



सत्यमेव जयते

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₹100

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Certificate No.	: IN-DL41650205474016V
Certificate Issued Date	: 04-Jan-2023 11:48 AM
Account Reference	: IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81460357293853144274V
Purchased by	: CENTRAL WAREHOUSING CORPORATION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CENTRAL WAREHOUSING CORPORATION
Second Party	: AXIS BANK LTD
Stamp Duty Paid By	: CENTRAL WAREHOUSING CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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IN-DL41650205474016V

Agreement between Axis Bank Ltd and Central Warehousing Corporation (CWC) to extend credit facilities against pledge of Electronic negotiable warehouse receipt (e-NWR)

This Agreement made at New Delhi on this ninth day of January 2023, between Axis Bank Limited, a banking company carrying on its banking business under the Banking Regulation Act, 1949 and a company under the Companies Act, 2013 having its registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat, having its Central Office at C-2, Axis House, Wadia International Centre- P. B. Marg, Mumbai 400025 and

राजीव बंसल R. K. BANSAL
महाप्रबंधक (वित्त) General Manager (Commercial)
केन्द्रीय भण्डारण निगम
Central Warehousing Corporation
(A Govt. of India Undertaking)

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TANU MALHOTRA
SS No. 494

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- 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

one of the branches at AXIS HOUSE, NOIDA (hereinafter referred to as "Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors and permitted assigns of the Bank, as well as divisions, subsidiaries of the Bank and their successors and assigns) of the FIRST 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, 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) of the SECOND PART

The Bank and CWC are hereinafter individually referred to as a "Party" and collectively as "Parties".

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 the Warehousing Corporations Act, 1962 ("WCA") and has extensive expertise in handling and storage of a large number of commodities including agricultural produce and inputs.

2. That the Bank is in the business of banking and also providing its financial services in the form of various schemes of Financing the farmers/depositors against the security of the commodities by pledging the electronic Negotiable Warehouse Receipts (e-NWRs) issued by CWC against deposit of said commodities confirming charge created in favour of the Banks/Financial Institutions.

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. CWC agrees to refer such Agriculturists and other persons to Bank for availing loan against the E-NWR Warehouse Receipts issued by CWC.
2. That the Bank shall at its sole discretion sanction the farmers/depositors against the pledge of E-NWR Warehouse Receipts issued by CWC on such terms & conditions and at such rate of interest and banking norms prevailing at the time of such sanction.
3. That CWC agrees to keep the stocks of concerned farmers/depositors in safe custody in its warehouses and ensure its preservation with periodic prophylactic and curative treatments. CWC shall obtain a declaration from the farmers/depositors/agriculturists 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 stored/deposited agricultural produce or commodities

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महाप्रबंधक (व्यापारिक) / General Manager (Commercial)
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Central Warehousing Corporation
(संघीय सरकार का उपक्रम) / (A Govt. of India Undertaking)
4/1, सीरी इंस्टीट्यूशनल एरिया, हाउस खास, नई दिल्ली-110016
4/1, Siri Institutional Area, Hauz Khas, New Delhi-110016

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notified under Warehousing (Development and Regulations) Act 2007, as per quality parameters specified/prescribed etc. and weighing to the quantity of agricultural produce or notified commodities tendered for warehousing, brought by the farmers/agriculturists/depositors as security under the said scheme adhering to the provisions of the Warehousing (Development and Regulations) Act 2007 (“WDR Act 2007”).

5. That Bank shall disburse the loan at its sole discretion to such farmers/agriculturists/depositors within a reasonable time after receipt of E-NWR Warehouse Receipt after examining the relevant documents to its satisfaction. Loan application and copy of Land Extracts or any other documents as required for sanction and disbursement of loan will be obtained from the farmer/agriculturist/depositor by the Branch Manager or officials of the Bank before sanction of the loan. The Bank shall inform CWC in writing about the amount of loan sanctioned/disbursed against the online lien marked E-NWRs on a monthly basis for pay out calculation. . Before disbursing the loan, the Bank may conduct physical verification of the stocks of agricultural produce or commodities for its satisfaction and may also conduct inspection of agricultural produce or commodities and its suitability and quality periodically after it has granted loan.
6. That CWC shall not release the pledged agricultural produce or commodities of the farmer/agriculturist/depositor in whose name the E-NWR is issued, unless pledge is released by the Bank by online process through repository systems and subsequent intimation to release the said agricultural produce or commodities either in part or full is given either in writing or through e-mail by Bank to CWC.
7. That CWC shall be entitled to receive storage charges from the farmer/agriculturist/depositor and if the farmer/agriculturist/depositor fails to pay the storage charges for more than 3 months, the agricultural produce or commodities may be disposed of by CWC as per the Rules and Regulations of CWC/WDR Act 2007 upon notice to the farmer/agriculturist/depositor and under 30 days advance intimation to the Bank who has pledge/charge over the agricultural produce or commodities. In such case, CWC after recovering its storage charges and other incidental charges, shall pass on the balance sale proceeds of the agricultural produce or commodities to the Bank towards adjustment of their outstanding loan amount under the loan sanctioned by the Bank to such the farmer/agriculturist/depositor including accrued interest, if any.
8. That the Warehouse Receipts issued by CWC is valid for a period as mentioned in the eNWR (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/agriculturists/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 of the Warehouse Receipt, a notice 15 days prior to such non revalidation or to lift the goods shall be served on the farmer/agriculturist/depositor subject to availability of no dues certificate from the Bank. In case of failure of the farmer/agriculturist/depositor to lift the goods even after the notice given, CWC shall dispose of the agricultural produce or

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commodities with prior permission in writing from the pledgee Bank and under intimation to the farmer/agriculturist/ depositor. Bank's pledge shall have priority over the rights of the farmer/agriculturist/depositor in case loan amount remains unpaid and outstanding including the accrued interest thereon. In such cases, CWC will pass on the sale proceeds of the agricultural produce or commodities to the Bank towards adjustment of the loan granted by the Bank to such farmer/agriculturist/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 or the Bank;
10. That CWC shall monitor the quality of the agricultural produce or commodities stored in its warehouse during initial storage period as specified in the E-NWR Warehouse Receipt and shall intimate to the Bank from time to time any deterioration in the quality thereof.
11. That CWC shall keep the agricultural produce/commodities/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 as per the provisions of the WDRA Act 2007. The insurance claim amount received from insurance company after adjustment of its storage charges and other related dues will be kept undisbursed except to the extent of adjustment of the outstanding storage and other incidental charges towards warehousing services, till Bank's pledge exists and the disbursement will be done in consultation with the Bank for appropriation of the balance outstanding amounts.
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.
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. Role of CWC and the Bank

14.1 That CWC shall support the followings in the interest of the Bank as an added value proposition.

A. Promotion of the bank by CWC:

1. CWC shall convey the benefits of the bank to the farmer/ agriculturist/ depositors/ customers to avail loan, as per the details made available by the Bank. The contact details of Branch Manager/ Loan Officer concerned shall be provided to the farmer/ agriculturist/ depositors.
2. CWC shall display the Bank brochure on the Warehouse Notice Board, as CWC associate Banks.

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महाप्रबंधक (वित्त/व्यापार) / General Manager (Commercial)
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3. CWC shall allow and participate in promotional activities like Loan Mela at selected warehouses, once in a quarter on the request of the Bank.
4. CWC shall invite the Bank during the FESS events arranged by CWC for promotion of pledge financing through eNWR

B. Lien related updates:

CWC shall provide periodic updates to the concerned Bank branch on:

1. Any visible or apparent deterioration in quality of stored stocks / deposits under pledge as mentioned in detailed in this agreement, which can be foreseen;
2. Validity/Expiry period of Warehouse Receipt (eNWR) and prompt during expiry/ need for renewal of eNWR as per storage worthiness by the concerned farmer/agriculturist/depositor (ref, clause no. 8)

C. Auction Support:

1. CWC shall extend support and carry out auction for disposal of agricultural produce/commodities/goods in stock in case of non-responsiveness of the farmer/agriculturist/depositor concerned inspite of repeated Notice / reminders given by CWC regarding extension of validity of eNWR as per procedure prescribed by WDRA. (ref, clause no. 8).

14.2 . Bank shall provide the following inputs and support to CWC:

- i. Furnishing the brochures of the Bank pertaining to Agri based Pledge financing, or any related Collateral financing offered by the bank.
- ii. Furnishing the contact details of Branch Manager, Loan officer to the Warehouse Manager of nearest warehouse.
- iii. Bank may also create awareness among CWC employee at Warehouses to educate about its schemes and benefits for equipping them better to create awareness further to the depositors/customers.

15. That the Bank shall pay CWC a fee @ 0.50% p.a on a monthly basis on monthly average outstanding amount (plus GST as applicable) subject to deduction of tax at source inrelation to services described herein above.

16. This agreement shall be valid and continuing for a period of 3 years from the date of execution. In the normal course, this agreement shall not be terminated by either of the parties without any reason. If, for any reason any party decides to terminate this agreement, then it shall give **3 months' notice** in advance 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 by the Bank and shall cease on satisfactory liquidation of all the loans disbursed by the Bank to the farmer/agriculturist/depositor under the arrangement.

महाराष्ट्र कृषि विकास / General Manager (Commercial)
को-ऑपरेटिव फाइनेंसिंग कॉर्पोरेशन
Central Co-operative Finance Corporation
(एन सी सी एफ सी) (एन सी सी एफ सी लिमिटेड)
41, सी १ इन्स्टीटयुशनल एरिया, हाउस खास, नई दिल्ली-११००१६
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17. GOVERNING LAW AND JURISDICTION

17.1 General

Subject to Clause 16.3, this agreement shall be interpreted, governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) for the time being in force and shall be subject to the exclusive jurisdiction of the courts at New Delhi.

17.2 Amicable Resolution

(i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably within 10 days, in accordance with the conciliation procedure as may be agreed between the Parties.

17.3 ARBITRATION:

- (i) Any dispute which is not resolved by Amicable Resolution as mentioned above, shall be referred to Arbitration which shall be according to the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- (ii) Any Party desirous of initiating arbitration shall give 15 days' notice to the other party of its intention ("Arbitration Notice"). Each Party shall, within 15 days of the receipt of the Arbitration Notice, appoint an arbitrator of its choice. Within 15 days of their appointment, the two arbitrators shall appoint a third arbitrator who shall preside over the arbitration proceedings.
- (iii) The venue of arbitration shall be New Delhi, India and all arbitration proceedings shall be conducted in English.

18. This agreement shall be subject to exclusive jurisdiction of Courts in Delhi.

19. In the event of any dispute or differences as to the interpretation of phrases / words of this agreement, the interpretation as stipulated under Section 2 read with other provisions of the Warehousing (Development and Regulation) Act, 2007 shall be final and binding.

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

रत्नोक्त बंसल (R. K. BANSAL)
महाप्रबंधक (व्यापारिक) / General Manager (Commercial)
केन्द्रीय भण्डारण निगम
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Signed and delivered by CWC through its Authorized Signatory


R. K. BANSAL / R. K. BANSAL
Group General Manager (Commercial)
Central Warehousing Corporation
(भारत सरकार का उपक्रम) / (A Govt. of India Undertaking)
4/1, Sim Insular Area, Hauz Khas, New Delhi-110016



In the presence of Witness:

1. NEERAT GARG, CWC
2. ASHWIN M NANDESHWAR


Ans

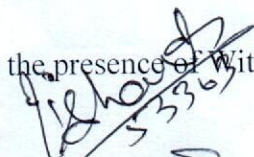
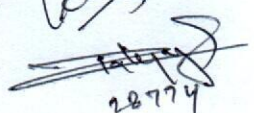
Signed and delivered by Axis Bank Ltd. Through its Authorized Signatory

FOR AXIS BANK LTD.

Signatory


Authorised Signatory

In the presence of Witness:

- TANU MALHOTRA
SS No. 484
1.  Nishant Dhar
 2.  Dalip Singh