



भांडागारण विकास और विनियामक प्राधिकरण
भारत सरकार



एन सीयू आई भवन, चौथी मंज़िल, 3, सीरी इंस्टीट्यूशनल एरिया, अगस्त क्रान्ति मार्ग,
हौज़ खास, नईदिल्ली - 110016, दूरभाष - :49536496, 49092978

Warehousing Development and Regulatory Authority
Government of India

NCUI Building, 4th Floor, 3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi - 110016, Tel. No. 49536496, 49092978

File No: WDRA-PD/1/2025-Technical/3462

Dated: 21.01.2025

Subject: Inviting comments from Stakeholders in the matters related to the regulation of warehousing business.

The undersigned is directed to inform that Warehousing Development & Regulatory Authority (WDRA) is undertaking stakeholders' consultation in the matters related to the regulation of warehousing business on following agenda items:-

- a) Implementation of insurance circular dated 03.06.2022.
 - b) Matters related to security deposit
 - c) Consultation on proposed amendments to W (D&R), 2007
2. Agenda note on item (a) and (b) is annexed for inviting suggestions/comments from the stakeholders including general public on the above said agenda items.
 3. The comments may be sent to Assistant Director (SA&O) sai.pradeep@gov.in or may also be sent by post to the

Assistant Director (SA&O),
Warehousing Development Regulatory Authority,
4th Floor, NCUI Bhawan, 3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi- 110016.

4. The comments for Agenda Item (a) and (b) may kindly be sent latest by 05-02-2025 (Wednesday). It is requested that the name, telephone/ mobile number and address of the sender should be indicated at the time of sending the suggestions/ comments.

5. A stakeholder consultation meeting on Item (a), (b), and (c) will be conducted in WDRA office, New Delhi on 06-02-2025 through in-person and online mode. VC link details will be hosted on WDRA website on 04-02-2025. It is encouraged to attend in-person for the said meeting.

(Manish Kumar Jain)
Under Secretary (A&F)

A. Implementation of insurance circular dated 03.06.2022

As you are aware, WDRA issued a circular vide a No. 02/Tech.II/2022 dated 03.06.2022 regarding insurance coverage of all the goods deposited in WDRA registered warehouses. A copy of the above said circular is placed at **Annexure-1** for your kind perusal.

2. The circular mandated that a conventional warehouse has to have SFSP (Standard Fire and Special Perils) fidelity and burglary policies. In case of cold storages in addition to the above said policies, they should also have machine breakdown and deterioration of stock policies. Further, warehouse located in the areas notified under the Armed Forces Special Power Act (AFSPA) shall also have terrorism cover.

3. Considering the feedback received from different stakeholders and with a view to reduce the expenses, WDRA introduced a new insurance regime, in addition to the provisions of previous regime, wherein an applicant can submit insurance policies depending upon the value of the stock that would be stored in the applied warehouse in the first six months from the date of registration, subject to a declared stock value of not less than 1 lakh rupee.

4. It gives rise to various scenarios based on the practice of the insurance policy procurement.

The following are the probable combinations:

- i. In case of single warehouse, one or multiple declaration/ non-declaration policy/ies
- ii. Two or more warehouses under a single warehouseman, the following

	Declaration (I)	Non- declaration (II)
Floater (A)	A(I)	A(II)
Floater (B)	B(I)	B(II)

- iii. There is a possibility of having multiple floater policies with or without declaration
- iv. Another possibility of having multiple insurance policies for a single warehouseman or a single insurance policy, for multiple warehouses/ multiple insurance policies, for multiple warehouses.
- v. Lastly, there is a possibility of having insurance policies with various time periods.

In this consultation, WDRA would like to have a feasible and practically implementable architecture for insurance management.

5. WDRA is proposing to revise in the process of submission of insurance policies to WDRA. Suggestions are invited on this item for speedy processing while continuing the due scrutiny required.



भांडागारणविकासऔरविनियामकप्राधिकरण

भारतसरकार



एनसीयूआईभवन, चौथीमंजिल, 3, सीरीइंस्टीट्यूशनलएरिया, अगस्तक्रान्तिमार्ग,
हौज़खास, नईदिल्ली - 110016, दूरभाष: - 49536496, 49092978

**Warehousing Development and Regulatory Authority
Government of India**

NCUI Building, 4th Floor, 3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi - 110016, Tel. No. 49536496, 49092978

F. No. WDRA/2015/1-2(12)/Tech- II/615

Dated: 03.06.2022

Circular No.: 02/Tech.II/2022

Subject: Insurance policies to be taken by the applicant/warehouseman for the purpose of registration / renewal of registration of warehouse (s)- regarding.

1. Section 11(1) (k) of the Warehousing (Development and Regulation) Act, 2007, and Regulation 4 (5) of the Warehousing Development and Regulatory Authority (Negotiable Warehouse Receipts) Regulations, 2017 provide that electronic Negotiable Warehouse Receipts/ electronic Non-Negotiable Warehouse Receipts (eNWRs/eNNWRs) should have name of the insurance company indemnifying for fire, floods, theft, burglary, misappropriation, riots, strikes or terrorism.
2. Section 17 of the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017 provides that no registration / renewal of registration of warehouse (s) shall be issued unless the warehouse is adequately insured as per the requirement of the Authority. The insurance coverage of the applicant or warehouseman with respect to the goods deposited in the warehouse(s), must be against at least:
 - (a) fire,
 - (b) flood,
 - (c) burglary,
 - (d) misappropriation and
 - (e) Riots and strikes
3. The underlying principle of the provisions specified under para 1 above is to protect the integrity of e- NWRs/eNNWRs being issued by the registered warehouses against the deposit of goods (both agri and non-agri) in the warehouses.

4. Since Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017 do not mandate building insurance, it has been decided by the Authority that building insurance shall not be mandatory for Registration/Renewal of registration of warehouses. A number of representations have also been received from the applicants of WDRA registration and also the registered warehousemen that the insurance requirements under earlier circular was putting undue financial pressure on them, as they were required to insure the entire capacity while the stock covered under eNWR/eNNWR might not be to that extent. The IRDAI has also introduced new types of policies for small and medium enterprises.
5. Therefore, in supersession of earlier insurance norms circulated by the WDRA vide its Circular No. 01/Tech. II/2017 dated 27.04.2017, the following insurance policies will need to be taken by the applicants/ warehousemen with respect to the goods stored/ proposed to be stored in the warehouse(s) for the purpose of registration of warehouse(s):

5.1 Standard Fire and Special Perils (SFSP) Policy

- 5.1.1 Considering feedback received from different stakeholders and with a view to reduce the stress on the applicants for WDRA registration and the registered warehousemen, the insurance requirements have been given a relook to rationalize the same. Efforts have also been made to give an option to the applicants to decide about the quantum of Insurance coverage to be taken by them depending on the value of WDRA notified goods to be stored in the warehouse(s).
- 5.1.2 As per recent IRDAI guidelines, following three types of Policies are available for covering the risks arising out of Fire and Special Perils :

Sl. No.	Amount of Sum Insured	Type of Policy
1.	Sum Insured Upto Rs.5.00 Crores	Bharat Sookshma Udyam Suraksha
2.	Sum Insured exceeding Rs.5.00 Crores but upto Rs.50.00 Crores	Bharat Laghu Udyam Suraksha
3.	Sum Insured exceeding Rs.50.00 Crores	Standard Fire and Special Perils with specified add-on covers as per existing practice.

Details of these policies may be obtained from concerned insurance companies as per the existing provision.

- 5.1.3 The applicant is required to take any of the above three policies based on the sum insured opted as applicable i.e. Bharat Sookshma Udyam Suraksha Policy, Bharat Laghu Udyam Suraksha Policy or Standard Fire and Special Perils Policy with specified Add-on covers as per existing practice. Whatever Policy the applicant/warehouseman takes depending on the value of sum insured under the Policy, following two options shall be available subject to his choice/feasibility:-



- (a) Insurance based on self-declaration. OR
- (b) Insurance on full capacity of the warehouse.

5.1.3.1 Insurance on self-declaration basis

In order to facilitate the Warehouseman, option of taking insurance on the basis of self-declared value of stock has also been provided. In this case, sum Insured may be based on expected highest value of the commodities to be stored in any of the first six months from the date of registration, as declared by the applicant. However, the declared value must not be less than Rs. 1,00,000/- (One Lakh) in any case. The policy taken as above on self-declaration basis may be either a Declaration Policy or a Non declaration policy as permitted in the insurance policy.

5.1.3.2 Insurance taken on full capacity basis

A warehouseman may opt for insurance policy on the basis of full capacity of the warehouse instead of taking insurance policy on the basis of self-declaration (Para 5.1.3.1).

For Insurance to be taken on Full Capacity Basis, either Declaration Policy or Non-declaration Policy may be taken as described below:-

(a) Declaration Policy

The applicant/warehouseman may opt for a declaration policy as per the schemes available with the insurance companies. In case of a declaration policy, the average value of the commodities, including Non Agri commodities if applicable, will be taken as declared by the warehouseman, but not less than Rs 20,000/- per ton in any case and the average capacity utilization will be taken as 60% of the full capacity. Since the warehouseman is mandated to declare the actual value of stocks every month to the insurance company, the higher and lower variations in value will automatically be taken care of.

The minimum sum insured for declaration policy under SFSP in case of one or more locations shall be as permitted by the insurance company

It will be mandatory as per Declaration Policy to declare the correct value of stock to the insurance company as required in the policy. Any loss caused to the depositor due to misdeclaration shall be made good by the warehouseman.

(b) Non-declaration Policy

In case the applicant/warehouseman opts for a non-declaration policy, the average value of the stocks will be taken as Rs. 20,000/- per ton only if the warehouse is storing / proposing to store **wheat, rice / paddy, barley, oat, maize, sorghum and millets**. In case of other commodities (including Non Agri commodities, as applicable), the value of the stock will be calculated on the basis of average market price of the commodities stored / to be stored. In all cases of non-declaration policy taken on Full capacity basis, the sum insured will be calculated on the basis of full (100%) utilization of the capacity.



5.1.3.3 General considerations under Insurance Policy

- a) There will be no separate stipulation for new warehouses. Warehouseman will have the options to choose Insurance either on the basis of Self Declaration (Para 5.1.3.1) or on the basis of full capacity (Para 5.1.3.2). The type of policy required will depend on the value of insurance as explained in Para 5.1.2.
- b) For warehousemen operating more than one warehouse at different locations within the geographical limits of India, stocks can also be insured on Floater Basis under one single Sum Insured. The warehouseman will have to declare the location of all godowns with complete address and description of commodities intended to be stored therein as these details will be incorporated in the policy by the insurers. There is no need to declare location wise sum insured.
- c) In case of Bharat Sookshma Udyam Suraksha Policy and Bharat Laghu Udyam Suraksha Policy, "Act of Terrorism" is available as an in built cover. However, this aspect should be checked by the Warehouseman from the Insurance Company while taking the policy.

However, In case of Standard Fire and Special Perils Policy (SFSP), Add on cover for Terrorism shall be taken by the warehouseman for those areas which are notified under the Armed Forces (Special Powers) Act, 1958 (AFSPA).

5.2 Burglary Policy

The requirement of Burglary Insurance Policy shall be as follows:

SI. No.	Particulars of Sum Insured Under SFSP	Required Sum Insured under Burglary Policy
1.	Upto Rs. 10 Crores	20% of SI under SFSP
2.	More than Rs. 10 Crores upto Rs. 50 Crores	Rs. 2.0 Crore + 10% of value exceeding Rs. 10 Crores under SFSP
3.	More than Rs. 50 Crores upto Rs. 100 Crores	Rs. 6.0 Crore +5% of value exceeding Rs. 50 Crores under SFSP
4.	More than Rs.100 Crores upto Rs. 200 Crores	Rs. 8.5 Crore + 0.25% of value exceeding Rs. 100 Crores under SFSP
5.	Above Rs 200 Crores	Rs. 8.75 Crore + 0.15 % of value exceeding Rs. 200 Crores under SFSP subject to a cap of Rs. 15 Crores for sum insured under Burglary Policy

5.3 Fidelity Guarantee Insurance Policy

The requirement of Fidelity Guarantee Insurance Policy shall be as under:

SI. No.	Value of Sum Insured in SFSP Policy	Requirement of Sum Insured
1.	For warehouse(s) including companies etc. having sum insured under SFSP Policy upto Rs. 100 Crores	10% of the sum insured in SFSP Policy

2.	For warehouse(s) including companies etc. having sum insured under SFSP Policy above Rs. 100 Crores	Rs.10 Crores + 7.50% of value exceeding Rs. 100 Crores with an upper cap of Rs. 25 Crores in case of Non-agri or combined (Non-agri and Agri both) commodities and Rs. 20 Crores in case of Agri commodities.
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If multiple SFSP Policies are taken, sum total of sum insured of all SFSP Policies shall be taken to work out the requirement of Fidelity Guarantee Policy for the warehouse(s).

The applicant/ warehouseman may take a collective Fidelity Guarantee Insurance policy mentioning the names of the individual employees in all the warehouses covered under the policy or a Position Policy in which the positions in the warehouses are included. Further, the collective Fidelity Guarantee Policy where only the number of employees is mentioned will also be accepted by the Authority.

6. Additional Cover in case of Cold Storages

In addition to above three policies mentioned under para 5.1, 5.2 and 5.3, additional cover shall also be taken by the warehouseman for the following perils: -

6.1 If sum insured is above Rs. 50 crores

In addition to Standard Fire and Special Perils Policy, **Add on cover** for deterioration of stocks due to failure of electricity supply and damage to the plant and machinery caused by the fire and other perils shall be taken by warehouseman.

6.2 If sum insured is up to 50 crores

Currently the above two add on covers as at para 6.1 are not available in Sookshma/Laghu Udyam Suraksha Policy. In case IRDAI introduces add on cover for deterioration of stocks due to failure of electricity supply and damage to the plant and machinery caused by the fire and other perils and Insurance companies provide such a cover the same shall be adopted.

Till the above provision is available, in addition to Bharat Sookshma Udyam Suraksha Policy or Bharat Laghu Udyam Suraksha policy (as applicable), warehouseman will have to take the following policies also:-

(a) Deterioration of Stocks (DOS) Policy, and

(b) Machinery Breakdown for Cold Storage Policy

6.3. Some of the important conditions of the DOS policy are as under: -

- 6.3.1 Deterioration of the stocks due to any unforeseen and sudden physical loss of or damage to the machinery specified in the list of machinery attached to the questionnaire and proposal of this policy.
- 6.3.2 Specified machinery as included in the schedule of the DOS policy must be insured under a separate **Machinery Breakdown Policy** which should be in force at the time of loss and such loss to machinery must be indemnifiable under the Machinery Breakdown Policy.



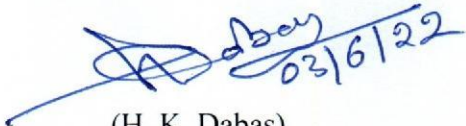
Hence, along with the DOS Policy, **Machinery Breakdown (MBD) Policy** for cold storage machinery will also be required to be taken since one of the most important conditions for admission of claim under the DOS policy is that the Specified machinery as included in the schedule of the DOS policy must be insured under a separate **Machinery Breakdown Policy** which should be in force at the time of loss and such loss to machinery must be indemnifiable under the Machinery Breakdown Policy.

The above cold storage add on cover in case of SFSP Policy or additional Policies for Deterioration of Stocks and Machinery Breakdown for cold storage machineries will be required to be taken by all the new applicants. All those registered cold storages covered under the Bharat Sookshma Udyam Suraksha or Bharat Laghu Udyam Suraksha policies and registered based on an undertaking to take the above policies whenever available, will now have to take the two policies as at para 6.2 within one month of the notification of this circular. All other cold storages already registered and have taken additional Insurance Policies for Cold Stores as per the circular No 01/TechII/2017 dated 27/04/2017 will take the additional covers/policies as specified at para 6.1. and 6.2 (as applicable) as and when renewal of previous policies is due.

7. It may also be noted that a check on adequacy of the insurance policy shall be exercised during issue of eNWRs/eNNWRs as under:
 - 7.1 For all the insurance policies, whether based on self-declaration value (Para 5.1.3.1) or based on capacity (para 5.1.3.2) , a check on the availability of adequacy of insurance value to cover the value of e-NWR/e-NNWR will be introduced. e-NWR/e-NNWR will only be issued if there is adequate insurance cover available for the warehouse from which e-NWR/e-NNWR is being issued to cover the e-NWR/e-NNWR under issue. If adequate insurance cover is not available for the particular warehouse, then an error message will be displayed to the warehouseman about the inadequacy of insurance.
 - 7.2 The warehouseman should check the adequacy of available insurance policies and keep upgrading the value of insurance regularly so that the e-NWR/e-NNWR could be smoothly issued. The system will debar issue of e-NWR if the insurance policy is exhausted upto a limit of 90% of the value to take care of any fluctuations in prices of the commodities.
 - 7.3 When the value of the insurance cover is exhausted upto 75% of the value of balance of e-NWRs/e-NNWRs, a warning message will be sent to the warehouseman.
 - 7.4 The warehouseman is also expected to keep the policies renewed and updated on the WDRA system well in advance to avoid suspension and inactivation of the warehouse and further disruption on issue and transactions against e-NWR/e-NNWRs.
 - 7.5 In case the value of insurance taken by the warehouseman is less than the actual stock in the warehouse, then warehouseman shall be held responsible and any loss to the depositors and the same shall be recoverable from the warehouseman.
8. The applicant shall also have the option of uploading the insurance policies either at the time of warehouseman registration or just before registration of the warehouse at the time of Security Deposit submission.



9. The warehouseman is required to take the insurance cover as above. The WDRA will **not** entertain the registration of warehouses under the Self Insurance or Corpus Fund.
10. Only those insurance policies issued by IRDAI registered Indian Insurance Companies shall be accepted by the Authority.


(H. K. Dabas)
Under Secretary (Tech)

Distribution:

- i. MD, CWC
- ii. MDs, All SWCs
- iii. All WSPs
- iv. All registered Private Warehouses
- v. All registered PACS warehouses
- vi. Inspection Agencies as per the list.
- vii. Guard File.

Copy to:

- i. PPS to Chairman, WDRA
- ii. PS to Member 1, WDRA
- iii. PS to Member 2, WDRA
- iv. All officers in WDRA
- v. Dy. Director (IT), WDRA- with request to put a copy of the circular on the website of the WDRA.

B. Matters related to security deposit

As you are aware, WDRA notified new security deposit requirements vide a No. T-23/3/2020-Technical-Part (1) dated 14.06.2024. As per the notification, inter-alia, a warehouseman has to submit fixed security deposit and dynamic security deposit. The fixed security deposit shall be submitted before the issuance of registration certificate and the dynamic security deposit is to be submitted on monthly basis based upon the peak stock value in the preceding month.

2. Further, warehousemen are classified into small capacity warehouse i.e. a warehouseman with a capacity of all the registered warehouses is up to 2000 metric tonne and other warehouses i.e. a warehouseman with a capacity of all registered warehouses is above 2000 metric tonne. The quantum of dynamic security deposit is mentioned in the above said notification. A copy of the above notification is placed at **Annexure-2** for your kind perusal.

WDRA is inviting comments/ suggestions from the stakeholders on the following items:

- i. Introduction of single security deposit i.e. doing away with dynamic security deposit to ease the operations of warehousemen.
- ii. Prescribing the fixed security deposit to the level as may be decided by the Authority from time to time under the provisions of Rule 19 of the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017.
- iii. Doing away with the classification of small and other warehousemen and prescribing a single metrics linked to capacity.
- iv. Change in the process flow for the approval of security deposit submission at the time of registration.
- v. Provision of a digital solutions like e-BG and online submission of security deposit through the cash management solutions offered by banks.
- vi. Other matters related to the security deposit management as decided by the Competent Authority.



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग III—खण्ड 4
PART III—Section 4

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भांडागारण विकास और विनियामक प्राधिकरण

अधिसूचना

नई दिल्ली, 14 जून, 2024

भांडागारण विकास और विनियामक प्राधिकरण के पास भांडागारों के रजिस्ट्रीकरण हेतु प्रतिभूति जमा की अपेक्षा

संख्या. टी-23/3/2020-तकनीकी-भाग-(1).—भांडागारण (विकास और विनियमन) भांडागारों का रजिस्ट्रीकरण नियम, 2017 के नियम-19 के उप-नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भांडागारण विकास और विनियामक प्राधिकरण भारत के राजपत्र, असाधारण, भाग-III खंड-4 में प्रकाशित टी-23/3/2020-तकनीकी के माध्यम से तारीख 04 दिसम्बर, 2020 उन बातों के सिवाय अधिकांत करते हुए जिन्हें ऐसे अधिक्रमण के पूर्व किया गया है या करने का लोप किया गया है, की अधिसूचना के अधिक्रमण में, भांडागार विकास और विनियामक प्राधिकरण (जिसे यहां इसके बाद प्राधिकरण कहा गया है), के साथ भांडागारों के रजिस्ट्रीकरण के लिए प्रतिभूति जमा की अपेक्षा हेतु निम्नलिखित संशोधित प्रक्रिया अधिसूचित करता है:-

1. भांडागार विकास और विनियामक प्राधिकरण के साथ अपने भांडागारों के रजिस्ट्रीकरण का अनुरोध करने वाले आवेदक भांडागार या भांडागार सेवा प्रदाता, रजिस्ट्रीकरण प्रमाणपत्र जारी किए जाने से पूर्व प्राधिकरण को प्रतिभूति जमा प्रस्तुत

करेगा और इस प्रभाव में, प्राधिकरण से सूचना जारी होने के पश्चात 21 कार्य-दिवसों के भीतर प्रतिभूति जमा प्रस्तुत करनी होगी।

2. यदि आवेदक उपर्युक्तानुसार विनिर्दिष्ट अवधि के भीतर प्रतिभूति जमा प्रस्तुत करने में विफल रहता है, तो आवेदन को निरस्त माना जाएगा;

प्रेरक कि, प्राधिकरण संतुष्ट होता है कि आवेदक द्वारा इक्कीस (21) कार्य-दिवसों की उक्त अवधि के भीतर प्रतिभूति जमा प्रस्तुत न करने हेतु पर्याप्त कारण विद्यमान था, प्राधिकरण के विनिश्चय के अनुसार विस्तारित अवधि के भीतर प्रतिभूति जमा प्रस्तुत करने की अनुमति दे सकता है।

3. यदि आवेदक नीचे विनिर्दिष्ट प्ररूप और रीति से प्रतिभूति जमा प्रस्तुत करता है, तो प्राधिकरण भांडागारण (विकास और विनियमन) भांडागारों का रजिस्ट्रीकरण नियम, 2017 की चतुर्थ अनुसूची में विनिर्दिष्ट प्ररूप में पांच कार्य-दिवसों के भीतर आवेदक को भांडागार के संबंध में रजिस्ट्रीकरण प्रमाणपत्र जारी करेगा।

4. आवेदक या भांडागारपाल द्वारा प्रस्तुत की जाने वाली प्रतिभूति जमा की राशि तथा रीति का ब्यौरा निम्नवत है:

(i) भांडागारपाल रजिस्ट्रीकरण की अवधि के दौरान प्राधिकरण द्वारा धारित प्रतिभूति जमा का अनुरक्षण करेगा। प्रतिभूति जमा के दो घटक हैं, अर्थात् - स्थिर तथा गत्यात्मक प्रतिभूति जमा। स्थिर प्रतिभूति जमा राशि भांडागारण विकास एवं विनियामक प्राधिकरण के साथ रजिस्ट्रीकृत भांडागारपाल से संबंधित प्रत्येक भांडागार के लिए है, जबकि गत्यात्मक प्रतिभूति जमा पूर्ववर्ती माह के दौरान किसी दिवस पर भांडागारपाल के सभी रजिस्ट्रीकृत भांडागारों की परक्राम्य भांडागार रसीदों के बकाया के अधिकतम मूल्य का प्रतिशत है।

(क) 2000 टन तक की कुल क्षमता वाले सभी रजिस्ट्रीकृत भांडागारों के भांडागारपाल के लिए, प्रति भांडागार निर्धारित प्रतिभूति जमा 50,000 रुपए है (जैसा कि भांडागारों के रजिस्ट्रीकरण के लिए नीचे सारणी-क में विवरण दिया गया है), जबकि गत्यात्मक प्रतिभूति जमा पूर्ववर्ती माह के दौरान किसी भी दिवस को भांडागारपाल के सभी रजिस्ट्रीकृत भांडागारों की परक्राम्य भांडागार रसीदों के बकाया अधिकतम मूल्य का 1% (एक प्रतिशत) है, जो नीचे दी गई सारणी-1 के स्तंभ-ख में टी के रूप में निर्दिष्ट किया गया है।

भांडागार विकास और विनियामक प्राधिकरण के साथ रजिस्ट्रीकृत 2000 टन तक की कुल भांडागार क्षमता रखने वाले सभी भांडागारों के भांडागारपाल हेतु क और ख के कुल योग की कुल प्रतिभूति जमा स्तंभ-ग में दर्शाए गए कुल प्रतिभूति जमा तक सीमित रखी जाएगी, जैसाकि सारणी-1 में दिया गया है:-

सारणी-1

क्र.सं.	भांडागारपालों हेतु सभी रजिस्ट्रीकृत भांडागारों की क्षमता (टन में)	स्थिर प्रतिभूति जमा	गत्यात्मक प्रतिभूति जमा	इस राशि तक सीमित कुल प्रतिभूति जमा
		क	ख	ग
1.	100 टन तक	50,000 रुपये प्रति भांडागार	शून्य	कुल 50,000 रुपये तक सीमित
2.	101-500 टन	50,000 रुपये प्रति भांडागार	टी का 1%	कुल 1.50 लाख रुपये तक सीमित
3.	501-1000 टन	50,000 रुपये प्रति भांडागार	टी का 1%	कुल 2.50 लाख रुपये तक सीमित
4.	1001-1500 टन	50,000 रुपये प्रति भांडागार	टी का 1%	कुल 3.50 लाख रुपये तक सीमित
5.	1501-2000 टन	50,000 रुपये प्रति भांडागार	टी का 1%	कुल 4.50 लाख रुपये तक सीमित

टिप्पण: पूर्ववर्ती माह के दौरान किसी भी दिवस को भांडागारपाल के सभी रजिस्ट्रीकृत भांडागारों की परक्राम्य भांडागार रसीदों का अधिकतम मूल्य टी है।

(ख) सभी रजिस्ट्रीकृत भांडागारों के साथ 2000 टन से अधिक क्षमता रखने वाले भांडागारपाल हेतु स्थिर प्रतिभूति जमा 1,00,000 रुपए प्रति भांडागार है (भांडागारों के रजिस्ट्रीकरण हेतु विस्तृत ब्यौरा सारणी-II में स्तंभ-य में दिया गया है), जबकि गत्यात्मक प्रतिभूति जमा पूर्ववर्ती माह के दौरान किसी भी दिन भांडागारपाल के सभी रजिस्ट्रीकृत भांडागारों की परक्राम्य भांडागार रसीदों के बकाया अधिकतम मूल्य का प्रतिशत है, जिसे नीचे टी* के रूप में दर्शाया गया है। स्तम्भ (3) पिछले स्लैब में अपेक्षित गत्यात्मक प्रतिभूति जमा है, जबकि स्तम्भ (4) गत्यात्मक प्रतिभूति जमा हेतु संदर्भित स्लैब में अपेक्षित प्रतिभूति जमा है। स्थिर (स्तंभ (5)) और गत्यात्मक (स्तंभ (3) और स्तम्भ (4)) प्रतिभूति जमा का संचयी मूल्य भांडागारण विकास और विनियामक प्राधिकरण के पास नीचे दी गई सारणी- II के अनुसार रखा जाएगा:-

सारणी-II

क्र. सं.	स्लैब	गत्यात्मक प्रतिभूति जमा		निर्धारित प्रतिभूति जमा
(1)	(2)	(3)	(4)	(5)
1.	टी 25 करोड़ रुपये से कम या समतुल्य है।	शून्य	टी का 1%	एक लाख रुपये प्रति भांडागार
2.	टी 25 करोड़ रुपये से अधिक या 250 करोड़ रुपये तक है।	25 लाख रुपये	टी का 0.75%	एक लाख रुपये प्रति भांडागार
3.	टी 250 करोड़ रुपये से अधिक या 2500 करोड़ रुपये तक है।	1.937 करोड़ रुपये	टी का 0.50%	एक लाख रुपये प्रति भांडागार
4.	टी 2500 करोड़ रुपये से अधिक है।	13.187 करोड़ रुपये	टी का 0.25%	एक लाख रुपये प्रति भांडागार

टिप्पण : पूर्ववर्ती माह के दौरान किसी भी दिवस को भांडागारपाल के सभी रजिस्ट्रीकृत भांडागारों की परक्राम्य भांडागार रसीदों का अधिकतम मूल्य टी है।

(ii) स्थिर प्रतिभूति जमा रजिस्ट्रीकरण अवधि से अधिक छह माह की अवधि तक के लिए बनाए रखा जाएगा, जबकि गत्यात्मक प्रतिभूति जमा को प्रत्येक माह के अंत में अद्यतन कर प्राधिकरण को प्रस्तुत किया जाएगा, जिसकी प्राधिकरण द्वारा विधिवत रूप से पावती दी जाएगी। गत्यात्मक प्रतिभूति जमा की वैधता कम से कम छह माह के लिए रखी जा सकती है जिससे इस अवधि के दौरान प्रतिभूति जमा की आवश्यकताओं में किन्हीं परिवर्तनों को ध्यान में रखा जा सके;

(iii) प्राधिकरण अपने विवेकानुसार भांडागारपाल द्वारा पहले से जमा प्रतिभूति को वर्तमान प्रतिभूति जमा के रूप में प्रस्तुत की जाने वाली अपेक्षित राशि के प्रति समायोजित कर सकता है।

(iv) जहां आवेदक या भांडागारपाल एक किसान उत्पाद संगठन या प्राथमिक कृषि कोऑपरेटिव प्रत्यय सोसाइटी या स्वयं सहायता समूह है, वहां गत्यात्मक और निर्धारित प्रतिभूति जमा, दोनों, को शामिल करके कुल प्रतिभूति जमा 50,000 रुपये (कुल) प्रति भांडागार होगी।

(v) भांडागारण विकास और विनियामक प्राधिकरण के पक्ष में प्राधिकरण द्वारा निर्धारित प्रतिभूति जमा, बैंक सावधि जमा या बैंक गारंटी (प्रथम अनुसूची में दिए प्रारूप के अनुसार) के रूप में या निर्धारित बीमा नीतियों या अन्य लिखतों या किसी अन्य दस्तावेज के रूप में होगी।

(vi) प्राधिकरण संसद के किसी अधिनियम या किसी राज्य विधानमंडल के अधीन बनाए गए निकाय को द्वितीय अनुसूची में दिए गए प्रारूप के अनुसार प्रतिभूति जमा के रूप में अपेक्षित राशि हेतु एक क्षतिपूर्ति बंधपत्र उपलब्ध कराने की अनुमति दे सकता है।

(vii) प्राधिकरण द्वारा क्षतिपूर्ति बंधपत्र प्रस्तुत करने के लिए अनुमति प्राप्त कोई निकाय रजिस्ट्रीकरण हेतु अपने आवेदन के साथ ऐसे क्षतिपूर्ति बंधपत्र को प्रस्तुत करने के लिए अपने निदेशक मंडल की ओर से एक संकल्प प्रस्तुत करेगा।

(viii) समय-समय पर प्राधिकरण द्वारा जारी किए गए दिशा-निर्देशों के अनुसार प्रतिभूति जमा को जारी किया जाएगा।

(ix) प्राधिकरण किसी भंडागार की प्रतिभूति जमा वापस करेगा, यदि-

(क) भंडागार के रजिस्ट्रीकरण के नवीकरण हेतु किसी आवेदन को निरस्त कर दिया गया है और यदि प्राधिकरण संतुष्ट है कि भंडागारपाल ने अपने दायित्वों को नियमों के अनुसार निष्पादित किया है;

(ख) कोई भंडागारपाल अपने रजिस्ट्रीकरण प्रमाणपत्र का अभ्यर्पण करता है और प्राधिकरण ऐसे अभ्यर्पण को स्वीकार कर लेता है; अथवा

(ग) किसी भंडागार के रजिस्ट्रीकरण के प्रमाणपत्र को निरस्त कर दिया गया है और प्राधिकरण संतुष्ट है कि भंडागारपाल ने अपने दायित्वों का निर्वहन नियमों के अनुसार किया है।

(x) उपर्युक्त (i) तथा (ii) में यथाविनिर्दिष्ट किए अनुसार प्रतिभूति जमा के ऐसे पुनर्विलोकन में किसी बात के होते हुए, यदि कोई है, भंडागारपाल उन्हें जारी परक्राम्य भंडागार रसीदों की वैध अवधि के भीतर जमाकर्ताओं को देय प्रभारों में वृद्धि नहीं करेगा।

प्रथम अनुसूची

(भंडागारपाल द्वारा प्रस्तुत की जाने वाली प्रतिभूति जमा भुगतान हेतु बैंक गारंटी का प्रारूप)

निदेशक (प्रशासन एवं वित्त)

भंडागारण विकास और विनियामक प्राधिकरण

एनसीयूआई भवन (चौथा तल),

3, सीरी इन्स्टीट्यूशनल एरिया,

अगस्त क्रांति मार्ग,

हौज़ खास, नई दिल्ली- 110016

(यथा लागू स्टाम्प शुल्क के साथ)

हमारा गारंटी पत्र सं.-

1. भांडागारण विकास और विनियामक प्राधिकरण, जिसका कार्यालय एनसीयूआई भवन (चौथा तल), 3, इन्स्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग, हौज़ खास, दिल्ली- 110016 (भारत) में अवस्थित है (जिसे इसके पश्चात यहां “डब्ल्यूडीआरए” कहा गया है, जब तक संदर्भ या अर्थ के विपरीत न हो इसके सभी उत्तराधिकारी, प्रशासक और निष्पादक शामिल होंगे) और जिसने मैसर्स से संबंधित भांडागारों अथवा इस अनुसूची के साथ संलग्न सूची के अनुसार (बैंक द्वारा विधिवत रूप से पृष्ठांकित) भांडागारों का रजिस्ट्रीकरण प्रदान करने पर विचार किया है/प्रदान किया है, (जिसे इसके पश्चात यहां “भांडागारपाल” कहा गया है, जब तक संदर्भ या अर्थ के विपरीत न हो इसके सभी उत्तराधिकारी, प्रशासक और निष्पादक शामिल होंगे)।

2. भांडागारपाल भांडागारण (विकास और विनयमन) भांडागारों का रजिस्ट्रीकरण नियम, 2017 (जिसे इसके पश्चात यहां नियम कहा गया है) में दिए गए निबंधन एवं शर्तों के अनुसार भांडागार व्यवसाय के संचालन को स्पष्ट रूप से स्वीकार किया है और डब्ल्यूडीआरए के साथ पूर्ण रजिस्ट्रीकरण के विश्वसनीय निष्पादन हेतु रुपए (..... रुपए मात्र) के लिए बैंक गारंटी के रूप में प्रतिभूति जमा डब्ल्यूडीआरए को प्रस्तुत करने पर सहमत हुआ है, हम (जिसे इसके पश्चात “बैंक” कहा गया है) भांडागारपाल के अनुरोध पर डब्ल्यूडीआरए के साथ रजिस्ट्रीकरण हेतु प्रतिभूति जमा की आवश्यकता (जिसमें इसे अधिसूचना कहा गया है) संबंधी तारीख..... की अधिसूचना सं. तथा नियम में समाविष्ट निबंधन एवं शर्तों में से भांडागारपाल द्वारा किसी के उल्लंघन के कारण परक्राम्य भांडागार रसीदों के धारक को होने वाली किसी हानि या क्षति के लिए रुपए से अनधिक की राशि डब्ल्यूडीआरए को अदा करने का वचन देते हैं।

3. हम (बैंक का नाम) इस गारंटी के अंतर्गत देय तथा भुगतान योग्य राशि को बिना किसी विलंब के डब्ल्यूडीआरए के यह कहते हुए कि मांग किए जाने पर दावा की गई राशि नियमों तथा अधिसूचना में समाविष्ट निबंधन एवं शर्तों में से किसी शर्त के भांडागारपाल द्वारा किए गए उल्लंघन के चलते परक्राम्य भांडागार रसीद के धारक को होने वाली हानि या क्षति के कारण है, उसे अदा करने का वचन देते हैं। इस गारंटी के अंतर्गत बैंक से की गई ऐसी कोई भी मांग बैंक द्वारा देय तथा भुगतान योग्य किसी राशि के संबंध में निर्णायक होगी। तथापि, इस गारंटी के अंतर्गत हमारी देयता रुपए की राशि से अधिक की नहीं होगी।

4. हम डब्ल्यूडीआरए को इस प्रकार मांग की गई कोई भी राशि अदा करने का वचन देते हैं, बावजूद इसके कि भांडागारपाल ने किसी न्यायालय अथवा अभिकरण के समक्ष तत्संबंधी किसी वाद या कार्यवाही में किसी विवाद अथवा विवादों को उठाया हुआ है, इसके अंतर्गत वर्तमान में हमारी देयता पूर्ण तथा स्पष्ट है। इस बंधपत्र के अंतर्गत हमारे द्वारा किया गया भुगतान अथवा तत्संबंधी भुगतान हेतु देयता के लिए एक वैध निर्वहन होगा और ऐसा भुगतान करने पर भांडागारपाल का हमारे प्रति कोई दावा नहीं होगा।

5. हम(बैंक का नाम) आगे और इसके लिए भी सहमत होते हैं कि डब्ल्यूडीआरए के पास हमारी सहमति के बिना और इसके अंतर्गत हमारे दायित्वों को किसी रीति से प्रभावित किए बिना उक्त अनुबंध के किसी निबंधन एवं शर्त को बदलने या समय-समय पर भांडागारपाल द्वारा निष्पादन के समय में विस्तार करने अथवा समय-समय पर डब्ल्यूडीआरए द्वारा भांडागारपाल के प्रति की जाने वाली शक्तियों के प्रयोग को स्थगित करने और उक्त समझौते से संबंधित निबंधन एवं शर्तों को रोकने या लागू करने की पूर्ण स्वतंत्रता होगी और उक्त अनुबंध से संबंधित निबंधन एवं शर्तों के अंतर्गत अपनी देयता से मुक्त नहीं होंगे तथा हम भांडागारपाल को

प्रदान किए गए ऐसे किसी अंतर, या विस्तार अथवा डब्ल्यूडीआरए की ओर से कोई रोक, कृत्य या चूक अथवा भांडागारपाल के साथ डब्ल्यूडीआरए के किसी कृत्य में शामिल होने अथवा किसी भी अन्य मामले या घटना से, जिसके अंतर्गत जमानत देने वालों से संबंधित विधि का प्रभाव से हमें मुक्त करेगा, परंतु यह उपबंध न हो।

6. यह गारंटी बैंक के गठन या भांडागारपाल में परिवर्तन के कारण निरस्त नहीं होगी।
7. अंततः हम (बैंक का नाम) इस गारंटी को डब्ल्यूडीआरए की पूर्व सहमति लिखित में प्राप्त होने तक वापिस न लेने का वचन देते हैं।
8. यहां इसमें अंतर्विष्ट किसी बात के होते हुए भी:-
- इस बैंक गारंटी के अंतर्गत हमारी देयता (रुपए मात्र) से अधिक नहीं होगी।
 - यह बैंक गारंटी तक वैध होगी और
 - हम इस बैंक गारंटी के अंतर्गत किसी गारंटीशुदा राशि या उसके किसी अंश का भुगतान केवल तब तक करने का दायित्व रखते हैं जब तक डब्ल्यूडीआरए हमें (गारंटी की समाप्ति की तारीख) को या उससे पूर्व लिखित में दावा या मांग भेजे।

तारीख 20

प्राधिकृत हस्ताक्षरकर्ता/प्रबंधक का नाम

कृते (बैंक का नाम)

शाखा

बैंक की मुहर

द्वितीय अनुसूची

क्षतिपूर्ति बंधपत्र

इस क्षतिपूर्ति बंधपत्र को 202 को (संसद या राज्य विधायिका के किसी अधिनियम के अंतर्गत बनाया गया कोई निकाय), जिसे "निकाय" कहा गया है, द्वारा भांडागारण विकास एवं विनियामक प्राधिकरण (डब्ल्यूडीआरए), जिसे एतदपश्चात "प्राधिकरण" कहा गया है, के पक्ष में विलेख द्वारा निष्पादित किया गया है।

जबकि:

(क) प्राधिकरण की स्थापना भांडागारण (विकास और विनियमन) अधिनियम, 2007 (अधिनियम, 2007) के अंतर्गत भांडागारों के विकास, भांडागार रसीदों के परक्राम्य के विनियमन और भांडागार व्यवसाय के व्यवस्थित विकास को बढ़ावा देने के लिए उक्त अधिनियम के उपबंधों के कार्यान्वयन को विनियमित करने तथा सुनिश्चित करने के उद्देश्य से की गई है।

परक्राम्य रसीदों को जारी करके किसी भांडागार के रखरखाव के व्यवसाय को प्रारंभ करने या जारी रखने के इच्छुक प्रत्येक व्यक्ति को रजिस्ट्रीकृत होना अपेक्षित होता है और इस प्रयोजन हेतु अधिनियम, 2007 के अंतर्गत भांडागारण विकास एवं विनियामक प्राधिकरण को आवेदन देना होता है।

(ख) अपने भांडागार का रजिस्ट्रीकरण करवाने के इच्छुक प्रत्येक आवेदक/भांडागार सेवा प्रदाता से प्राधिकरण से सूचना प्राप्त होने के इक्कीस दिवसों के भीतर प्राधिकरण को प्रतिभूति जमा प्रस्तुत करना अपेक्षित होगा।

(ग) प्रतिभूति जमा की राशि (भांडागारण विकास और विनियामक प्राधिकरण के पक्ष में प्राधिकरण द्वारा निर्धारित बैंक गारंटी या निर्धारित बीमा नीतियों/अनुबंधों या किसी अन्य दस्तावेज के रूप में) भांडागारपाल द्वारा जमा करवाई जाएगी तथा प्रत्येक माह के अंत में अद्यतन की जाने वाली राशि निम्नवत है:-

क्र. सं.	स्लैब	गत्यात्मक प्रतिभूति जमा		स्थिर प्रतिभूति जमा
		भ	म	य
1.	टी 25 करोड़ रुपये से कम या समतुल्य है।	शून्य	टी का 1%	एक लाख रुपये प्रति भांडागार
2.	टी 25 करोड़ रुपये से अधिक या 250 करोड़ रुपये तक है।	25 लाख रुपये	टी का 0.75%	एक लाख रुपये प्रति भांडागार
3.	टी 250 करोड़ रुपये से अधिक या 2500 करोड़ रुपये तक है।	1.937 करोड़ रुपये	टी का 0.50%	एक लाख रुपये प्रति भांडागार
4.	टी 2500 करोड़ रुपये से अधिक है।	13.187 करोड़ रुपये	टी का 0.25%	एक लाख रुपये प्रति भांडागार

टिप्पण : यहां उपर्युक्त सारणी में 'टी' का संदर्भ भांडागारपाल द्वारा सभी रजिस्ट्रीकृत भांडागारों के लिए पिछले माह के दौरान अधिकतम बकाया परक्राम्य भांडागार रसीदों के अधिकतम समेकित मूल्य से है।

(घ) प्राधिकरण अपने विवेकानुसार भांडागारपाल द्वारा पहले से जमा प्रतिभूति को वर्तमान प्रतिभूति जमा के रूप में प्रस्तुत की जाने वाली अपेक्षित राशि के प्रति समायोजित कर सकता है। प्रतिभूति जमा को भांडागार के रजिस्ट्रीकरण की समाप्ति, निरस्तीकरण अथवा अभ्यर्पण के छह माह बाद तक अथवा प्रत्येक दावे की संतुष्टि तक, जो भी बाद में हो, जारी नहीं किया जाएगा। प्राधिकरण के पास प्रतिभूति जमा की राशि को संशोधित करने का अधिकार सुरक्षित है।

(ड.) चूंकि प्राधिकरण संसद या किसी राज्य विधानसभा के अधिनियम के अंतर्गत बनाए गए निकाय को जो भांडागार (भांडागारों) के रखरखाव और परक्राम्य भांडागार रसीद को जारी करने का व्यवसाय कर रहा है, प्रतिभूति जमा के रूप में अपेक्षित राशि हेतु एक क्षतिपूर्ति बंधपत्र प्रस्तुत करने की अनुमति दे सकता है और प्राधिकरण द्वारा क्षतिपूर्ति बंधपत्र प्रस्तुत करने के लिए अनुमय किया गया ऐसा कोई निकाय रजिस्ट्रीकरण हेतु अपने आवेदन के साथ ऐसे क्षतिपूर्ति बंधपत्र को प्रस्तुत करने के लिए अपने निदेशक मंडल का एक संकल्प प्रस्तुत करेगा।

अतः अब.....अधिनियम के अधीन स्थापित मैसर्स(निकाय का नाम), इस क्षतिपूर्ति बंधपत्र की नीचे दी गई शर्तों के अनुसार उक्त पैरा 'ग' के अंतर्गत विहित सीमाओं तक की किसी भी राशि हेतु प्राधिकरण अर्थात् भांडागारण विकास और विनियामक प्राधिकरण को प्रत्येक समय सभी कार्यवाई, वाद, कार्यवाही, लेखे, दावे तथा मांग, जो कोई भी हो, के प्रति बचाने, बचाव करने तथा क्षतिपूर्ति करने के लिए सहमत होता है तथा इसके लिए वचन देता है कि:-

1. मैसर्स(निकाय का नाम) प्राधिकरण के नियमों तथा विनियमों के अंतर्गत उसकी ओर से निष्पादित की जाने वाली सभी बाध्यताओं का अनुपालन करेगा।
2. मैसर्स (निकाय का नाम) रजिस्ट्रीकरण की समाप्ति, निरस्तीकरण अथवा अभ्यर्पण के पश्चात् छह माह तक उक्त पैरा 'ग' में सारणी में उल्लिखित राशि के अनुसार अथवा प्रत्येक दावे की संतुष्टि होने तक, जो भी बाद में हो प्राधिकरण को क्षतिपूर्ति करने का वचन देता है।
3. मैसर्स(निकाय का नाम) किसी भांडागार के संबंध में क्षतिपूर्ति बंधपत्र के अंतर्गत अपने दायित्वों से मुक्त तब माना जाएगा, यदि –
 - क. भांडागार के रजिस्ट्रीकरण के नवीकरण हेतु किसी आवेदन को निरस्त कर दिया गया है और यदि प्राधिकरण संतुष्ट है कि भांडागारपाल ने अपने दायित्वों को नियमों के अनुसार निष्पादित किया है;
 - ख. यदि भांडागारपाल अपने रजिस्ट्रीकरण प्रमाण-पत्र का अभ्यर्पण करता है और प्राधिकरण ऐसे अभ्यर्पण को स्वीकार कर लेता है; अथवा
 - ग. यदि किसी भांडागार के रजिस्ट्रीकरण के प्रमाण-पत्र को निरस्त कर दिया गया है और प्राधिकरण संतुष्ट है कि भांडागारपाल ने अपने दायित्वों का निर्वहन नियमों के अनुसार किया है।
4. मैसर्स (निकाय का नाम) परक्राम्य भांडागार रसीद की अवधि के भीतर जमाकर्ताओं द्वारा देय प्रभागों में वृद्धि न करने का वचन देता है।
5. मैसर्स (निकाय का नाम) एतद्वारा इस बात से सहमत है कि प्राधिकरण को होने वाली हानि/क्षति (पैरा 'ग' की सीमा तक), यदि कोई हो, की क्षतिपूर्ति उसके द्वारा की जाएगी।
6. यह क्षतिपूर्ति बंधपत्र..... तारीख माह 202..... तक वैध है।

क्षतिपूर्ति बंधपत्र को निम्नांकित की उपस्थिति में तारीख 2023..... को निष्पादित किया गया।

निष्पादक

नाम:

पदनाम:

संगठन: (मुहर सहित)

साक्षियों की उपस्थिति में –

- 1.
- 2.

द्वितीय अनुसूची की अनुक्रमणिका

क्षतिपूर्ति बंधपत्र में सम्मिलित भांडागारों का विवरण

क्र. सं.	भांडागार का नाम और पता	क्षमता (टन में)

जीतेश शर्मा, निदेशक (प्रशासन और वित्त)

[विज्ञापन-III/4/असा./283/2024-25]

WAREHOUSING DEVELOPMENT AND REGULATORY AUTHORITY

NOTIFICATION

New Delhi, the 14th June, 2024

Requirement of Security Deposit for registration of warehouses with the Warehousing Development and Regulatory Authority

No. T-23/3/2020-Technical-Part(1).—In exercise of the powers conferred by sub rule (1) of rule 19 of the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017, and in suppression of the notification of the Warehousing Development and Regulatory Authority number No. T-23/3/2020-Technical 04th December, 2020 published in the Gazette of India, Extraordinary, Part III, Section-4, except as respects things done or omitted to be done before such suppression, the Warehousing Development and Regulatory Authority (hereinafter referred to as the Authority) hereby notifies the following procedure for requirement of security deposit for registration of warehouse with the Authority, namely:-

1. The applicant warehouse or Warehouse Service Provider seeking registration of a warehouse with the Warehousing Development and Regulatory Authority shall submit a security deposit to the Authority before issue of a registration certificate and such security deposit shall be submitted within twenty-one working days after issue of a communication by the Authority to this effect.
2. If the applicant fails to submit the security deposit within the period specified as above, the application shall be deemed to have been rejected:

Provided that the Authority may, if it is satisfied that the applicant was prevented by sufficient cause from submitting the security deposit within the said period of twenty-one working days, allow it to submit the security deposit within such extended time as may be decided by the Authority.

3. Where the applicant submits the security deposit in the form and manner specified below, the Authority shall issue a certificate of registration to the applicant in respect of the warehouse to the applicant within five working days in the form specified in the Fourth Schedule of the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017.
4. Details of the amount and manner of security deposit to be furnished by the applicant or the warehouseman shall be in the following manner, namely:-
 - i. The warehouseman shall maintain a security deposit with the Authority during period of registration which has two components, namely fixed and dynamic security deposit- The fixed security deposit amount is per warehouse belonging to the warehouseman registered with Warehousing Development & Regulatory

Authority, whereas, the dynamic security deposit is a percentage of the maximum value of negotiable warehouse receipts outstanding in all the registered warehouses of a warehouseman on any day during the preceding month.

- a. For a warehouseman with a total capacity of all registered warehouses up to 2000 metric ton, the fixed security deposit is fifty thousand rupees per warehouse (as provided in column (3) of the Table-1 below for registration of warehouses), whereas, the dynamic security deposit is one per cent of the maximum value of negotiable warehouse receipts outstanding in all the registered warehouses of the warehouseman on any day during the preceding month, referred as T* as provided in column (4) of the Table I below.

The total security deposit of a sum of columns (3) and (4) for warehouseman having total warehouse capacity of all warehouses registered with Warehousing Development & Regulatory Authority up to 2000 Metric Ton, will be limited to total security deposit as provided in column (5), of the Table I below:

Table-I

Sl. No.	Total registered warehouse capacity (in metric ton) for warehousemen	Fixed security deposit	Dynamic security deposit	Total security deposit limited to the amount
(1)	(2)	(3)	(4)	(5)
1.	Upto 100	Rs. 50,000/- per warehouse	NIL	Total limited to Rs.50,000/-
2.	101 – 500	Rs. 50,000/- per warehouse	1 % of T	Total limited to Rs.1.50 lakh
3.	501 – 1000	Rs. 50,000/- per warehouse	1% of T	Total limited to Rs. 2.50 lakh
4.	1001 – 1500	Rs. 50,000/- per warehouse	1% of T	Total limited to Rs. 3.50 lakh
5.	1501 – 2000	Rs. 50,000/- per warehouse	1% of T	Total limited to Rs. 4.50 lakh

Note: T is the maximum value of negotiable warehouse receipts in all the registered warehouses of the warehouseman on any day during the preceding month.

- b. For a warehouseman with a total capacity of all registered warehouses above 2000 metric ton, the fixed security deposit is one lakh rupees per warehouse (as provided in column 5 in the Table II below for registration of warehouses), whereas, the dynamic security deposit is a percentage of the maximum value of negotiable warehouse receipts outstanding, in all the registered warehouses of the warehouseman on any day during the preceding month, referred as T* in the table II below. Column (3) is the required dynamic security deposit in the previous slab whereas column (4) is security deposit required in the referred slab for the dynamic security deposit. The cumulative value of fixed (column 5) and dynamic (column (3) and (4)) security deposit shall be maintained with Warehousing Development & Regulatory Authority as in the Table-II below:

Table II

Sl. No.	Slab	Dynamic security deposit		Fixed security deposit
(1)	(2)	(3)	(4)	(5)
1.	T is less than or equal to Rs. 25 crores	0	1% of T	Rs. 1 lakh per warehouse
2.	T is above Rs. 25 crores and	Rs. 25 Lakhs	0.75% of T	Rs. 1 lakh per

	up to Rs. 250 crore			warehouse
3.	T is above Rs. 250 crores and up to Rs. 2,500 crore	Rs. 1.937 Crores	0.50% of T	Rs. 1 lakh per warehouse
4.	T is above Rs.2,500 crore	Rs. 13.187 Crores	0.25% of T	Rs. 1 lakh per warehouse

Note : T is the maximum value of negotiable warehouse receipts, in all the registered warehouses of the warehouseman on any day during the preceding month.

- ii. The fixed security deposit shall be maintained for a period of six months beyond the registration period whereas the dynamic security deposit shall be updated at the end of each month and submitted to the Authority, which shall be duly acknowledged and the validity of dynamic security deposit may be kept for a period of minimum six months so as to take care of any changes in the requirement of security deposit during this period.
- iii. The Authority may, adjust the security deposit already furnished by the warehouseman against the amount required to be furnished as security deposit.
- iv. Where the applicant or warehouseman is a Farmer Producer Organisation or a Primary Agricultural Cooperative Credit Societies or a Self Help Group, the total security deposit shall be fifty thousand rupees (total) per warehouse covering both the dynamic and fixed security deposit.
- v. The security deposit shall be in the form of Bank Fixed Deposits or in the form of Bank Guarantee (as per the format given in the First Schedule), or surety insurance policies or contracts or any other instrument decided by the Authority favouring Warehousing Development & Regulatory Authority.
- vi. The Authority may allow any entity created under an Act of Parliament or of a State Legislature to provide, an Indemnity Bond for the amount required as security deposit (as per format provided in the Second Schedule).
- vii. An entity allowed by the Authority to submit an Indemnity Bond shall submit, along with its application for registration, a resolution from its Board of Directors authorising to furnish such Indemnity Bond.
- viii. The security deposit shall be released as per the guidelines issued by the Authority from time to time.
- ix. The Authority shall refund the security deposit in respect of a warehouse, if—
 - a. an application for renewal of registration of the warehouse has been rejected and if the Authority is satisfied that the warehouseman has discharged his obligations as per the requirements of the rules; or
 - b. a warehouseman surrenders his certificate of registration, and the Authority accepts such surrender; or
 - c. the certificate of registration of a warehouse is cancelled, and the Authority is satisfied that the warehouseman has discharged his obligations as per the requirements of the rules.
- x. Notwithstanding such revision of the security deposit as specified in sub-paragraph (i) and (ii), if any, the warehouseman shall not increase the charges payable by the depositors within the period of validity of negotiable warehouse receipts issued to them.

FIRST SCHEDULE**(Format for bank guarantee for security deposit payment to be submitted by the Warehouseman)**

Director (Administration and Finance)

Warehousing Development and Regulatory Authority

National Cooperative Union of India Building (4th Floor),

3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi –

110016 (With due stamp duty as applicable)

OUR LETTER OF GUARANTEE Number :-

1. In consideration of Warehousing Development and Regulatory Authority, having its office at National Cooperative Union of India Building (4th Floor), 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, Delhi– 110016 (INDIA) (hereinafter referred to as the WDRA which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having considered granting or granted registration of the warehouse (s), namely, _____ or as per list annexed with this schedule (duly endorsed by the Bank) belonging to M/s _____ (hereinafter referred to as “the Warehouseman” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).
2. WHEREAS, the Warehouseman having unequivocally accepted to conduct business of warehousing as per terms and conditions provided in the Warehousing (Development and Regulation) Registration of Warehouses Rules, 2017 (hereinafter referred as the said rules) and having agreed to furnish to the WDRA a security deposit in the form of a Bank Guarantee for Rs..... (Rupees.....only) for the faithful performance of the entire registration with the WDRA, we....(hereinafter referred to as the Bank)at the request of the warehouseman do hereby undertake to pay to the WDRA an amount not exceeding Rsagainst any loss or damage caused to or suffered by the holder of the negotiable warehouse receipt due to breach by the warehouseman of any of the terms and conditions contained in the said rules and the notification number.....dated the.....on “Requirement of Security Deposit for registration of warehouses with the WDRA” (hereinafter referred as the notification).
3. We(Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the WDRA stating that the amount claimed is due by way of loss or damage caused to or suffered by the holder of the negotiable warehouse receipt due to breach by the warehouseman of any of the terms and conditions contained in the rules and the notification. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
4. We undertake to pay to the WDRA any money so demanded notwithstanding any dispute or disputes raised by the warehouseman in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the warehouseman shall have no claim against us for making such payment.
5. We..... (Name of the Bank) further agree that the WDRA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the Warehouseman from time to time or to postpone for any time or from time to time any of the powers exercisable by the WDRA against the warehouseman and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability under terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Warehouseman or for any forbearance, act or omission on the part of the WDRA or any indulgence by the WDRA to the warehouseman or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Warehouseman.

7. We,..... (Name of the Bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WDRA in writing.
8. Notwithstanding anything contained herein :-
- our liability under this Bank Guarantee shall not exceed..... (Rupees only)
 - this Bank Guarantee shall be valid upto..... and
 - we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the WDRA serve upon us a written claim or demand on or before.....
..... (date of expiry of guarantee)

Dated the..... day of 20

Name of Authorised Signatory or Manager For (Name of the Bank)

Branch

Seal of the bank

SECOND SCHEDULE

INDEMNITY BOND

This indemnity is executed by deed on the day of ____ 202 by _____

_____ (an entity created under the Act of the Parliament or of the State Legislative) hereinafter called Entity in favour of the Warehousing Development and Regulatory Authority hereinafter called Authority WHEREAS:

- The Authority is established under the Warehousing (Development and Regulation) Act, 2007 (Act, 2007) with the objective to regulate and ensure implementation of the provisions of said Act for development of warehouses, regulations of negotiability of warehouse receipts and promote orderly growth of warehousing business. Every person desirous of commencing or carrying business of maintaining a warehouse issuing negotiable warehouse receipts is required to be registered and for that purpose an application has to be made to the Authority under the said Act.
- Every applicant warehouse or Warehouse Service Provider seeking registration of their warehouse shall be required to submit security deposit to the Authority within twenty one days of the communication by the Authority.
- The value of security deposit (in the form of bank guarantee or surety insurance policies or contracts or any other instrument decided by the Authority in favour of Warehousing Development and Regulatory Authority) to be deposited by warehouseman and to be maintained during the period of registration and to be updated at the end of each month as provided in Table II of this notification is as follows: -

Sl. No.	Slab	Dynamic Security Deposit		Fixed Security Deposit
		(3)	(4)	
1.	(2)	(3)	(4)	(5)
1.	T is less than or equal to Rs. 25 Crores	0	1% of T	Rs. 1 lakh per warehouse

2.	T is above Rs. 25 Crores and up to Rs. 250 crore	Rs. 25 Lakhs	0.75% of T	Rs. 1 lakh per warehouse
3.	T is above Rs. 250 Crores and up to Rs. 2,500 crore	Rs. 1.937 Crores	0.50% of T	Rs. 1 lakh per warehouse
4.	T is above Rs.2,500 crore	Rs. 13.187 Crores	0.25% of T	Rs. 1 lakh per warehouse

Note: - Here 'T' is referred in the above Table as highest value of total outstanding negotiable warehouse receipts in over the preceding month for all the warehouses registered by the warehouseman.

- d. The Authority may at its discretion, adjust the security deposit already furnished by warehouseman against the amount required as security deposit. The security deposit shall not be released until six months after cancellation, rejection or surrender of the registration of the warehouse or until after satisfaction of every claim against security deposit whichever is later. The Authority reserves its rights to revise the amount of security deposit.
- e. As the Authority may allow any entity created under an Act of the Parliament or State Legislative and carrying business of maintaining warehouse (s) and issuing Negotiable Warehouse Receipt, to submit Indemnity Bond in lieu of security deposit and the Entity allowed by the Authority to submit an Indemnity Bond shall submit, along with its application for registration, a resolution from its Board of Directors authorising the furnishing of such Indemnity Bond.

NOW therefore M/s(name of the entity) established under Act, agrees and undertakes at all times to save, defend, and indemnify and keep indemnified the Authority from and against all actions, suits, proceedings, accounts, claims and demands whatsoever for an amount of Rs.....(rupee only) (as detailed at Annexure) to the extent of limits to be worked out as provided in paragraph (c) above and as per the conditions of this indemnity bond noted below: -

1. M/s..... (Name of the entity) shall comply with all the obligations to be performed on their part under the Authority's rules and regulations.
2. M/s.....(Name of the entity) undertakes to keep the Authority indemnified for an amount to be worked out as per the Table mentioned in paragraph (c) above until six months, after cancellation, rejection or surrender of registration or until after satisfaction of every claim whichever is later.
3. M/s..... (name of the entity) shall be discharged of its obligation under Indemnity Bond in respect of a warehouse, if:
 - a. an application for renewal of registration of the warehouse has been rejected and if the Authority is satisfied that the warehouseman has discharged his obligations as per the requirements of the rules;
 - b. a warehouseman surrenders his certificate of registration, and the Authority accepts such surrender; or
 - c. the certificate of registration of a warehouse is cancelled, and the Authority is satisfied that the warehouseman has discharged his obligations as per the requirements of the rules.
4. M/s.(Name of the entity) undertakes not to increase the charges payable by depositors within the period of Negotiable Warehouse Receipts issued to them.

5. M/s.(Name of the entity) hereby agrees that in case any losses or damages, if suffered by the Authority (to the extent of paragraph (c) above), the same shall be indemnified by M/s..... (Name of the entity).
6. This Indemnity Bond shall have validity till _____ day of _____ (month) _____ 202.....

In witness whereof signed this Indemnity Bond is executed on this _____ day of _____ 2024 .

Executor

Name:

Designation:

Organisation:

(With Seal)

In the presence of witnesses:

(1)

(2)

Annexure to the Second Schedule

Details of warehouses included in the Indemnity Bond

Sl. No.	Name and address of the warehouse	Capacity in metric ton

JEETESH SHARMA, Director, (Admn. & Fin.)

[ADVT.-III/4/Exty./283/2024-25]