

**MODEL CLAUSES FOR INCORPORATION IN LEASE DEED
(For WDRA Registration)**

Note: Below mentioned model clauses are to be part of lease agreement being submitted to WDRA in case of lease deed/ rent agreement referred in Clause (1) and sub-lease in Clause (2) of first schedule of the Warehousing (Development and Regulation) Registration of warehouse Rules, 2017 only.

**Other commercial terms may be decided between parties in accordance with the applicable laws.*

1. This Lease Deed is executed on this ___ day of ____ 20__ at _____.
BETWEEN

[Name of Warehouse Owner],

Address: _____,

Aadhaar Card

Pan Card

(hereinafter referred to as the "LESSOR/WAREHOUSE OWNER", which expression shall mean and include his/her heirs, legal representatives, successor in interest and permitted assigns;

AND

[Name of Warehouseman/Entity], Registered Address/Office: _____,

Aadhaar Card

Pan Card

(Hereinafter referred to as the "LESSEE/WAREHOUSEMAN", which expression shall mean and include his/her heirs, legal representatives, successor in interest and permitted assigns,

2. WHEREAS Lessor _____ is the absolute owner of the warehouse premises & is fully authorized to enter and execute this Lease Deed. **(Description of the property to be stated)** or described in **Schedule-A** to this lease deed. **(Documents to be attached for identification of property- refer Annexure-I)**
3. AND WHEREAS Lessor _____ proposes to let-out the said warehouse premises to the Lessee Warehouseman _____, on terms and conditions as recorded in this Lease Deed hereinafter. The Lessor has no objection in respect of the said premises being registered with WDRA by Lessee as warehousemen for running warehousing business and to issue Negotiable Warehouse Receipts.
4. AND WHEREAS the Lessee is desirous of carrying on the warehousing business and for which purpose, will apply for registration of the warehouse under The Warehousing (Development And Regulation) Act, 2007, Rules, Regulations and Guidelines issued thereunder.

5. PURPOSE OF LEASE:

The warehouse premises (ref. Schedule A) are leased exclusively for operating and maintaining a WDRA- warehouse registered with Warehousing Development and Regulatory Authority (WDRA) and related activities under the W(D&R) Act 2007, Rules, Regulations and Guidelines issued thereunder.

6. NO-OBJECTION & CONSENT BY WAREHOUSE OWNER:

The Lessor gives unconditional and irrevocable No-Objection for WDRA registration and consents to inspection, suspension, cancellation of the warehouse by WDRA in terms of the provisions of W(D&R) Act 2007.

The Lessor shall raise no claim against WDRA for such regulatory actions. The no-objection certificate from the warehouse owner is to be attached. **(Schedule -B)**

7. REGULATORY ACTION:

AND WHEREAS the Lessor and Lessee both hereby acknowledge and agree that pursuant to registration of the warehouse with WDRA, WDRA is fully empowered to take action for any violation or misconduct on the part of the Lessee/warehouseman as per the provisions of the W(D&R) Act 2007, Rules, Regulations or Guidelines issued thereunder, including action of debarment of the warehouse for future engagement with WDRA.

8. OPERATIONAL CONTROL & PHYSICAL POSSESSION:

AND WHEREAS Lessee shall have exclusive operational control and physical possession of the warehouse and shall be solely responsible for custody of stocks and issuance of NWR/e-NWR.

9. INTIMATION OF CHANGE IN LEASE:

AND WHEREAS any modification, amendment, alteration, sub lease or termination of this Lease Deed, if leads to change of physical and operational control of the said warehouse to another person from Lessee- warehouseman, shall not be carried out by Lessor unless duly disclosed to WDRA and approved in writing by WDRA.

10. PROHIBITION ON UNAUTHORISED TRANSFER :

Any unauthorised sub-lease or transfer shall constitute a material breach.

11. TERMINATION :

AND WHEREAS the termination of this lease deed shall be subject to surrender or cancellation, as the case may be, of the certificate of registration issued by WDRA against the demised premises more appropriately described in the Schedule A .

12. AND WHEREAS This Deed shall be governed by the laws of India.

IMPORTANT INSTRUCTIONS:

1. The Lease deed must be signed on each page by lessor and Lessee clearly recording their Address, Adhaar Card No., Pan No... and Mob No.....
2. The lease deed must also be signed by at least two witnesses recording their Address, Adhaar Card No.. and Mob No.....
3. The description of warehouse must be detailed either in a separate annexure marking it as **Schedule A** or appropriately be incorporated in lease deed. Documents for identification of the said property must be submitted as detailed in **Annexure A-1**.
4. The “No Objection Certificate” marked as **Schedule -B** by warehouse owner is compulsory to be attached with the lease deed.

SCHEDULE-B
NO-OBJECTION CERTIFICATE (NOC)

(To be issued by Lessor in favour of Warehouseman for WDRA Registration)

Date: _____

To,
The Warehousing Development and Regulatory Authority (WDRA)
New Delhi

Subject: No-Objection Certificate for Use of Premises as WDRA-Registered Warehouse

I/We, the undersigned, hereby issue this No-Objection Certificate in respect of the premises described below for the purpose of enabling the Lessee/Warehouseman to apply for and operate & maintain a warehouse under the Warehousing Development and Regulation Act, 2007 and the WDRA (Registration of Warehouses) Rules, 2017.

1) DETAILS OF LESSOR (OWNER)

Name: _____
Address: _____
Adhaar Card No
Pan No.
Contact Number: _____
Email ID: _____

2) DETAILS OF LESSEE / WAREHOUSEMAN

Name of Warehouseman/Entity: _____
Authorized Person: _____
Adhaar No
Pan No
Address: _____
Email: _____
Contact: _____

3) DETAILS OF THE PREMISES

Location/Address: _____
Survey No./Khasra No.: _____
Total Area: _____
Type of Construction: _____
Current Status: _____

4) DECLARATION & NO OBJECTION

I/We hereby declare and confirm that:

- 1) I/We am/are the lawful owner(s) of the above-mentioned premises.
- 2) I/We have leased the premises to the Lessee/Warehouseman under a valid lease agreement dated _____.
- 3) I/We have no objection to the Lessee operating and maintaining a warehouse and applying for WDRA registration.

- 4) I/We confirm exclusive and uninterrupted possession of the lease premises is granted to the Lessee.
- 5) I/We understand WDRA warehousing requires continuity of lease in terms of/subject to registration certificate issued by WDRA w.r.t the above-mentioned premises.
- 6) I/we understand that any modification, amendment, alteration, novation, sub lease or termination of this Lease Deed, if leads to change of physical and operational control of the said warehouse to another person from Lessee-warehouseman is not allowed unless duly disclosed to WDRA and approved in writing by WDRA.
- 7) Termination/non-renewal shall not jeopardize interests of banks, depositors.
- 8) Sub- lease of said warehouse shall not be allowed.
- 9) I/We shall not interfere in warehouse operations.
- 10) I/We shall not lock or restrict access while stored goods remain.
- 11) My/Our role is limited to property ownership.
- 12) I/WE waives all claims against WDRA, arising from regulatory action for any violation or misconduct on the part of the Lessee/warehouseman of a registered warehouse as per the provisions of the W(D&R) Act 2007, Rules, Regulations or Guidelines issued thereunder, including any action such as debarment of the warehouse from future engagement with WDRA.
- 13) This NOC is issued for registration or renewal of registration certificate with WDRA.

SIGNATURES

Lessor Name: _____

Signature: _____

Date: _____

Witness 1: _____

Address: _____

Adhaar No. _____

Mob No. _____

Witness 2: _____

Address: _____

Adhaar No. _____

Mob No. _____

Annexure-I

Any One of following document (as applicable) to be submitted for identification of Lease property proposed to be registered with WDRA for warehousing business.

- 1) Title Deed/Ownership Document of Lessor alongwith Authority in favor of the Lessor to execute the agreement in case of co-ownership.
- 2) Certificate by Municipal body, Mandi Board, Industrial Area Authority.
- 3) No objection certificate from the municipal corporation/panchayat/local body, as the case may be, for carrying out the business of warehousing in favour of the applicant on land owned by the municipal corporation/panchayat/local body.
- 4) copy of lease document from the concerned Agricultural Produce Marketing Committee or Board indicating lawful possession of land/warehouse in favour of the applicant
- 5) copy of the allotment letter by respective State Government indicating lawful possession of land/warehouse, in favor of the applicant.