

## Rights and obligations between Depositor / Client and RP

### General Clause

1. The Commodity Owner and the Repository Participant (RP) shall be bound by the Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Repositories and relevant notifications of WDRA and Government Authorities as may be in force from time to time.
2. The RP shall open/activate Client (CO) account of a commodity owner in the Repository system only after receipt of complete Account opening form, KYC and supporting documents as specified by WDRA from time to time.

### Commodity Owner information

3. The RP shall maintain all the details of the Commodity owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the Commodity owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Commodity Owner shall immediately notify the RP in writing, if there is any change in details provided in the account opening form as submitted to the RP at the time of opening the Client (CO) account or furnished to the RP from time to time.

### Fees/Charges/Tariff

5. The Commodity Owner shall pay such charges to the RP for the purpose of holding and transfer of Commodities in eNWR / eNNWR form and for availing Repository services as may be agreed to from time to time between the RP and the Commodity Owner as set out in the Tariff Sheet provided by the RP. It may be informed to the Commodity Owner that "*no charges are payable for opening of Client (CO) accounts*"
6. In case of Basic Services Client (CO) Accounts, the RP shall adhere to the charge as laid down under the relevant WDRA and/or Repository circulars/directions/notifications issued from time to time.
7. The RP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Commodity Owner regarding the same.
8. **Deposit (eNNWR/eNWR):** The Commodity Owner shall have the right to get the commodity, which have been admitted on the Repositories System, Deposit in the form of eNNWR / eNWR and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the Repositories.

### **Separate Accounts**

9. The RP shall open separate accounts in the name of each of the Commodity owners and Commodity of each Commodity owner shall be segregated and shall not be mixed up with the Commodity of other Commodity owners and/or RP's own Commodities held in eNNWR / eNWR form.
10. The RP shall not facilitate the Commodity Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such Commodities submitted for eNNWR/eNWR Generation and/or held in Client (CO) account except in the form and manner prescribed by Repositories and Bye-Laws/Operating Instructions/Business Rules of the Repositories.

### **Transfer of Commodities**

11. The RP shall affect transfer to and from the Client (CO) accounts of the Commodity Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Commodity Owner and the RP shall maintain the original documents and the audit trail of such authorizations.
12. The Commodity Owner reserves the right to give standing instructions with regard to the credition of Commodity in his Client (CO) account in the form of eNNWR /eNWR and the RP shall act according to such instructions.

### **Statement of account**

13. The RP shall provide statements of accounts to the Commodity Owner in such form and manner and at such time as agreed with the Commodity Owner and as specified by SEBI/Repository in this regard.
14. However, if there is no transaction in the Client (CO) account, or if the balance has become Nil during the year, the RP shall send one physical statement of holding annually to such COs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The RP may provide the services of issuing the statement of Client (CO) accounts in an electronic mode if the Commodity Owner so desires. The RP will furnish to the Commodity Owner the statement of Client (CO) accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the RP does not have the facility of providing the statement of Client (CO) account in the electronic mode, then the RP shall be obliged to forward the statement of Client (CO) accounts in physical form.

16. In case of Basic Services Client (CO) Accounts, the RP shall send the transaction statements as mandated by SEBI, Authority and/or Repository from time to time.

### **Manner of Closure of Client (CO) account**

17. The RP shall have the right to close the Client (CO) account of the Commodity Owner, for any reasons whatsoever, provided the RP has given a notice in writing of not less than thirty days to the Commodity Owner as well as to the Repository. Similarly, the Commodity Owner shall have the right to close his/her Client (CO) account held with the RP provided no charges are payable by him/her to the RP. In such an event, the Commodity Owner shall specify whether the balances in their Client (CO) account should be transferred to another Client (CO) account of the Commodity Owner held with another RP or to withdraw the Commodity (eNWR / eNNWR) balances held.
18. Based on the instructions of the Commodity Owner, the RP shall initiate the procedure for transferring such Commodity (eNWR / eNNWR) balances or withdraw such Commodity (eNWR / eNNWR) balances within a period of thirty days as per procedure specified from time to time by the Repository. Provided further, closure of Client (CO) account shall not affect the rights, liabilities and obligations of either the Commodity Owner or the RP and shall continue to bind the Parties to their satisfactory completion.

### **Default in payment of charges**

19. In event of Commodity Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the RP to close the Client (CO) account of the Commodity Owner, the RP may charge interest at a rate as specified by the Repository from time to time for the period of such default.
20. In case the Commodity Owner has failed to make the payment of any of the amounts as provided in Clause 5 & 6 specified above, the RP after giving two days notice to the Commodity Owner shall have the right to stop processing of instructions of the Commodity Owner till such time he makes the payment along with interest, if any.

### **Liability of the Repository**

21. As per Warehousing (Development and Regulation) Act, 2007, without prejudice to the provisions of any other law for the time being in force, any loss caused to the Commodity owner due to the negligence of the Repository or the RP, the Repository shall indemnify such Commodity owner.

21. 1 Where the loss due to the negligence of the RP under Clause (1) above, is indemnified by the Repository, the Repository shall have the right to recover the same from such RP.

### **Freezing/ De-freezing of accounts**

22. The Commodity Owner may exercise the right to freeze/de-freeze his/her Client (CO) account maintained with the RP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The RP or the Repository shall have the right to freeze/de-freeze the accounts of the Commodity Owners on receipt of instructions received from the Authority, any other regulator or court or any statutory authority.

### **Redressal of Investor grievance**

24. The RP shall redress all grievances of the Commodity Owner against the RP within a period of thirty days from the date of receipt of the complaint.

### **Authorized representative**

25. Commodity Owner shall, along with the account opening form, furnish to the RP, a list of officials authorized by her/him/them, who shall represent and interact on her /his/ their behalf with the RP. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

### **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the RP and the Commodity owner shall be entitled to exercise any other rights which the RP or the Commodity Owner may have under the Rules, Bye Laws and Regulations of the respective Repository in which the Client (CO) account is opened and circulars/notices issued there under or Rules and Regulations of WDRA.
27. The provisions of this document shall always be subject to Government notification, rules, regulations, guidelines and circulars/ notices issued by WDRA and Rules, Regulations and Bye-laws of the relevant Repository, where the Commodity Owner maintains his/ her account, that may be in force from time to time.

28. The Commodity Owner and the RP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the Repository and that such procedure shall be applicable to any disputes between the RP and the Commodity Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the Repository and /or WDRA.
30. Any changes in the rights and obligations which are specified by WDRA/Repositories shall also be brought to the notice of the Client (CO)s at once.
31. 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 relevant Repository, where the Commodity Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.