistant Executive Engineers and in special cases by the Chief Engineer (AE), Tamil Nadu, provided that the unit can travel and work in the fields without causing any damage. The hirer shall be duly informed when the tractor will be sent to him. If the amount of advance is not paid within five days after receipt of the notice of officer to let out the plough on hire the application will be regarded as cancelled.

(i) Minimum area should be 3 acres for each individual applicant in a village if a total of 50 acres is not forthcoming from that village as a whole for ploughing and harrowing operations.

(ii) In case as applicant specially desires to have the departmental tractor on hire for less than 3 acres hire charges for minimum area of 3 acres should be paid.

(iii) Where a total acreage to be ploughed exceeds 50 acres in a village the minimum area of 3 acres for individual applicant is waived in respect of that particular village.

4. In exceptional cases the units will be allotted for non-agricultural purposes also after obtaining specific sanction from Government, if the units are free and not engaged for agricultural work. In such cases, the hire charges will be collected in advance at double the usual existing rates.

(i) When a unit is hired out to a Government Department, local bodies or Educational institutions only normal hire charges will be collected, even if the nature of the work is non-agricultural.