NERL
NCDEX Group Company

KNOW YOUR CLIENT (KYC) & APPLICATION FOR OPENING AN ACCOUNT (For entities other than Individuals)
FOR NERL CLIENTS   (Please fill in Block Letters Only)

Application No:
(To be filled by RP)

A.	IDENTITY & ADDRESS DETAILS

Repository Participant (RP) Name

RP Address   **Pin**

We request you to open an Account in my/our name as per the details mentioned below:

Date   **Client ID**

Account Category: (Please tick correct category as below)

PARTNERSHIP FIRM		TRUST		BODY CORPORATE		Sole Proprietor	
PRIVATE LIMITED CO.		LLP		PUBLIC LTD. CO		HUF	
OTHERS (Mention Account Category)							

We request you to open an Account in my/our name as per the details.

Name of Company / Firm (Sole Holder)

Registered Office Address   **Pin**

City

State

Specify the proof of address for Registered Address

Correspondence Address   **Pin**

City

State

Tel No.   **Aadhar No.**

PAN No.   **TAN No.**

Mobile No.*

Email*

* OTP & Transaction Alerts will be received on the Mobile No. & Email id mentioned above

NERL

Authorized Signatory I / Partner Details / Sole Proprietor / Karta

First Name

Middle Name

Last Name

Permanent Address

Pin Code

City

State

Tel No.   Aadhar No.

PAN   D.O.B

Mobile No.

Email

Authorized Signatory II / Partner Details

First Name

Middle Name

Last Name

Permanent Address

Pin Code

City

State

Tel No.   Aadhar No.

PAN   D.O.B

Mobile No.

Email

Authorized Signatory III / Partner Details

First Name

Middle Name

Last Name

Permanent Address

Pin Code

City

State

Tel No.											Aadhar No.												
PAN											D.O.B												
Mobile No.																							

Email

B. OTHER DETAILS)

> 1 Lac ☐   1-5 Lac ☐   5-10 Lac ☐   10-25 Lac ☐   < 25 Lac ☐

Net-worth as on   **Date**
(Net worth should not be older than 1 year)

Please tick, as applicable for any of your Authorized Signatories/Promoters/Partners / Karta /Trustee/Whole Time Directors:

Politically Exposed Person (PEP) ☐   **Related to a Politically Exposed Person (PEP)** ☐

Not a Politically Exposed Person (PEP) ☐   **Not Related to a Politically Exposed Person (PEP)** ☐

C. Mode Of Operation

Mode of Operation	Yes / No	Signatures
Any One Singly		
Jointly By		
As per resolution		
Others (please specify)		

D. BANK ACCOUNT(S) DETAILS

Bank Name	Branch address	Bank account no.	Account Type: Saving/ Current/ Others	MICR Number	IFSC code

Note: Provide a copy of cancelled Cheque leaf/ pass book/bank statement specifying name of the client, MICR Code or/and IFSC Code of the bank.

E. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock Exchange / Commodity exchange / WDRA / any other authority against the client during the last 3 years

F.   Rights and Obligations of Client and Repository Participant

Rights & Obligations of Client

1.   The Client agrees to pay such charges as set out in **Schedule A** hereto, to the Repository Participant for the purpose of opening and maintaining his Repository Account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Repository Participant and the Client in respect of his/its Repository Account. The Repository Participant reserves the right to revise the charges anytime by giving not less than thirty days' notice in writing to the Client. In case the Client fails to make the payment of any of the amounts as aforesaid, within a period of thirty days from the date of demand or the immediate succeeding billing date whichever is earlier, the Repository Participant shall have the right to discontinue the services after giving two days' notice to the Client, till such time the Client makes the payment along with interest, if any. The Client further agrees that in the event of the Client committing such default in payment, the Repository Participant will -charge interest at the rate of not more than 24% p.a. for the period of such default without prejudice to its right to suspend operations in the Repository Account or close the Repository Account of the Client.

2.   Upon opening of the Repository Account as requested, the Client shall have the right to get the credit of those of its commodities physically deposited by it with and received by the Warehouse, duly recorded and credited in electronic form in its Repository Account. Provided however that such credit in the electronic Repository Account shall be subject to acceptance of the commodities by the Warehouse for credit to the Repository Account in the manner and as may be specified by the Authority or Repository as valid deposit for storage and delivery. The Client further understands and agrees that the record of electronic balance of commodities is the net balance after debit and credit of electronic Warehouse Receipts issued by the Warehouseman and that it shall be entitled to hold such Warehouse receipts in electronic form only till the Validity Date as assigned by the assayer approved for the purpose or such other date as may be specified by the Authority or Repository and that the Client shall not be entitled to deal with such warehouse receipt except under circumstances and in the manner prescribed by the Authority.

3.   The Client understands and agrees that the electronic credit in the Repository Account pursuant to deposit of the underlying physical commodity at the Warehouse concerned or as a consequence of transfer, is only a record of deposit and entitlement therefor and that the Repository Participant and Repository are mere facilitators of such Repository Account keeping while the liability in respect of the actual commodity/ies stored in the Warehouse is that of the Warehouseman or the client as the case may be. The Client further understands and agrees that once electronic credit of commodities is transferred from its Repository Account, the Client is not entitled to receive or deal with the corresponding commodities and that the right to receive the commodities and deal therein shall then rest with the respective transferee/s of the electronic credit except in cases of frauds/erroneous transfers subject to being reported and rectified immediately after detection.

4.   The Client undertakes and agrees that during the period of validity of the Warehouse receipt, notwithstanding the liability of the Warehouseman under the WDR Act, 2007 and the Rules and Regulations issued thereunder, the client shall always be responsible for compliance of such laws as may be applicable to the commodities dealt by the client including but not limited to the compliance of Food Safety Standards and GST or such other tax laws as may be applicable to the commodity dealt with by the client and the regulations and prohibitions with respect to the stock limits as prescribed by the Central/State Government as may be applicable from time to time. The clients undertakes and agrees to indemnify and keep indemnified the Repository and Repository Participant against any consequential claims, actions, penalties and/ or damages that may arise due to non-compliance on part of the Client.

5.   The Client agrees that the Repository or the Repository Participant shall be entitled to freeze or disable the transfer of electronic balances as reflected in the Repository Account of the Client completely or partially as may be deemed appropriate by the Repository Participant or the Repository for any reason or circumstances which in the opinion of Repository, the freezing of Repository Account is warranted. Such opinion of the Repository shall be final, conclusive and binding on the Client.

6.   The Client also agrees and undertakes that it shall not hold the Repository Participant or the Repository responsible and/or liable for any deterioration or deviation in quality or in quantity of the actual commodity deposited in the Warehouse and will not have any claim for the same from or against the Repository Participant or the Repository.

7.   The client agrees that transfer of balances to and from other Repositories may be delayed due to reasons beyond the control of Repository and the client does not hold the Repository responsible for the same.

8.   The Client agrees to pay to the Repository Participant fees and charges with respect to the electronic holdings as reflected in its Repository Account such as warehouse charges, assaying charges and such other charges as may be notified by the Repository or the Warehouse at such rates as may be prescribed subject however, that any such charges recoverable against any bill, if remain unpaid by the Client for a period of more than 15 days from the date of receipt of the bill, the Repository Participant shall be entitled to suspend all transactions in the Repository account of the Client till the time of recovery of all outstanding charges with prescribed interest if any. The Client further authorizes Repository Participant to forward the charges so collected to the respective entity such as the Warehouse Service Provider, the Commodity Exchange, Repository Service Provider and any other entity involved in the process as the case may be, as per directives of the of the Repository.

9.   The Client acknowledges and agrees that the Repository account(s) of the Client and the operations/transactions carried out therein shall be subject to Regulatory/WDRA guidelines, the Byelaws, Business Rules, circulars, notifications issued from time to time by the Repository and the policy/procedures/processes put in place by the Repository and the client undertakes to abide by the same at all times.

10.   On the failure of the Client to pay any of the accrued charges as agreed herein within the stipulated period, the Repository Participant shall without prejudice to its right to legal remedies, be entitled to close the Repository Account of the Client by requiring it to specify whether the balances in its Repository Account be transferred to the Repository Account of the Client held with another Repository Participant or be processed for withdrawal in the manner prescribed.

11.   The Client agrees that the Repository Participant may refuse to carry out any transaction in the event of any directive from the Repository restricting such transaction including seeking freezing of the Client's Repository Account, or in accordance with any procedure laid down by the Repository warranting such freezing at a given time or on any event.

12.   The Client shall notify the Repository Participant within seven days from the date of any change in the details set out in the application form submitted to the Repository Participant at the time of opening the Repository Account or furnished to the Repository Participant from time to time.

13.   The Client shall immediately within three days, inform the Repository participant about any change in its constitution involving change in control of management, and shall execute all such necessary documents as may be required by the Repository Participant in that regard.

14.   The Client shall not have any claim against the Repository Participant or the Repository on account of any suspension, interruption, non-availability or malfunctioning of the of Repository System or Service or non-execution of his orders due to any link/system failure or for any reason beyond the control of the Repository Participant or the Repository.

15.   The client shall keep the Repository and Repository Participant indemnified at all times with respect to any claims/losses/damages/penalties, costs, expenses that may accrue /arise to the Repository and Repository Participant arising on account of malfeasance or misrepresentation or fraud, willful misconduct, negligence by Client and/or any non-compliance of the obligations undertaken herein and /or any non-compliance to the Regulatory/WDRA guidelines, the Business Rules, Byelaws, circulars, notifications issued by or any policy, processes put in place by the Repository.

16.   If the Client is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the Repository Participants, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

17.   Appointment and authorization for Voluntary Service:

17.1   The Client hereby appoints and authorizes the Repository Participant (RP) to collect warehouse storage charges (payable by the Client under an eNWR to the Warehouse Service Provider) from the Client and forward the same on behalf of the Client to the warehouse Service Provider.

17.2   The Client understands and agrees that the said service of collection of warehouse rent provided by the RP is a voluntary service and does not form the core service of the Repository and the Client acknowledges and agrees that the RP for the purpose is acting on its own and not as agent of the Repository. The Client and the RP shall therefore be respectively responsible for any and all commitments or liabilities in this regard.

17.3 The Client further understands and agrees that the Repository may facilitate resolution of any dispute or difference between the RP and the Client in this regard in manner prescribed by the Repository and at the request of /reference by the disputing party/ies.

Rights & Obligations of Repository Participant

18. The Repository Participant undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over the electronic balance of the Client except on the instructions of the Client.

19. The Repository Participant shall maintain a separate Repository Account for holding its own commodities in electronic form.

20. The Repository Participant undertakes that a transfer to and from the Repository Accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorized by the Client in the manner prescribed and/or in accordance with and subject to the Bye-laws and Business rules, notifications or directives of the Repository and that the Repository Participant shall maintain adequate audit trail of such transactions.

21. The Repository Participant undertakes to provide a transaction statement including statement of accounts, if any, to the Client at such intervals as may be agreed between the Client and the Repository Participant or as may be required by the Repository or the Exchange, as the case may be.

22. The Repository Participant shall have the right to terminate its services, for any reasons whatsoever, provided the Repository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Repository. Similarly, the Client shall have the right to close his Repository Account held with the Repository Participant, provided no charges or dues are payable/remaining to be paid by him to the Repository Participant and provided that any encumbrance if subsisting, has been fully satisfied and discharged. In the event of closure of its Repository Account, the Client shall specify whether the balances in its Repository Account should be transferred to any other Repository Account of the Client held with another Repository Participant or to withdraw the commodity that is represented through the electronic balances in its Repository Account. Based on the instructions of the Client, the Repository Participant shall initiate the procedure for transferring such electronic balances or process for withdrawal of such electronic balances as per the procedure laid down in the Bye Laws, Rules or Regulations and guidelines of the Repository or as per the process prescribed by the Repository. Provided further, the termination of this agreement shall not affect the accrued rights, liabilities and obligations of either party and shall continue to bind the parties till their satisfactory completion.

23. The Repository Participant or the Repository shall have the right to freeze/unfreeze, the accounts of the Client, transfer or put on hold/refuse any transfer as the case may be on receipt of instructions/directions/orders received from any regulator or court or tribunal or any statutory authority.

24. The Repository Participant undertakes to resolve all legitimate grievances of the Client against the Repository Participant within a period of thirty days. In the event of non-resolution of the grievance within the time specified as aforesaid, the parties agree to submit the same for resolution by arbitration as provided in the Bye-laws and the Business Rules of the Repository as amended from time to time.

25. Law and Jurisdiction

25.1 In addition to the specific rights set out in this document, the Repository Participant and the Client shall be entitled to exercise any other rights which the Repository Participant or the Client may have under the Rules, Bye Laws and Regulations of the Repository and circulars/notices issued there under or Rules Regulations and guidelines of WDRA.

25.2 The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by WDRA and Rules, Regulations and Bye-laws of the Repository and the circulars, notifications issued by the Repository from time to time.

25.3 Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the Repository and /or WDRA.

25.4 Any changes in the rights and obligations which are specified by WDRA/Repository shall also be brought to the notice of the clients at once.

25.5 If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of WDRA or Bye-laws, Rules and Regulations of the Repository, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

G. Client undertaking for transaction/s initiated through client portal

☐ **I / We wish to register for Client initiated transaction facility provided by NERL in Client portal.**

I / we intend to initiate transactional instructions through the said client portal. We hereby confirm that any transaction initiated through the client portal using the specific user id and password provided to the entity (individual/non-individual) shall be deemed to be made by us and we take the full responsibility of such transactions. We hereby approve and confirm that transactions are initiated and sent for execution to Repository Participant by Authorized user of our entity .We further confirm that we are liable for and bound by all acts of commission and omission by the authorized user. We shall keep the user id and password protected and shall not hold NERL / RP responsible or liable for any issue pertaining to the transactions initiated by our entity.

(As per BR or Deed)

Name of Authorized Signatories/Partners / Karta /Trustee	Signature	Name of Authorized Signatories/Partners / Karta /Trustee	Signature

DECLARATION

1. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false / misleading information given by me/us or suppression of any material information will render my/our account liable for termination and suitable action.

2. I/We further confirm having read and understood the contents of the Rights and Obligations of Client and Repository Participant including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws & Business Rules of NERL as are in force from time to time.

3. I/we hereby declare and undertake that I/we have appointed and authorized the Repository Participant (RP) to collect warehouse storage charges payable by me/us under an eNWR to the Warehouse Service Provider and forward the same to the warehouse Service Provider. I/We understand and agree that the said service of collection of warehouse rent provided by the RP is voluntary service and does not form the core service of the Repository and therefore for the purpose of this service the RP is not an agent of the Repository and the contents herein and transactions hereunder are between me/ourselves and the RP.

	Authorized Signatory I	Authorized Signatory II	Authorized Signatory III
Name			
Designation			
Signature (As per the PAN Card/Aadhar card)			
Passport Size Photograph (Signature across photograph is required)			

*Beneficiary account will be activated on completion of mobile number verification. Get the mobile number verified by updating Authorization code received via SMS through Beneficiary login or by respective RP.

IN PERSON VERIFICATION (FOR OFFICE USE ONLY)

Application No		Account No	

Documents verified with Originals: ☐ YES   ☐ NO

I / We undertake that we have made the client aware of tariff sheet. I/We have also made the client aware & given/ sent him a copy of Rights and Obligations of Client and Repository Participant including the schedules thereto. I/We undertake that any change in the tariff sheet would be duly intimated to the clients.

Employee Name		Designation	
Employee Code		Signature & Seal	

Date | ☐☐☐☐☐☐☐☐

Repository Participants Seal

_____ **Please Tear here** _____

Acknowledgement Receipt

Application No: ☐☐☐☐☐☐☐☐☐

We hereby acknowledge the receipt of KYC & Account opening Application.

Name of the Client: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Client ID ☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Employee Name & Code		Designation	
Date & Time		Signature & Seal	

ANNEXURE 1 (Format for Additional Authorized signatory details)

Sr. No	Name	Address	Contact No	Email Id	PAN No	Signature	Photo
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							