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Certificate No.	: IN-DL77073424225730V
Certificate Issued Date	: 17-Mar-2023 03:05 PM
Account Reference	: IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81460325998687841524V
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	: IDBI BANK LTD
Stamp Duty Paid By	: CENTRAL WAREHOUSING CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line IN-DL77073424225730V

Agreement between Central Warehousing Corporation and IDBI Bank Ltd. to extend credit facilities against pledge of Electronic Negotiable Warehouse Receipts (e-NWR)

This Agreement is made at New Delhi on this 23rd day of March 2023

Between

Central Warehousing Corporation, a Public Sector Undertaking established under the Warehousing Corporations Act, 1962 having its Corporate Office at "Warehousing



Statutory Alert:

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

AND

IDBI Bank Limited, a company incorporated under the provisions of the Companies Act, 1956 and a company within the meaning of section 2 (20) of the companies Act, 2013 (18 of 2013) and also a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), having its Registered Office at IDBI Tower, World Trade Centre Complex, Cuffe Parade, Mumbai-400005 (hereinafter referred to as "Bank").

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. That the IDBI bank which is engaged in granting financial assistance against the pledge of Negotiable Warehouse Receipts is interested in the scheme of financing the farmers/traders/depositors on pledging the electronic Negotiable Warehouse Receipts (e-NWRs) issued by CWC with the Bank.

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 ('the stocks'/'goods') with CWC. CWC agrees to refer such persons ('the farmers'/'traders' / 'depositors') to the Bank for availing loan against the Electronic Negotiable Warehouse Receipts (e-NWR) issued by CWC.
2. That the Bank shall finance the farmers/depositors against the pledge of e-NWRs issued by CWC at such rate of interest, other charges and terms and conditions as per Bank's norms and product guidelines 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 stocks deposited and no other person has any claim, lien or right of any nature over the stocks.

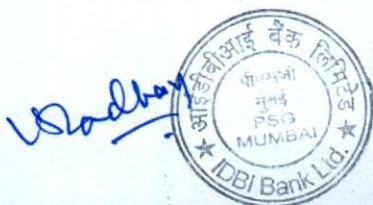


4. That CWC shall prior to sanction of the loan by the Bank, conduct, as per the normal practice and in compliance with applicable laws/guidelines, quality testing for the stored/deposited agricultural produce as per quality parameters specified/prescribed etc. and weighing to the quantity of agricultural produce (stocks) tendered for warehousing, brought by the agriculturists /depositors as security under the said scheme and will ensure that quality and quantity of stocks is in conformity with the details given in e-NWR issued from CWC, as per WDRA guidelines.
5. That Bank shall disburse the loan to such depositor within a reasonable time after receipt of e-NWR after examining the relevant documents and confirming compliance of all the terms and conditions of sanction to its satisfaction. Loan application and copy of Land Extracts (where ever applicable) 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 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 conduct physical verification of the stocks for its satisfaction and may also conduct inspection of goods and its suitability, quality and quantity periodically after it has granted / disbursed loan.
6. That CWC shall not release the goods of the depositor in whose name the original Warehouse Receipt is issued - to any other person, unless lien marked in favour of the Bank 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 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 in writing 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 and other dues thereon in respect of the Loan, if any.
8. That the Warehouse Receipt 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 themselves about its further storage worthiness. Farmers/depositors shall ensure the renewal of validity of the e-NWR 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 in writing which may include communication through electronic platform 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 in writing which may include communication through electronic platform to the Bank and the depositor and in such event; the 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 and other dues thereon in respect of the Loan, after recovering of its storage charges and other dues if any.

9. In case, CWC has transferred the balance sale proceeds to the Bank after the adjustment of outstanding storage and other incidental charges, it shall be absolved of all its responsibilities and liabilities towards the depositor or the Bank. However, all the action taken by CWC towards conducting sale of goods, determination of sale price and payment of sale proceeds to the Bank shall be done by CWC in compliance with the Warehousing (Development and Regulation) Act, 2007 and Guidelines issued thereunder to safeguard the interest of the Bank as the Pledgee of the goods.
10. That CWC shall monitor the quality of the goods stored in its warehouses 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 which e-NWRs are issued and the bank shall satisfy itself carry out / its own due diligence in order to ensure the suitability, quality, worthiness or usability of such stock/stored goods/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 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.
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.



Handwritten signature



14. Role of CWC and the Bank

14.1 That CWC shall offer the following deliverables/ services 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 and its various loan products applicable to the depositors/ farmers 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 depositors.
2. CWC shall display the Bank brochure on the Warehouse Notice Board, as CWC's associate bank-.
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 e-NWR
5. CWC shall share the list of depositors/farmers s who have been availing warehousing services to the bank branch concerned.
6. CWC shall help the Bank in reaching out to all prospective agri based borrowers as per contact details provided by the Bank, if any.
7. CWC and IDBI both shall maintain confidentiality of all information pertaining to the loan products of the Bank, commodity, depositors etc. as may be made available by the Bank as well as all the information pertaining to CWC (depositors/Commodity) as per provisions of this Agreement.

B. Lien related updates:

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

1. Any visible or apparent or suspected deterioration in quality or quantity of stored stocks / deposits under lien as detailed under clause no. 10, which can be foreseen;
2. Validity/Expiry period of Warehouse Receipt (- e-NWR) and prompt need for renewal of e-NWR as per storage worthiness by the concerned depositor (ref, clause no. 8).

C. Auction Support:

1. CWC shall extend support and carry out auction for disposal of stock in case of non-responsiveness of the depositor concerned inspite of repeated Notice / reminders



given by CWC regarding extension of validity of e-NWR as per procedure prescribed by WDRA. (Ref, clause no. 8).

14.2. Bank shall provide the following inputs and support to CWC for enabling CWC to extend seamless service to the Bank:

- i. Furnishing the details/ particulars related to loan extended and the stocks / deposits under lien, at the time of extending the loan, any other relevant matter / event including default committed by the depositors requiring CWC's support to conduct sale of pledged goods, particulars of incidents if any brought to the knowledge of the Bank relating to the goods (pledged to the Bank) in the custody of CWC necessitating necessary action from CWC, as well as closure/ partial closure of such loans.
- ii. Furnishing the brochures of the Bank pertaining to Agri based Pledge financing, or any product related Collateral financing offered by the bank.
- iii. Furnishing the contact details of Branch Manager, Loan officer, Loan recovery officer or any other authorised officer of the Bank to the Warehouse Manager of nearest warehouse. List and address of the warehouses are enclosed herewith.
- iv. Bank may also create awareness among CWC employees 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% of the loan amount disbursed (plus GST as applicable) subject to deduction of tax at source in relation to services described herein above. Fee @0.5% of the total sanctioned loan value shall be paid to CWC at the time of disbursement of loan to the depositor, irrespective of whether the amount of loan disbursed is in part or in full.

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** in writing 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, or shall not affect any right of the Bank over goods pledged in favour of the Bank in terms of e-NWR and security documents executed by the depositors and shall cease on satisfactory liquidation of all the loans disbursed by the Bank to the depositor/s under the Loan documents entered into by the depositors with the Bank.

17. The parties to this Agreement shall endeavour to amicably resolve all the disputes, which may arise during the validity of this Agreement, in accordance with this agreement.



18. GOVERNING LAW AND JURISDICTION:

This Agreement shall be 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 exclusive jurisdiction of the Courts at New Delhi.

19. 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.

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

21. The affirmation, the parties hereto have signed this Memorandum of Understanding on the day first hereinabove written.

Signed and delivered by CWC through its Authorised Signatory

(Mr. Rajeev Kumar Bansal)
Group General Manager (Commercial)
Central Warehousing Corporation



In the presence of Witness:

- 1. Mr. Naveen Kumar, DGM
- 2. Ms. Anjaly Negi, Manager

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Signed and delivered by the within IDBI Bank through its Authorised Signatory

Wadhwa

(Mr. Iswar Pradhan)
Executive Director (PSG)
IDBI Bank



In the presence of Witness:

1. Mr. Janakiraman M, CGM, PSG (Agri & FI), CO
2. Mr. Ranjankumar Rath, Zonal Head, Delhi Zone

Janakiraman M
Ranjankumar Rath

Wadhwa



RSE

