



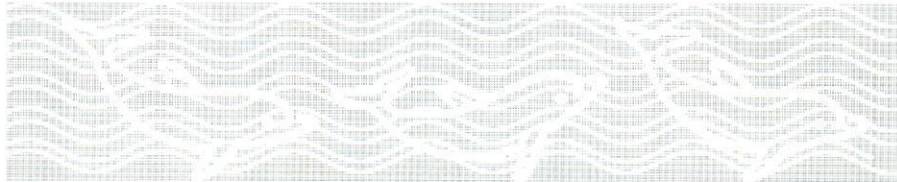
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi



e-Stamp

Certificate No. : IN-DL39810623850196U
Certificate Issued Date : 30-Dec-2022 06:30 PM
Account Reference : IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL81460353537840831291U
Purchased by : CENTRAL WAREHOUSING CORPORATION
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : HDFC BANK LTD
Second Party : CENTRAL WAREHOUSING CORPORATION
Stamp Duty Paid By : CENTRAL WAREHOUSING CORPORATION
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

Stamp paper for Agreement between HDFC BANK LTD
AND CENTRAL WAREHOUSE CORPORATION

Statutory
 1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.



CENTRAL WAREHOUSING CORPORATION CENTRAL WAREHOUSING CORPORATION CENTRAL WAREHOUSING CORPORATION CENTRAL WAREHOUSING CORPORATION CENTRAL WAREHOUSING CORPORATION

Agreement dated 10/01/2023 (Tenth January of Two thousand and Twenty Three) executed by HDFC Bank Ltd., and Central Warehousing Corporation (CWC) to extend credit facilities against pledge of Electronic Negotiable Warehouse Receipt (e-NWRs)

HDFC BANK LIMITED a banking company incorporated and registered under the Companies Act, 1956 with its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai 400 013 and inter-alia its branch office at A -24 Hauz Khas, New Delhi – 110016 [hereinafter referred to as the "Bank"] (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

Central Warehousing Corporation established as a Public Sector undertaking under the Warehousing Corporations Act, 1962 with its Corporate Office at "Warehousing Bhawan", 4/1, Siri Institutional Area, August Kranti Mar Hauz Khas, New Delhi-110 016 (hereinafter referred to as "CWC") which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns. WHEREAS

1. CWC has been established with primary objective of providing the facility of warehousing and logistics support to its customers particularly for the storage of food grains and notified commodities under the provisions of Warehousing Corporations Act, 1962 and has extensive expertise in handling and storage of a large number of commodities including agricultural produce and inputs.

2. The Bank *inter-alia* carries on the business of providing financing facilities to various categories of customers ("**Borrowers**"). Under the provisions of certain of the agreements executed by the Bank with its Borrowers, the financing facilities in question have been secured by the applicable Borrowers (or third parties on behalf of such Borrowers) providing security over various produce/commodities ("**Produce**") by creating a pledge in favour of the Bank over the Produce with such pledge being created *inter alia* by a pledge in favour of the Bank over electronic Negotiable Warehouse Receipts (**e-NWR / e-NWRs**) issued by CWC in relation to such Produce.

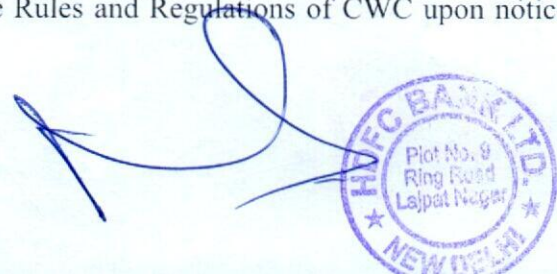
3. The interpretation of phrases/words of this Agreement shall be in accordance under section 2 read with other provisions of WDRA act.

4 Pursuant to discussions between the CWC and the Bank and in relation to any Produce deposited by any Borrower with the CWC from time to time at the warehouse(s) of CWC, the CWC has agreed to provide certain services to the Bank on the terms and conditions mentioned herein.



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That CWC has a network of warehouses across the country wherein Agriculturists and others store their produce and other notified commodities. CWC issues electronic Negotiable Warehouse Receipt (e-NWR) for the goods/commodities deposited by them with CWC.
2. That the Bank shall finance the eligible farmers/depositors /Borrowers against the pledge of electronic Warehouse Receipts (e-NWR) issued by CWC at such rate of interest and other Bank norms prevailing at the time of such sanction.
3. That CWC agrees to keep the stocks of concerned depositor in safe custody in its warehouses and ensure its preservation with periodic prophylactic and curative treatments. CWC shall obtain a declaration from the depositor/customers concerned in such form as may be prescribed by the Bank that he has adequate title to the goods deposited.
4. That CWC shall prior to sanction of the loan by the Bank, conduct, as per the normal practice, quality testing for the stored/deposited agricultural produce as per quality parameters specified/prescribed etc. and weighing to the quantity of agricultural produce tendered for warehousing, brought by the agriculturists/depositors as security under the said scheme.
5. That Bank shall disburse the loan to such depositor within a reasonable time after receipt of Warehouse Receipt and after examining the relevant documents to its satisfaction. Loan application, copy of Land Extracts and all other documents as may be required for credit appraisal of such Depositors will be obtained from the depositor by the Bank before sanction of the loan. The Bank shall inform CWC in writing about the amount of loan sanctioned against the e-NWRs and send the copies of all the relevant documents for record of CWC and get the lien "noted" on said e-NWRs by the respective Warehouse Manager of CWC. Before disbursing the loan, the Bank may through its Officers and/or through its Authorised Agents, conduct physical verification of the stocks for its satisfaction and may also conduct inspection of goods and its suitability and quality periodically after it has granted loan.
6. That CWC shall not release the goods of the depositor in whose name the original Warehouse Receipt is issued, unless lien is lifted by the Bank and intimation to release the goods either in part or full is given in writing by Bank to CWC.
7. That CWC shall be entitled to receive storage charges from the depositor and if the depositor/customer fails to pay the storage charges for more than 3 months, the goods may be disposed of by CWC as per the Rules and Regulations of CWC upon notice to



- depositor and under intimation to the Bank who has lien over the goods. In such case, CWC, after recovering its storage charges and other incidental charges as prescribed under section 10(2) of the warehousing (Development and Regulation Act) 2007, shall pass on the balance sale proceeds of goods to the Bank towards adjustment of the loan amount granted by the Bank to such depositor including accrued interest if any.
8. That the Warehouse Receipts issued by CWC is valid for a period as mentioned in the e-NWR (normally of 6 month) which may be extended by CWC in further blocks of 3 months at a time after satisfying about its further storage worthiness. Farmers/depositors shall ensure the renewal of validity of the Warehouse Receipt by the CWC from time to time. In case of non-renewal of the validity period, a notice to lift the goods shall be served on the depositor under intimation to the Bank. In case of failure of the depositor to lift the goods even after the notice given, CWC shall dispose of the goods under intimation to the Bank and the depositor. Bank's lien shall have priority over the rights of the depositor in case loan amount remains unpaid. In such cases, CWC will pass on the sale proceeds of the goods to the Bank towards adjustment of the loan granted by the Bank to such depositor including accrued interest if any, after recovering of its storage charges and other dues.
 9. CWC having transferred the balance sale proceeds to the Bank after the adjustment of outstanding storage and other incidental charges, shall be absolved of all its responsibilities and liabilities towards the depositor and the Bank;
 10. That CWC shall monitor the quality of the agricultural produce stored in its warehouse during initial storage period as specified in the warehouse receipt and shall intimate to the Bank from time to time any deterioration in the quality thereof. However, such obligation shall not create any responsibility or liability upon CWC nor any assurance on its behalf about the suitability, quality or worthiness of the stock/ stored goods/materials against with e-NWR's are issued and the bank shall satisfy carry out its own due diligence in order to ensure the suitability, quality, worthiness or usability of such stock/store/materials, before granting loan to the depositor/customer concerned;
 11. That CWC shall keep the goods/stocks/materials insured against risks of fire, theft, burglary storm, tempest, flood inundation, riot, strike and malicious damages and in case of any loss or damage due to such incidents. The insurance claim amount received from insurance company after adjustment of its storage charges and other related dues will be kept undischursed except to the extent of adjustment of the outstanding storage and other incidental charges towards warehousing services, till Bank lien exists and the remaining disbursement will be done in consultation with the Bank.
 12. That CWC shall indemnify the Bank to the extent of loss that has been incurred on account of CWC's lapse or negligence in performing their obligations under this agreement. It is hereby expressly agreed by the Parties that in the event the Bank is not able to enforce the pledge created/sought to be created by a depositor/Borrower in favour

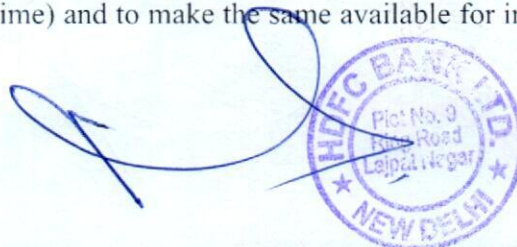


of the Bank over the Produce deposited at the particular Warehouse due to any breach by the CWC of its obligations under this Agreement, the Bank shall be deemed to suffer a loss of the entire outstanding amount due and payable by such Borrower to the Bank or value of the produce as mentioned on e-NWR whichever is less, under the provisions of the financing facility documents entered into by such Borrower with the Bank. It is expressly agreed and understood by the CWC that the above is a genuine pre-estimate of the loss to be suffered by the Bank in this regard and is not in the nature of a penalty.

13. That CWC shall take suitable fidelity insurance in respect of the employee (s) of CWC at the designated warehouse (s). IN the event of any fraud/dishonesty by any such employee, CWC shall promptly make a claim to the insurance provider in respect thereof and all amounts received by CWC in this regard shall be paid to the Bank towards any loss or damage suffered or incurred by the bank.

14. During the tenure of this Agreement, CWC does hereby agree and undertake to the Bank that it shall perform the following in relation to Produce deposited with CWC at its Warehouse(s) by Borrower:

- (a) Provide the services of a Warehouseman as defined under the Warehousing Development and Regulation Act) 2007 ("WDR Act") in accordance with the WDR Act (and the rules, regulations, notices, circulars, notifications issued thereunder from time to time).
- (b) Duly inspect Produce deposited by Borrower with CWC to accurately determine the type, quality and quantity of such Produce prior to issuing e-NWR for such Produce;
- (c) Act as a bailee for and on behalf of the Bank in respect of Produce deposited at CWC Warehouse(s) by Borrower. For this purpose, upon the deposit by a Borrower of Produce to be pledged in favour of the Bank, CWC shall mark a pledge in its records in favour of the Bank over such Produce and shall only release the pledged Produce (or any part thereof) in favour of such persons as the Bank shall direct in writing. Upon the creation of such pledge over Produce and until the receipt of express written instructions from the Bank in this regard, CWC hereby agrees and undertakes to the Bank that at no time shall the CWC release the pledged Produce (or any part thereof) to the Borrower or any other third party. Unless instructed otherwise in writing by the Bank, during the pendency of pledge CWC shall not transfer or record any transfer of pledged Produce (or any part thereof) in favour of the Borrower or any other third party. Save and except for the aforementioned pledge to be created over Produce in favour of the Bank by t Borrower, CWC shall not create or permit to be created any right, title, interest, mortgage, charge or encumbrance whatsoever in respect of such Produce in favour of any third party whomsoever. Upon the invocation of a pledge by the Bank over Produce, CWC shall follow all the legitimate instructions. CWC shall disregard and shall not act on any and all instructions that may be given by the Borrower and/or any other third party with regard to either such pledged Produce and/or the invocation by the Bank of the pledge created in its favour over such Produce.
- (d) Maintain an updated Warehouse Receipt Bank Lien Register in accordance with the provisions of the WDR Act (and the rules, regulations, notices, circulars, notifications issued thereunder from time to time) and to make the same available for inspection by



- the Bank (including any representative authorised by the Bank) upon the Bank giving CWC prior written notice of (one) 1 day in this regard;
- (e) Provide access to the Bank (which includes the Bank's employees, officials, representatives, agents, and/or any collateral manager/stock monitor appointed by the Bank and such collateral manager's/stock monitor's employees, officials and/or representatives ("Collateral Manager"), during normal business hours to monitor and/or inspect Produce deposited/to be deposited from time to time by Borrowers at Warehouse(s). In this regard CWC agrees and acknowledges that the Bank and/or the Collateral Manager may, from time to time, conduct periodic quality and other tests of, as well as may otherwise inspect, Produce deposited by Borrower at Warehouse(s);
- (f) At the written request of the Bank/Collateral Manager, carry out periodic inspections from time to time to ensure that Produce deposited by Borrower continues to be in conformity with the parameters detailed in the e-NWR issued by CWC for such Produce and to furnish written reports of such inspections to the Bank. While carrying on such inspections, CWC shall comply with such standards as may be prescribed in writing by the Bank to the CWC from time to time in this regard;
- (g) Be solely liable for any loss, damage, destruction, theft, deterioration, infestation, spoilage or deficiency of any Produce deposited by a Borrower with the CWC at any Warehouse(s) (hereinafter collectively referred to as "Loss") that may occur after the CWC shall have accepted into its custody such Produce for storage at the Warehouse(s) in question but prior to CWC releasing such Produce from its custody in accordance with the provisions of this Agreement; . CWC shall not be responsible for any loss, destruction, damage or deterioration of the goods delivered to him for storage attributable to circumstances such as force majeure, act of war, act of public enemies and the like.
- (h) Ensure that the Warehouse(s) and Produce deposited by a Borrower shall be adequately insured against fire, flood, earthquake, theft, burglary, frauds/misappropriation, riots, strikes, terrorism. Where any Loss to/of Produce deposited by a Borrower shall have been covered by any insurance policy obtained by CWC, CWC shall duly make/file the requisite insurance claim in a timely manner (and in any case not later than a period of three (3) working day of the Loss occurring or such other period as shall be permitted by the applicable insurance policy in this regard). CWC shall provide the Bank with the proceeds received by CWC under any insurance policy for which CWC shall have made any claim for any Loss to/of any Produce deposited by a Borrower with CWC providing such amounts to the Bank within a maximum period of seven (7) working days of receipt by CWC of such amounts after adjusting the dues of CWC against the Borrower.
- (i) To furnish to the Bank all such information, statements, particulars, and reports as the Bank may require from time to time.
15. In consideration of CWC providing the services contemplated under this Agreement, the Bank shall pay to CWC a fee @ 0.50% per annum of the loan value (plus GST as applicable) subject to deduction of tax at source in relation to services



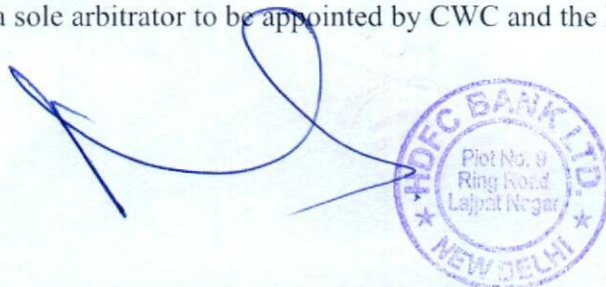
described herein above. Fee @0.50% per annum of the total disbursed loan value shall be paid to CWC post disbursement of loan to the depositor/Borrower. CWC to put up monthly bill to Bank with respect to such fees.

16. This agreement shall be valid and continuing unless terminated by either party. In the normal course, this agreement shall not be terminated by either of the parties. If, for any reason any party decides to terminate this agreement, then it shall give **3 months' notice** to the other party and within this period both the parties shall continue to discharge their obligations. The termination of this agreement will not in any event release either of the parties from the obligations arisen out of the loans already disbursed and shall cease on satisfactory liquidation of all the loans disbursed by the Bank to the depositor under the arrangement.
17. Any notice required or permitted to be given by one Party to the other under this Agreement shall be sent by registered mail or by special courier or by hand delivery or by electronic mail to the other Party at the address / email out herein or any other address subsequently notified by one Party to the other. Where a notice is sent by registered mail / special courier / hand delivery then the same shall be deemed to have been received only on actual receipt. Where the notice is sent by email it shall be deemed to be duly given or made when delivered at the time of transmission, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out herein.

Address and email ID of CWC: "Warehousing Bhawan", 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110 016,
Email ID: gmcomm@cewacor.nic.in

Address and email ID of HDFC Bank Limited: Hdfc Bank Ltd. A 24 Hauz Khas, New Delhi – 110016. Email ID : sarvesh.kumar@hdfcbank.com

18. This agreement shall be subject to exclusive jurisdiction of Courts in Mumbai/Delhi.
19. Any Dispute or difference between both parties shall be amicably sorted out by both parties, and such disputes, if any shall be resolved within 10 days.
20. If the dispute or difference between the Parties are not settled / resolved amicably within 10 days of referral to the other party, then to the extent any dispute, difference and/or claim arising out of this Agreement do not fall within the scope of the Guidelines on the Redress of Grievances and Resolution of Disputes, 2017, the same shall be settled by an arbitration to be held in Delhi/Mumbai in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be appointed by CWC and the Bank



in mutual agreement. The language of the arbitration shall be English. The seat or place of arbitration shall be Delhi/Mumbai, India.

The affirmation, the parties hereto have signed this Agreement on the day first hereinabove written.

Signed and delivered by CWC through its Authorised Signatory

Dated this Nineth Day of January 2023

RBE

Group General Manager (Commercial)
Central Warehousing Corporation

केन्द्रीय मण्डारण निगम
Central Warehousing Corporation

In the presence of Witness (India Undertaking)

1. 4/1, सीरी इंस्टिट्यूशनल एरिया, हाज खास, नई दिल्ली-110016

1. 4/1, Siri Institutional Area, Hauz Khas, New Delhi-110016

2. Harikesh Sharma

ASHWIN M NANDHAR, AGM(C), CWC, CO, NO. AW

Signed and delivered by the within named HDFC Bank Limited

Through its Authorised Signatory Mr. RISHI GOYLE

Signatory

Rishi Goyle



In the presence of Witness:

1. ANISH MINTAS, AGM(G), CWC, CO
2. SARVESH KUMAR Sharma