

**Comtrack- Account Opening Kit
(Individual)**



F. TRADING PREFERENCES

Note: Please sign in the relevant boxes against the Exchange with which you wish to trade. The Exchange not chosen should be struck off by the client.

Sr. No.	Name of the National Commodity Exchanges #	Date of Consent for trading on concerned Exchange	Signature of the Client
1			
2			
3			
4			
5			
6			
7			
8			
9			

At the time of printing the form, the Member must specify the names of the Exchanges where the Member has membership.

[In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this document]

G. INVESTMENT/TRADING EXPERIENCE

No Prior Experience	<input type="checkbox"/>	Commodities	<input type="checkbox"/>	Other investment related fields	<input type="checkbox"/>
		Years		Years	

H. SALES TAX REGISTRATION DETAILS (As applicable, State wise)

Local Sales Tax State Registration No.		Validity Date	
Name of the State			
Central Sales Tax Registration No.		Validity Date	
Other Sales Tax State Registration No.		Validity Date	
Name of the State			

I. VAT DETAILS (As applicable, State wise)

Local VAT Registration No.		Validity Date	
Name of the State			
Other VAT Registration No.		Validity Date	
Name of the State			

J. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock exchange / Commodity exchange/any other authority against the client during the last 3 years	
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K. DEALINGS THROUGH OTHER MEMBERS

- If client is dealing through any other Member, provide the following details
(In case dealing with multiple Members, provide details of all in a separate sheet containing all the information as mentioned below):

Member's/Authorized Person (AP)'s Name	
Exchange	
Exchange's Registration number	
Concerned Member's Name with whom the AP is registered	

FOR OFFICE USE ONLY

UCC Code allotted to the Client																	
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Documents verified with Originals

Name of the Employee																	

Employee Code								Designation of the employee										
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Date								
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Signature	
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I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Don'ts and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Date								
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Comtrack Participant Seal & Signature

APPLICATION FOR OPENING AN ACCOUNT
 (For Individuals only)
ONLY FOR NCDEX CLIENTS

Religare Securities Limited (CP ID 5074)
A-3/4/5, GYS Global, Sector-125,
Noida-201301 (UP)

(Please fill in **CAPITAL LETTERS** only)

Application No.																				Reference No.																		
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Date																				Client ID																		
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We request you to open an Account in my/our name as per the details.

(Please fill in **CAPITAL LETTERS** only).

Sole / First Holders Details

Title **Mr.** ☐ **Mrs.** ☐ **Ms.** ☐

First Name																																					
Middle Name																																					
Last Name																																					
Father / Husband Name																																					

Permanent Address																																					
				</																																	

Title **Mr.** ☐ **Mrs.** ☐ **Ms.** ☐

Title **Mr.** ☐ **Mrs.** ☐ **Ms.** ☐

(Perforated Card)

	First Authorized Signatory										Second Authorized Signatory										Third Authorized Signatory									
Name																														
Specimen Signature																														

===== (Please Tear Here) =====

Acknowledgement Receipt

We hereby acknowledge the receipt of the Account Opening Application Form from: -

[illegible]

Comtrack Participant Seal & Signature

**AGREEMENT BETWEEN THE COMTRACK PARTICIPANT AND
THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE
COMTRACK PARTICIPANT**

This agreement made and entered and executed at.....on this day of..... between
_____, a _____/firm/
company registered under the _____ and having its office/registered office at _____

(hereinafter called 'the Client') and **Religare Securities Limited**, a company registered under the Companies Act, 1956 and having its registered office at D3, P3B, District Centre, Saket, New Delhi-110017 (hereinafter called 'the Comtrack Participant'). The Client and the Comtrack Participant hereinafter individually termed as party and jointly as parties. The expressions the Client and the Comtrack Participant include their respective successors.

Witnesseth

WHEREAS the Comtrack Participant is authorized by the Comtrack Service Provider (Exchange) to open and maintain Comtrack accounts of participants /Clients, for the purpose of holding electronic credits of underlying commodities and dealing therein including transfers thereof in the manner prescribed.

WHEREAS the Client is desirous of opening an account with the Comtrack Participant and has furnished to the Comtrack Participant the duly filled in application form requesting therein to open an account (hereinafter referred to as '**the Comtrack Account**') with the Comtrack Participant to maintain its commodity holdings corresponding to the quantity of commodity stored/accumulated by the Client in the accredited warehouses, in electronic form.

NOW THEREFORE in consideration of the Comtrack Participant having agreed to open a Comtrack account for the Client, both the parties to the agreement hereby covenant and agree as follows :

1. For the purposes of this agreement and the performance thereof, the following terms shall have the meaning as detailed there against:

"Accredited Warehouse" shall mean the warehouse or a place accredited by the Exchange where the Clients who intend to give delivery of goods pursuant to any transaction on the Exchange, may deposit or keep goods in the manner and as per process prescribed by the Exchange from time to time;

"Comtrack" shall mean the electronic system owned and maintained by NCDEX or any entity appointed by NCDEX, on which the Comtrack Accounts of Clients are opened and maintained through Comtrack Participants;

"Comtrack Account" shall mean the electronic account of a Client opened and maintained in Comtrack reflecting the record of ownership and transactions of transfers in respect of commodity deposited in the Approved/ accredited Warehouse and also showing the details of commodity, quantity, place of storage and validity certification and other details and parameters as may be prescribed or modified by the Comtrack Service Provider from time to time"

"Comtrack Service Provider" shall mean NCDEX or such other entity authorized or appointed by NCDEX for operating and maintaining the Comtrack account;

"Exchange" shall mean National Commodity & Derivatives Exchange Limited (NCDEX);

"Final Expiry Date" shall mean the final date upto which the Validity Date of commodity can be extended.

"Validity Date" shall mean the date assigned to the commodity by the approved assayer of the Accredited Warehouse at the time of acceptance of commodity for credit to the Comtrack account up to which a commodity is valid for delivery in settlement of transaction on the Exchange.

2. The Client agrees to pay such charges as set out in **Schedule A** hereto, to the Comtrack Participant for the purpose of opening and maintaining his 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 Comtrack Participant and the Client in respect of his/its Comtrack Account. The Comtrack 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 Comtrack 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 Comtrack 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 Comtrack Account or close the Comtrack Account of the Client.

3. Upon opening of the Comtrack Account as requested, the Client shall have the right to get the quantity of those of its commodities physically deposited by it with and received by the Accredited Warehouse, duly recorded and credited in electronic form (hereinafter referred to as 'electronic holding') in its Comtrack Account. Provided however that such credit in the electronic account shall be subject to acceptance of the commodities by the Accredited Warehouse for credit to the Comtrack Account in the manner and as may be specified by the Exchange, as valid deposit for storage and delivery. The Client further understands and agrees that the record of electronic holding of commodities held by him is for the purpose of transaction on the Exchange and that it shall be entitled to hold its commodities in electronic form only till the Final expiry date as assigned by the assayer approved for the purpose or such other date as may be specified by the Exchange or Comtrack Service Provider and that the Client shall not be entitled to issue of any warehouse receipt by the accredited warehouse except under circumstances and in the manner prescribed by the Exchange.
4. The Client understands and agrees that the electronic credit of commodity holdings in the Comtrack 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 Comtrack Participant and the Exchange or Comtrack Service Provider are mere facilitators of such account keeping while the liability in respect of the actual commodity/ies stored in the Accredited Warehouse is that of the Warehouse Service Provider. The Client further understands and agrees that once electronic credit of commodities is transferred from its Comtrack 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.
5. The Client is aware and agrees that the existence of electronic credit of the commodity holdings in its Comtrack Account does not imply that the actual commodity deposited by it in the Accredited Warehouse shall be available at all times as long as the commodity holdings in Comtrack account subsist. The Client understands that the electronic credit of its commodity holdings is subject to the validity period or extended validity period if any, as may be prescribed for the relevant commodity by the Exchange and understands that commodity cannot be traded on the Exchange after expiry of validity date unless revalidated on or before such validity date, or the Final Expiry Date, as the case may be and that holding of commodity in the Accredited Warehouse after expiry of such date/s shall be entirely and absolutely at the risks and consequences of the Client.
6. The Client undertakes that upon expiry of validity date unless the commodity/ies are revalidated on or before such validity date, or the Final Expiry Date, as the case may be, the Client shall take out the commodity from the Accredited Warehouse by complying with the process as prescribed by the Comtrack Service Provider. The Client understands that the Accredited Warehouse shall be entitled to issue physical warehouse receipt in respect of electronic holding of commodities after the expiry of validity date unless revalidated as aforesaid or the Final Expiry Date, as the case may be, by reducing or debiting the credit balance in the electronic holdings equivalent to such quantity of commodity and it shall be the responsibility of the Client to collect such physical warehouse receipt from the Accredited Warehouse.
7. The Client agrees that any transaction in respect of its electronic commodity holding shall subsist only till the period or date if any, stipulated by the Exchange upto which such commodity is deliverable on the Exchange. The Client further agrees that the Comtrack Service Provider or the Exchange or the Comtrack Participant shall be free to freeze or stop transactions pertaining to commodity holding belonging to the Client or in respect of its holdings in the Comtrack Account completely or partly as may be deemed appropriate by the Commodity Service Provider upon the coming to end of validity period unless revalidated on or before such validity period or upon the

Final Expiry Date of a commodity or if for any reason or circumstances which in the opinion of Comtrack Service Provider, the freezing of Comtrack Account is warranted. Such opinion of the Comtrack Service Provider shall be final, conclusive and binding on the Client.

8. The Client also agrees and undertakes that it shall not hold the Comtrack Participant or the Exchange or the Comtrack Service Provider responsible and/or liable for any deterioration or deviation in quality or in quantity of the actual commodity deposited in the Accredited Warehouse and will not have any claim for the same from or against the Comtrack Participant or the Comtrack Service Provider or the Exchange.
9. The Comtrack Participant further undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over the commodity holdings of the Client except on the instructions of the Client.
10. The Comtrack Participant shall maintain a separate Comtrack Account for holding its own commodities in electronic form.
11. The Comtrack Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client in the manner prescribed and/or in accordance with and subject to the Rules, Bye-laws and Regulations, notifications or directives of the Exchange and that the Comtrack Participant shall maintain adequate audit trail of such transactions.
12. The Comtrack Participant agrees that the Client may give standing instructions with regard to commodity holdings in its Comtrack Account and the Comtrack Participant shall act according to such instructions subject however to the Rules, Byelaws and Regulations or Directives or Notices of the Exchange or processes prescribed by the Comtrack Service Provider.
13. The Comtrack 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 Comtrack Participant.
14. The Comtrack Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Comtrack Participant has given a notice in writing of not less than thirty days to the Client as well as to the Comtrack Service Provider. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Comtrack Participant, provided no charges or dues are payable/remaining to be paid by him to the Comtrack Participant and no instructions of the Exchange if any, concerning its holding/s are pending for compliance and provided that any encumbrance if subsisting, has been fully satisfied and discharged. In the event of closure of its account, the Client shall specify whether the balances in its account should be transferred to any other account of the Client held with another Comtrack Participant or to withdraw the commodity holding balances held. Based on the instructions of the Client, the Comtrack Participant shall initiate the procedure for transferring such commodity holding balances or process for withdrawal of such balances as per the procedure laid down in the Bye Laws, Rules or Regulations and guidelines of the Exchange or process prescribed by the Comtrack Service Provider. 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.
15. The Client agrees to pay to the Comtrack Participant fees and charges on account of the commodity holdings, such as warehouse charges, assaying charges and such other charges as may be notified by the Exchange or Comtrack Service Provider at the rate and manner 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 Comtrack Participant shall be entitled to suspend all transactions in the Comtrack account of the Client till the time of recovery of charges with prescribed interest if any. The Client further authorizes Comtrack Participant to forward the charges so collected to the respective entity such as the Warehouse Service Provider, the Exchange, Comtrack Service Provider and any other entity involved in the process as the case may be, as per directives of the Exchange or the Comtrack Service Provider.
16. On the failure of the Client to pay any of the accrued charges as agreed herein within the stipulated period, the Comtrack Participant shall without prejudice to its right to legal remedies, be entitled to terminate this agreement

and close the Comtrack Account of the Client by requiring it to specify whether the balances in its account be transferred to the account of the Client held with another Comtrack Participant or be processed for withdrawal in the manner prescribed..

17. The Client further agrees that

- i) in the event of closure of the account at its request or in circumstances as provided herein, it shall withdraw its commodity holdings for physical delivery or request transfer thereof from its Comtrack Account to any other Comtrack account;
 - ii) in the event of expiry of the validity period of the commodity if any, as per the assayers' certificate issued therefor, the Client shall withdraw the relevant commodity holdings for physical delivery unless a revalidation certification if permitted as per process prescribed by the Comtrack Service Provider has been obtained on or before the validity date in respect of such quantity of commodity which has reached the validity date; and
 - iii) at the expiry of validity date unless revalidated as provided herein or Final Expiry Date as the case may be, the Comtrack Participant shall be entitled to remove the Commodity holdings from the electronic form for physical delivery. Any continuation or otherwise of the deposit of commodities in the accredited warehouse after the expiry of Validity Date or the Final Expiry Date as the case may be, shall entirely be deemed to be a bilateral arrangement between the Client and the concerned Accredited Warehouse.
- iv) In the event of:
- a. expiry of validity date without any revalidation of the commodity on or before such date, or
 - b. the Final Expiry Date; or
 - b. upon closure of Comtrack Account for any reason whatsoever,

it shall be the responsibility of the Client to collect the Physical Warehouse Receipt for such quantity of commodity or entire quantity of commodity as the case may be, from the concerned Accredited Warehouse by paying dues if any, to the Comtrack Participant, Warehouse Service Provider or the Comtrack Service Provider.

18. The Comtrack Participant shall have a right to provide any such information related to the Client's account/s as may be requested by the Exchange, Comtrack Service Provider or any other authority having jurisdiction, from time to time.
19. The Client may create a pledge of the commodity holdings held in the electronic form with the Comtrack Participant only in accordance with the procedure and conditions and/or restrictions laid down by the Comtrack Participant subject however to the provisions of/under the Bye Laws, Rules and Regulations of the Exchange or Comtrack Service Provider in this regard. Such noting of pledge shall be removed only after a receipt of 'No lien' or 'Release of pledge' letter or other such writing from the Pledgee, as recognized by the Comtrack Participant or prescribed by the Comtrack Service Provider.
20. The Client agrees that the Comtrack Participant may refuse to carry out any transaction in the event of any directive from the Exchange restricting such transaction including seeking freezing of the Client's account, or in accordance with any procedure laid down by the Exchange or Comtrack Service Provider warranting such freezing at a given time or on any event.
21. The Exchange/Comtrack Service Provider or the Comtrack participant shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties or on account of taxes and other governmental charges in respect of the commodity holdings of the Client.
22. The Client shall notify the Comtrack Participant within seven days from the date of any change in the details set out in the application form submitted to the Comtrack Participant at the time of opening the account or furnished to the Comtrack Participant from time to time.
23. The Client shall immediately within three days, inform the Comtrack 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 Comtrack Participant in that regard.

24. The Comtrack Participant undertakes to resolve all legitimate grievances of the Client against the Comtrack 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 per the terms agreed herein.
25. The parties agree that any dispute, claim or difference between the Comtrack Participant and the Client if not resolved as aforesaid, arising out of or in relation to dealings, contracts and transactions in Comtrack Account or with reference to or anything incidental thereto or in pursuance thereof or relating to the interpretation, fulfillment or the rights, obligations and liabilities of the parties hereto or thereto shall be submitted for resolution by the process of arbitration in accordance with Byelaws and Regulations governing the arbitration process of the Exchange including amendments thereof from time to time and the parties agree to be bound by the arbitration awards so obtained.
26. All matters arising out of this agreement shall be governed by and construed in accordance with the Laws of India and all matters where the Exchange/Comtrack Service Provider is a party, shall be subject to the exclusive jurisdiction of Mumbai Courts.

IN WITNESS WHEREOF the Client and the Comtrack Participant has caused these presents to be executed as of the day and year first above written.

Signed and delivered by

(for and on behalf of the Client)

Witness-I

Signed and delivered by
(for and on behalf of Religare Securities Limited)

Witness-II

SCHEDULE - A SCHEDULE OF CHARGES FOR COMTRACK SERVICES	
<u>ACCOUNT OPERATIONS</u>	
Account Opening	Nil
Annual Maintenance Charges	Rs.1500/- Payable Upfront
Documentation Charges (Stamp Paper and incidentals)	Rs.100/- per account
Refundable Security Deposit	Rs.5000/-
<u>TRANSACTION CHARGES</u>	
Credit in Account	Rs.150/- Per Lot/Transaction
Client to Pool	Rs.100/- Per Lot/Transaction
Debit in Account : Off-Market(Ownership transfer/Withdrawal(Remat)	Rs.150/- Per Lot/Transaction
Pledge Creation/ Closure	Rs.150/- Per Lot/Transaction
Pledge Invocation	Rs.150/- Per Lot/Transaction
Warehouse Charges	As per actual by NCDEX/ Comtrack
Freeze/Unfreeze Instruction	Rs.50/- Per Request
Courier Charges	Rs.30/- Per Request

Terms & Conditions

- ❖ Client will be required to pay the transaction and warehouse charges in advance.
 - ❖ Any other service, which is not mentioned above, will be charged separately as per the rates applicable from time to time.
- Out of pocket expenses if any will be charged on actual basis.
- ❖ The value of transactions will be in accordance with rates provided by COMTRACK
 - ❖ All charges are payable on monthly basis and delayed payment will be liable for interest @ 2% per month.
 - ❖ Religare Securities Limited may suspend/freeze the COMTRACK services of the account holder on non-payment of outstanding bills.

Any other specific charges structure: Religare Securities Limited_____

Sole /First Holder Name & Signature

Second Holder Name & Signature

Third Holder Name & Signature