

The Warehousing Development and Regulatory Authority (Negotiable Warehouse Receipts) Regulations, 2011

UNION OF INDIA

India

The Warehousing Development and Regulatory Authority (Negotiable Warehouse Receipts) Regulations, 2011

Rule

THE-WAREHOUSING-DEVELOPMENT-AND-REGULATORY-AUTHORITY of 2011

- Published on 28 December 2011
- Commenced on 28 December 2011
- [This is the version of this document from 28 December 2011.]
- [Note: The original publication document is not available and this content could not be verified.]

The Warehousing Development and Regulatory Authority (Negotiable Warehouse Receipts) Regulations, 2011 Published vide Notification New Delhi, the 28th December, 2011 G.S.R. 20(E). - In exercise of the powers conferred by clause (d) of sub section (2) of section 35 read with section 51 of the Warehousing (Development and Regulation) Act, 2007 (37 of 2007), the Warehousing Development and Regulatory Authority, in consultation with the Warehousing Advisory Committee and with the previous approval of the Central Government, hereby makes the following regulations, namely -

Chapter I Preliminary

1. Short title, extent and commencement.

(1) These regulations may be called the Warehousing Development and Regulatory Authority (Negotiable Warehouse Receipts) Regulations, 2011, (2) They shall come into force on the date of their publication in the official Gazette.

2. Application.

- These regulations shall apply only to negotiable warehouse receipts that are issued in paper form and not in electronic form.

3. Definitions.

(1) In these regulations, unless the context otherwise requires, -(a) "Act" means the Warehousing (Development and Regulation) Act, 2007 (37 of 2007); (b) "Authority" means the Warehousing Development and Regulatory Authority constituted under sub-section (1) of section 24 of the Act.

Chapter II

System for Negotiable Warehouse Receipts

4. Standardisation and issuance of negotiable warehouse receipts

(1) The Authority shall be the sole repository of the negotiable warehouse receipt books and shall issue, control and maintain the records of such negotiable warehouse receipt books. (2) The negotiable warehouse receipt shall be in Form A. (3) The negotiable warehouse receipt issued by a registered warehouse under the Act, shall be in a standard format, size and font as prescribed by the Authority. (4) The Authority shall issue the negotiable warehouse receipt books to each of the registered warehouses and all the registered warehouses shall issue negotiable warehouse receipts issued to them by the Authority. (5) Each negotiable warehouse receipt book and each negotiable warehouse receipt therein shall be allocated a serial number, which shall be duly noted in a separate register by each warehouse. (6) The negotiable warehouse receipt book shall be issued only to the person registered as the warehouseman or his authorised representative for a particular warehouse by the Authority. (7) A new negotiable warehouse receipt book under this regulation shall be issued by the Authority only when the warehouseman submits a fresh application for the issuance of a new warehouse receipt book along with following information, -(a) the serial numbers of any unused negotiable warehouse receipts remaining in the issued negotiable warehouse receipt book, (b) any cancelled negotiable warehouse receipts in the relevant negotiable warehouse receipt book; and (c) the total value covered under the negotiable warehouse receipts issued till the date of making this application.

5. Endorsement on Negotiable Warehouse Receipts

- Each endorsement transfer shall be recorded at the back of each negotiable warehouse receipt.

6. Surrender of unused Negotiable Warehouse Receipt Book

(1) A warehouseman shall surrender a negotiable warehouse receipt book issued by the Authority immediately and not later than fifteen days in the following cases, -(i) from the date the registration

of the warehouse has expired;(ii)from the date the registration of the warehouse has been suspended, cancelled, revoked or surrendered,(iii)from the date the warehouse is being closed temporarily for a period more than ninety days (otherwise than due to occurrence of a force majeure), or being closed permanently by the warehouseman; or(iv)any other reason as specified by the Authority in writing(2)After the date of the suspension, cancellation or revocation of registration of the warehouseman, the warehouseman shall not issue any negotiable warehouse receipts for such warehouse(3)In the event that the warehouseman issues any negotiable warehouse receipt after the date of the suspension, cancellation or revocation, he shall be liable for Civil and criminal penalties under the Act, as the case may be

7.

In the event that a warehouseman is required to surrender the negotiable warehouse receipt book above, he shall also ensure the following, namely:(i)all the balance unused negotiable warehouse receipts are returned to the Authority; "(ii)any cancelled negotiable warehouse receipt is returned to the Authority;(iii)all details In connection with the negotiable warehouse receipt book and the negotiable warehouse receipts issued by the warehouseman are submitted to the Authority,(iv)the date of expiry of any negotiable warehouse receipt that is still valid and pending is submitted to the Authority; and(v)any other information, record or document as required by the Authority from time to time is submitted to Authority

8. Issue of Duplicate Negotiable Warehouse Receipts

(1)Where a negotiable warehouse receipt issued by a warehouseman is lost, damaged or mutilated, the warehouseman shall issue a duplicate negotiable warehouse receipt on an application made by the depositor or holder of the receipt in Form B in lieu of the original negotiable warehouse receipt.(2)A negotiable warehouse receipt, which is torn, damaged, defaced or mutilated, shall be surrendered by the depositor or holder of the receipt to the warehouseman on issue of duplicate negotiable warehouse receipt.(3)The application for issue of a duplicate negotiable warehouse receipt shall be accompanied with the fee of rupees one hundred through bank draft or banker's cheque of any nationalised bank in favour of warehouseman.

9. Issue of new negotiable warehouse receipt book(s) in lieu of lost, damaged or mutilated book.

(1)A warehouseman may apply for the issuance of new warehouse receipt book(s) in prescribed Form C in the event that the negotiable warehouse receipt book(s) has been lost, damaged or mutilated due to factors beyond the control of the warehouseman.(2)The Authority shall issue the new negotiable warehouse receipt book after carrying out a proper due diligence and inquiry so as to ensure that there is no fraudulent act being carried out.(3)The Authority may seek any further clarification or information from the warehouseman before issuing the new negotiable warehouse receipt book.(4)The application for issue of the new negotiable warehouse receipt book shall be accompanied with the fee of rupees four hundred per book only through bank draft or banker's

cheque of any nationalised bank in favour of Authority.(5)In the event that the Authority rejects the application for the issuance of a new negotiable,warehouse receipt book, the warehouseman may prefer an appeal under the Act, the rules or regulations made thereunder.

10. Maintenance of record of negotiable warehouse receipts.

(1)In addition to the record making and reporting reqUirements as specified under the Act and the Warehousing Development and Regulatory Authority (Record and Report) Regulations, 2011, a warehouseman shall maintain a record of-(i)a copy of the negotiable warehouse receipt issued.(ii)total value of the negotiable warehouse receipts issued.(iii)date of issuance of the negotiable Warehouse receipt issued.(iv)date of expiry of the negotiable warehouse receipt issued.(v)the commodities for which the negotiable warehouse receipt has been issued,(vi)the quality and quantity of the commodities as specified in the negotiable warehouse receipt.(vii)any negotiable warehouse receipt that has been surrendered to the warehouseman by a depositor.(viii)any negotiable warehouse receipt that has been cancelled by the warehouseman.(ix)any transaction that has been carried out on the negotiable warehouse receipt; and(x)any other information prescribed or sought by the Authority(2)The warehouseman shall submit a summary of total number of negotiable warehouse receipts issued commodity-Wise along with the total value of the goods on monthly basis to the Authority(3)The warehouseman shall inform the Authority immediately of any loss, damage or destruction of any record or report in relation to the negotiable warehouse receiptsForm ANegotiable Warehouse ReceiptSee section 11 of the Warehousing (Development and Regulation) Act, 2007(Name and Location of Warehouse)

1. Receipt Number

Dated:

2. Name & complete postal address of warehouse.....

.....

.....

.....

.....

3. Warehouse registration no

.....Valid up
to.....

4. Received from (Name and address of the depositor).....

.....

.....

.....

.....

5. Goods of following descriptions-

Commodity	Description of commonly, with quality/grade etc.	No. of package/bags	Net quantity in MTs/Qtls.	Market value at the time of deposit	Total market value	Godown/Stack number
-----------	--	---------------------	---------------------------	-------------------------------------	--------------------	---------------------

6. Private marks of the depositor on the Packages, if any.....

7. Rate of storage and handling charges

8. Insured for fire, floods, theft, burglary, misappropriation, riots, strikes or terrorism;

9.

Name of the insurance Policy	Policy no.	insured for the amount of Rs.	Period of validity	Name of the insurance company
From	To			

10. The goods are accepted for storage

from.....to.....

11. This receipt is valid up to being the date of expiry of the declared shelf-life.

.....Name and signature of warehouseman/authorised official with sealTel. No

.....Endorsements

- 1) Deliver the goods under receipt No to or to his order
(Name and signature with full address)
- 2) Deliver the goods under receipt Noto.....or to his order
(Name and signature with full address)
- 3) Deliver the goods under receipt No.....to or to his order
(Name and signature with full address)

13. In case of lien/pledge of negotiable Warehouse receipt (NWR):

Name of the bank/financial institution with whom NWR pledge	Date of lien/pledge	Value of Date lien/pledge	Date of noting	Signature of warehouseman/authorised official	Date of release of lien/pledge	Signature of warehouseman/a official
---	------------------------	---------------------------------	-------------------	---	--------------------------------------	--

14. The goods mentioned below are hereby released from the receipt for delivery from warehouse. Any unreleased balance of goods is subject to a lien for unpaid charges and advances on the released portion -

Sr.No	Date	Quantity released	Balance quantity
Bags/Packages	Weight in MTs/Qtls	Bags/Package	Weight in MTs/Qtls

Signature of warehouseman / Authorised official _____
 Terms & Conditions For Negotiable Warehouse Receipt (NWR)

1. The goods received shall be delivered to the depositor or to his order
2. All the goods properly marked and packed, shall be delivered at the warehouse. The warehouseman undertakes to store and deliver the goods only in packages in which they were originally received unless specifically authorised by the depositor to go so otherwise
3. Each holder shall keep the receipt in a good condition so as to maintain the data recorded on the warehouse receipt in a clear & legible manner. The receipt and insurance should be valid only till the date of expiry of declared storage period of the goods for which it is issued
4. The previous/new holder of NWR should notify immediately to the warehouseman of any endorsement/transfer clearly indicating about the identity and address of the new holder of NWR
5. The warehouseman will issue NWR only for those commodities for which warehouse is registered under the Warehousing (Development & Regulation) Act 2007

6. Instructions for delivery/transfer of goods Will always be In writing and Signed by the holder of NWR The goods shall be delivered to the holder of the negotiable warehouse receipt or to the order of a named person

7. No goods covered by the NWR shall be delivered unless the properly endorsed receipt is surrendered for cancellation or for delivery of endorsement of partial delivery thereon

8. In case a warehouse, receipt is lost or destroyed goods covered by it shall not be delivered until the person lawfully entitled to possession of the goods obtains and surrenders a duplicate receipt

9. The quality, condition, value & contents of goods shall be declared in the NWR at the time of deposit of goods

10. The warehouseman's liability shall be as per the provisions contained in the Warehousing (Development & Regulation), Act, 2007.

11. The warehouseman undertakes to exercise reasonable care and diligence required during storage of goods.

12. The warehouseman undertakes to accept only storable goods and shall not accept any goods that are damaged.

13. All goods stored in the warehouse should be insured against the risks of fire floods, theft burglary misappropriation nots strikes or terrorism,

14. The warehouseman is not responsible for the usual and normal shrinkage in weight and effect on quality during storage due to natural causes.

Form B Application for issue of duplicate negotiable warehouse receipt[See regulation 8(1)]

Photo of depositor or holder of the negotiable warehouse receipt, who signs the application form.
To (Name of the Warehouse)..... Dear Sir/Madam, I/We residing at
District request that may our original negotiable warehouse receipt No. granted
on for the period from to has been stolen/lost destroyed/mutilated in the
following circumstances (a) (b) (Enclose a copy of First Information Report, indemnity bond and
press notice in case of stolen/lost/destroyed/mutilated negotiable warehouse receipt)

2. I/We therefore, request you to grant me/us a duplicate negotiable warehouse receipt in lieu of my original receipt on the same terms and conditions On which the aforesaid negotiable receipt was granted.

3. I/We have enclosed fee of rupees one hundred only by bank draft/banker's cheque of.....(nationalised Bank/branch) No... dated (date and details) for issuance of duplicate negotiable warehouse receipt

4. I/We hereby solemnly declare that the information herein given is true to the best of my/our knowledge.

DateSignature of Applicant(s)Witness 1Witness 2Form
Application for issue of a new negotiable warehouse receipt book(s) and in lieu of lost, damaged or mutilated book(s)[See regulation 9(1)]

Photo of the authorised officer of the applicable, who signs the applicable from
ToThe Warehousing Development and Regulatory
Authority.....New DelhiDear Sir,I/We
haVing a registered warehouse located at..... District registration No issued on and
valid up to request that my/our original negotiable warehouses receipt book(s) of serial No. issued
on have been lost/damaged/mutilated in the following circumstances:(a) (b)(Enclose a
copy of First information Report, indemnity bond and press notice in case of
stolen/lost/destroyed/mutilated negotiable warehouse receipt book(s)(2)I/We therefore, request
you to issue me/us a fresh negotiable warehouse receipt book(s) on the same terms and conditions
on which the aforesaid book(s) were issued(3)I/We have enclosed fee of rupees four hundred per
book only by bank draft/banker's cheque of (nationalised bank/branch) No
dated..... (date and details) for Issue of fresh negotiable warehouse receipt book(s).(4)I/We
hereby solemnly affirm that the information given herein IS true to the best of my/our
knowledge.Signature of ApplicantsDateWitness. 1.....Witness.
2.....