



सत्यमेव जयते

INDIA NON JUDICIAL

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First Party : CENTRAL BANK OF INDIA
Second Party : CENTRAL WARE HOUSING CORPORATION
Stamp Duty Paid By : CENTRAL BANK OF INDIA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



जे. एस. साहनी / J.S. SAWHNEY
अंचल प्रमुख / Zonal Head

सेन्ट्रल बैंक ऑफ इंडिया / Central Bank of India
आंचलिक कार्यालय देशबन्धु गुप्ता रोड, करोल बाग, नई दिल्ली-05
Zonal Office D. B. Gupta Road, Karol Bagh, New Delhi-05

R. K. Bansal
General Manager (Commercial)
Central Ware Housing Corporation
(A Government Undertaking)
41, Noida Industrial Area
Hauz Khas, New Delhi-110016

Please write or type below this line

**MOU BETWEEN THE CENTRAL WAREHOUSING CORPORATION
AND CENTRAL BANK OF INDIA**

**THIS MEMORANDUM OF UNDERSTANDING IS MADE AT DELHI ON 9th DAY OF
SEPTEMBER, 2022 BETWEEN**

Central Warehousing Corporation, A Government of India Undertaking and a Corporation established under the Warehousing Act, 1962 having its Corporate Office at Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, New Delhi-110016 (hereinafter referred to as Central Warehousing Corporation, which expression shall, unless repugnant or contrary to the meaning or context thereof, deemed to mean and include its successors and assigns) of the ONE PART;

AND

Central Bank of India, having its Registered Office at 9th Floor 'Chandermukhi' Nariman Point Mumbai 40002 through its Agriculture, Rural Development and Financial Inclusion Department hereinafter referred to as Central Bank of India or "Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) OF THE SECOND PART

WHEREAS, Central Bank of India, is carrying on the business in banking in India, serves customers through its vast network of over branches, ATMs/ADWMs, BC outlets, with an undeterred focus on innovation, and customer centricity, which stems from the core values of the Bank - Service, Transparency, Ethics, Politeness and Sustainability.

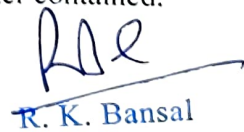
WHEREAS, Central Bank of India is willing to provide loan facility to suitable private investors/ developers/ operators for setting up cold chain and value addition infrastructure in the Central Warehousing Corporation facilities.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained.



जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head

सेन्ट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशबन्धु गुप्ता रोड, करोल बाग, नई दिल्ली-05
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R. K. Bansal
General Manager (Commercial)
Central Warehousing Corporation
(A Govt. of India Undertaking)
4/1, Siri Institutional Area
Hauz Khas, New Delhi-110016

A. Roles and Responsibilities of Central Warehousing Corporation

- i). Central Warehousing Corporation shall provide storage space (covered or open) to the investors/developers/operators on First come First serve basis (on published tariff) or through open tender, in its facilities/warehouses across the country on long term license basis (right to use) i.e. upto 20 years or loan period but not more than 30 years, for setting up Cold storage/Chain, Value Added services, processing and preservation Infrastructure at the mutually agreed terms & conditions.
- ii) Cold storage investors/developers/operators may utilize Central Warehousing Corporation's covered/open space for the development of Cold storage facilities either through retrofitting or by developing new facility in open land.
- iii) Central Warehousing Corporation shall issue No Objection Certificate (NOC) to the investors/developers/operators for getting required license for operation of Cold Chain, Value Addition, Processing & Preservation Infrastructures in its unit/warehouse.
- iv) Commencement of the operations shall be responsibility of the investors/developers/operators, however Central Warehousing Corporation may intimate Central Bank of India for the same, based on the physical observations, if so, required by the bank.
- v) Central Warehousing Corporation's role is confined to be as the facilitator and the whole process of application and sanctioning of loan shall be an arrangement between the investors/developers/operators and the bank.
- vi) Lien / Mortgage of Central Warehousing Corporation land in any form is not permissible for obtaining / granting the loan to the investors/developers/operators by the Bank.
- vii) Central Warehousing Corporation shall not affect any premature termination of the licences granted to the investors/developers/operators to whom Bank has granted any finance, unless a ninety days prior notice is sent to the Bank branch which has granted the finance, informing the reasons for premature termination of the licence.
- viii) In case of any enforcement event, Central Warehousing Corporation undertakes to provide full assistance and co-operation to Bank including allowing unrestricted ingress and egress to the site/ space allotted by Central Warehousing Corporation. In case substitution of investors/developers/operators, if any, the same would be done, after consultation with Central Bank of India.


जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head

सेन्ट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशबन्धु गुप्ता रोड, करोल बाग, नई दिल्ली-05
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4/1, Siri Institutional Area
Hauz Khas, New Delhi-110016

B. Roles and Responsibilities of Central Bank of India

- i. Central Bank of India may finance the investors/developers/operators whom Central Warehousing Corporation has allotted space for developing the Cold storage/chain or value addition processing & preservation infrastructure on long term license basis, at the terms and conditions mutually agreed between the Bank and investors/developers/operators.
- ii. The Bank shall inform Central Warehousing Corporation in writing about the amount of loan sanctioned and send the copies of all relevant documents/sanction letter for the record of Central Warehousing Corporation. During the sanctioning process, the Bank may conduct physical verification/inspection of the site/space allocated by Central Warehousing Corporation to the investors/developers/operators and may also inspect, periodically, the progress of the facility to be developed and operated by the investors/developers/operators, after it has granted the loan. In case Bank needs any assistance in the physical verification of the site/space allocated by Central Warehousing Corporation, the Central Warehousing Corporation agrees to provide full co-operation and assistance to the Bank in such physical verification.
- iii. If required, the bank may get the DPR prepared by the investors/developers/operators as per the format decided by the Bank, for the loan purpose.

C. TERMS AND TERMINATION

This MOU shall be valid and continuing unless terminated by either party for an initial period of **three (03) years**. In the normal course, this MOU shall not be terminated by either of the parties. If, for any reason any party decides to terminate this MOU, then it shall give three months' notice to the other party and within this period both the parties shall continue to discharge their obligations. The termination of this MOU 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 investors/developers/operators under the arrangement.

The term of this MoU after expiry of initial period, shall be further extended for the period mutually agreed by both parties.



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अंचल प्रमुख/Zonal Head

सेन्ट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशवन्तु गुप्ता रोड, करोल बाग, नई दिल्ली-05
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D. FORCE MAJEURE

- i. Any failure or delay by either Parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of Government Authorities, pandemic or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- ii. If Force Majeure situation arises, the non-performing party shall promptly notify within 30 days to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the Force Majeure situation continues beyond 90 days, the either parties shall have the right to terminate the MOU by giving a 30 days notice to the other party Neither party shall have any penal liability to the other in respect of the termination of this MOU as a result of an event of Force Majeure.

E. CONFIDENTIALITY

- i. A Party receiving any Confidential Information (hereinafter referred to as the "Receiving Party") from any other Party (hereinafter referred to as the "Disclosing Party") shall keep the same confidential and not disclose the Confidential Information as defined below, to any third party, other than its directors, employees, channel partners and professional advisors (hereinafter referred to as the "Authorized Representatives") who are required to know, on a need to know basis, for the purpose of the performance of the obligations as per the terms of the MOU, and who are under obligations of confidentiality substantially similar to those set forth herein, unless such information is required to be disclosed under law, or the Disclosing Party has previously given prior written consent for its disclosure.

Provided that notwithstanding anything contained herein, the Receiving Party shall not in any event share or disclose any Confidential Information to a competitor of the Disclosing Party.

जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head

सेन्ट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशबन्धु गुफा रोड, करोल बाग, नई दिल्ली-05
Zonal Office D. B. Ghose Road, Karol Bagh, New Delhi-05


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General Manager (Commercial)
Central Warehousing Corporation
(A Govt. of India Undertaking)
4/1, Siri Institutional Area
Hauz Khas, New Delhi-110016

- ii. Parties shall be obligated to use the Confidential Information strictly for the performance of this MOU.
- iii. For the purposes of this MOU, "Confidential Information" shall mean all information and know-how of a private, secret or confidential nature that relates to the personal, business, technical or financial affairs of the Disclosing Party. Confidential Information includes, by way of illustration and not limitation, all forms and types of financial, business, technical, economic, or engineering information. Confidential Information shall further include any such information, materials, tangible or intangible property of customers of the Disclosing Party or any other third party with whom the Disclosing Party does or considers doing business, which is disclosed pursuant to or in furtherance of the discussions and exchanges under this MOU. Confidential Information shall be treated as the same whether or not marked as confidential and whether in tangible or intangible medium and disclosed directly or indirectly, by any means to the Receiving Party from the Disclosing Party or by a third party duly authorized by the Disclosing Party.

'Confidential Information' shall not, however, include any information which: -

- a. is, or becomes, publicly available otherwise than through a breach of this Clause;
- b. was lawfully made known to the Receiving Party by a third party without any obligation to keep it confidential; or
- c. is independently developed by the Receiving Party without breach of this Clause or any other duty of confidence.
- iv. The operation of this Clause shall survive the expiry or earlier termination of this MOU post such expiry or termination by a period of one year.
- v. The Receiving Party understands and acknowledges that any unlawful or unauthorized disclosure or misappropriation of any of the Confidential Information in violation of this MOU may cause the Disclosing Party irreparable harm, which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to initiate any legal remedy, including but not limited to seeking such injunctive reliefs, that the Disclosing Party shall deem appropriate. Such right of the Disclosing Party should also include the remedies otherwise available to the disclosing party in law or in equity.

जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head

सेंट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशबन्धु गुप्ता रोड़, करोल बाग, नई दिल्ली-05
Zonal Office D. B. Gupta Road, Karol Bagh, New Delhi-05


R. K. Bansal
General Manager (Commercial)
Central Warehousing Corporation
(A Govt. of India Undertaking)
Plot No. 14, Institutional Area
Hauz Khas, New Delhi-110016

F. NOTICES

- i. Any notice or other communication under this MOU given by either party to the other party shall be deemed properly given if in writing and;
 - a. When hand delivered during normal business hours of the recipient, acknowledgment taken.
 - b. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices.
 - c. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below.

ii. The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

Central Bank of India

Corporate Office

9th Floor, 'Chandermukhi'

Nariman Point Mumbai, Maharashtra 400021

(b) In case of Central Warehousing Corporation

Central Warehousing Corporation

Warehousing Bhawan

4/1, Siri Institutional Area

August Kranti Marg, New Delhi 110016

iii. In case there is any change in the address of one party, it shall be communicated in writing to the other party within 7 (days)

G. NO RELATION CREATED


This MOU does not create any partnership, joint venture or agency relationship between the Parties, and does not create any obligation between them other than those defined herein. Unless otherwise expressly agreed between the Parties, neither Party shall have the authority to make any commitments for or on behalf of the other Party.

H. AMENDMENTS

All amendments to the MOU shall be mutually agreed upon and shall be in writing.


जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head


सेन्ट्रल बैंक ऑफ इंडिया/Central Bank of India
आंचलिक कार्यालय देशकच गुप्ता रोड, करोल बाग, नई दिल्ली-05
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1. ASSIGNMENT

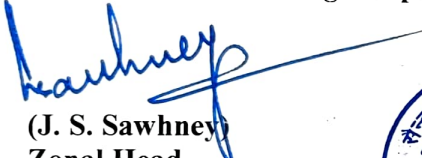
Neither Party shall be entitled to assign or transfer this MOU nor any part hereof, save and except with the prior written consent of the other Party.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first hereinabove written.


R. K. Bansal
General Manager (Commercial)
Central Warehousing Corporation
(A Govt. of India Undertaking)
4/1, Siri Institutional Area
Hauz Khas, New Delhi-110016

In the presence of Witness


1. Naveen Kumar (AGM)
Central Warehousing Corporation


(J. S. Sawhney)
Zonal Head
Central Bank of India
Delhi



In the presence of Witness


2. K. K. Kala (DGM)
Central Bank of India

MoU between Central Bank of India & Central Warehousing Corporation to extend credit facilities against pledge of e-NWR (electronic negotiable warehouse receipt)

This Memorandum of Understanding (MOU) made at New Delhi on September 9th, 2022 between Central Bank of India, having its Registered Office at 9th Floor 'Chandermukhi' Nariman Point Mumbai-40002 through its Agriculture, Rural Development and Financial Inclusion Department thereinafter referred to as Central Bank of India or "Bank"

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, 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

WHEREAS


1. CWC has been established with primary objective of providing the facility of warehousing and logistics support to its clients particularly for the storage of food grains and notified commodities under the provisions of Warehousing Corporations Act, 1962 and has considerable expertise in handling and storage of a large number of commodities including agricultural produce and inputs.
2. That the bank is interested in the scheme of financing the farmers/depositors on pledging the electronic Negotiable Warehouse Receipts (e-NWRs) issued by CWC with the Bank.

NOW THIS MOU WITNESSETH AS FOLLOW:

1. That the CWC has a network of warehouses across the country wherein Agriculturists and others store their produce and other notified commodities. CWC issues Warehouse Receipt for the goods/commodities deposited by them with CWC. CWC agrees to refer such persons to Bank for availing loan against the electronic Negotiable Warehouse Receipts (eNWR) issued by CWC.
2. That the Bank shall finance the farmers/depositors against the pledge of Warehouse Receipts issued by CWC at the 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 concerned 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 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 after examining the relevant documents to its satisfaction. Loan application and copy of Land Extracts will be obtained from the depositor by the Branch Manager of the Bank before sanction of the loan. The Bank shall inform CWC in writing about the amount of loan sanctioned and send the copies of all the relevant documents for record of CWC and get the lien "noted" on Warehouse Receipt by the respective Warehouse Manager of CWC. Before disbursing the loan, the Bank may conduct physical verification of the stocks and may also conduct inspection of goods periodically after it has granted loan.


जे. एस. साहनी/J.S. SAWHNEY
अंचल प्रमुख/Zonal Head

सेन्दुल बैंक ऑफ इंडिया/Central Bank of India
आबलिक कार्यालय देशबन्धु गुप्ता रोड, करोल बाग, नई दिल्ली-05
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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 the Bank shall pay CWC a fee @ 0.50% per annum of the loan amount disbursed(plus GST) subject to deduction of tax at source in relation to services described herein above.
8. That CWC shall be entitled to receive storage charges from the depositor and if the depositor 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 a case, CWC will pass on the sale proceeds of goods to the Bank after recovering its storage charges and other incidental charges as prescribed under section 10(2) of the warehousing (Development and Regulation Act)2007 towards adjustment of the loan granted by the Bank to such depositor.
9. That the Warehouse Receipt issued by CWC is valid for a period 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 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 after recovering of its storage charges and other dues as prescribed under section 10(2) of the warehousing (Development and Regulation Act)2007 to the Bank towards adjustment of the loan granted by the Bank to such depositor.

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.
11. That CWC shall keep the goods 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 undisbursed, till Bank lien exists and the disbursement will be done in consultation with the Bank.
12. That CWC will 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 MoU.
13. 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. This agreement shall be valid and continuing unless terminated by either party. In the normal course, this MOU shall not be terminated by either of the parties. If, for any reason any party decides to terminate this MOU, 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 MOU 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.

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अंचल प्रमुख/Zonal Head

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15 Dispute Resolution

For Govt. Banks:

- 15.1 Any dispute or difference between both parties shall be amicably sorted out by both parties, for which two members of each organization shall be appointed by MD of the CWC and Bank. Disputes, if any shall be resolved within 45 days.
- 15.2 In case the dispute or difference between both parties is/are not resolved, MDs of each organization shall amicably resolve / sort out remaining disputes, for which they will make best effort.
- 15.3 In the event any dispute or difference remains unsettled between Central Bank of India and CWC, such dispute or difference shall be taken up, by either party, for its resolution through AMRCD (**Administrative Mechanism for Resolution of CPSEs Disputes**).
16. This agreement shall be subject to exclusive jurisdiction of Courts in Delhi.
17. The affirmation, the parties hereto have signed this Memorandum of Understanding on the day first hereinabove written.

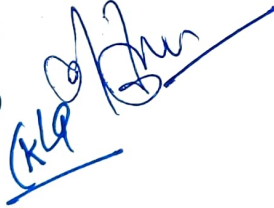
Signed and delivered by the within Named CWC through its Authorized Signatory


(Rajeev Kumar Bansal)
General Manager (Commercial)
Central Warehousing Corporation

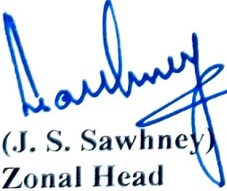
R. K. Bansal
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Hauz Khas, New Delhi-110016

In the presence of Witness:

1. Naveen Kumar (AGM)
2. K. K. Kala (DGM)



Signed and delivered by the within Central Bank of India through its Authorized Signatory


(J. S. Sawhney)
Zonal Head
Central Bank of India
Delhi

