

JRG FINCORP LIMITED

XXXVI-203, J J COMPLEX,
DIARY METHANAM ROAD,
EDAPPALLY KOCHI
KERALA- 682024

DOCUMENT KIT FOR LOAN AGAINST COMMODITIES

(For H.O. use)

Name of client:.....

Location:..... Borrower Code.....

Serial No:

Date:

Name :

DP Client ID:

List of documents to be submitted

Sl.no.	Additional documents for individuals
1	Pan card front and back Xerox
2	Bank statement (past 6 months)
3	Address proof (Driving license, Adhaar Card, Voters ID, Passport, Ration card, Bank statement)
4	ID proof (Driving license, Pan card, Adhaar Card, Voters ID, Passport)

Sl.no.	Additional documents for corporate
1	Memorandum of articles and association
2	Company registration letter
3	Board of resolution
4	List of directors with their photographs and pan card Xerox
5	Company pan card
6	Authorized signatories
7	Last two years balance sheet

JRG Fincorp Limited – KYC Form

INDIVIDUAL

	(First Name)	(Middle Name)	(Last Name)	Affix passport size photograph and sign across								
Name												
Father's/Husband's Name												
Date of Birth	D	D	M		M	Y	Y	Y	Y	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Married <input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Single <input type="checkbox"/>				
Pan Number										Ward Circle		
No. of Dependents												

Address			
Address			
	City	Pin Code	
	State	Country	
Fax No.	Telephone Number		
Email Id	Mobile		

NON- INDIVIDUAL

Type of Account (Tick Appropriate Category)	Partnership	Proprietorship	Trust/Society	Others (Please Specify) _____
	HUF	Corporate		

Details of Corporate, firms and others

Name of Company/Firm											
Address											
	City	Pin Code									
	State	Country									
Fax No.	Telephone Number										
Email Id											
Pan Number											Ward Circle
VAT / TIN											Ward Circle

Details of whole time Directors / Karta / Partners/ Authorized signatories

SL No:	Name	Designation	Authorized Signatory	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>

Affix passport size photograph and sign across

Affix passport size photograph and sign across

Affix passport size photograph and sign across

Bank Account Details(through which transactions will generally be routed)

Account Type	Saving /Current	Account No.	
Bank Name			
Branch Address			
Pin code		MICR No.	
Secondary Bank Name		Branch	Account No

Depository Account Details(through which transactions will generally be routed)

Client Id		DP Name		DP ID	
Address of DP					

Additional DP details (with proof)

DP ID	Client ID	DP Name

Declaration

- I / We have read and understood the relative terms and conditions. We also understand the risk involved in leveraging my investment by availing loan against shares. We accept and agree to be bound by the said terms and conditions.
- I / We confirm that we are resident Indian(s) and we have neither been debarred by SEBI from trading nor associated with any such entity.
- I / We confirm that the funds/collaterals deposited by us as margin will be used for our personal purpose and will not be used for anti-social purposes.
- I / We confirm that the securities against which we are conferring a right of creation of lien or pledge are held by us in our name(s) and not in our capacity as a trustee or guardian of another person.
- I / We confirm that the securities against which we are conferring a right of creation of lien or pledge are not attached by any Government authority or are without any encumbrances.
- I / We understand that the sanction of the demand loan facility is at the sole discretion of JRG Fincorp Ltd and we shall execute necessary security documentation as per the JRG FINCORP Ltd's requirements and to its satisfaction from time to time.
- I / We understand that JRG Fincorp Ltd had the right to recall the funds if they are not for the stated purposes and/or without giving any reasons whatsoever during the pendency of the loans and the decision of JRG Fincorp Ltd to this effect shall be final.
- I / We confirm that the information furnished above is true and correct in all respects to the best of our knowledge.
- I / We have read JRG Fincorp's Fair Practice Code and confirm receipt of a tear-away copy of the same.

Note: If the applicant is a body corporate add the following

- The company or body corporate has authority to borrow funds for the requirements of the company / body corporate and the present borrowing along with the loan applied for will be within the authorized borrowing limits.
- We are authorized by the board vide resolution dated _____ to avail the facilities applied for.



_____ (Signature)

_____ (Date)

_____ (Place)

(This information is the sole property of the Non-Banking Financing Corporation (NBFC) and would not be disclosed to anyone unless required by law or in case of express permission of clients)

RBI/2005- 06/224

A. P. (DIR Series) Circular No.18

A. P. (FL Series) Circular No. 01

Anti-Money Laundering Guidelines for Authorized Money Changers 1. Money Laundering

The offence of Money Laundering has been defined in Section 3 of the Prevention of Money Laundering Act, 2002 (PMLA) as "whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the proceeds of crime and projecting it as untainted property shall be guilty of offence of money-laundering". In common language, Money Laundering can be called a process by which money or other assets obtained as proceeds of crime are exchanged for "clean money" or other assets with no obvious link to their criminal origins.

2. Anti-Money Laundering Guidelines

The purpose of prescribing Anti- Money Laundering Guidelines is to prevent the system of Authorised Money Changers (AMCs) engaged in the purchase and / or sale of foreign currency notes/Travellers cheques from being used for money laundering. Therefore, Anti-Money Laundering (AML) measures should include

- Identification of Customer according to "Know Your Customer" norms,
- Recognition, handling and disclosure of suspicious transactions,
- Appointment of Money Laundering Reporting Officer (MLRO),
- Staff Training,
- Maintenance of records,
- Audit of transactions.

The following paragraphs contain broad guidelines to enable AMCs to formulate and put in place a proper policy framework for AML measures.

3. Know Your Customer (KYC) Identification of Customers

All transactions should be undertaken only after proper identification of the customer. Photocopies of proof of identification should invariably be retained by the AMC after verifying the document in original. Full details of name and address as well as the details of the identity document provided should also be kept on record. If a transaction is being undertaken on behalf of another person, identification evidence of all the persons concerned should be obtained and kept on record.

4. Purchase of Foreign Exchange

1. For encashment of foreign currency notes and/or Travellers Cheques up to USD 500 or its equivalent, production of passport need not be insisted upon and any other suitable document of identification like ration card, driving license etc. can also be accepted.
 2. For verification of the identity of customer for encashment in excess of USD 500 or its equivalent, a photo identity document such as passport, driving license, PAN Card, voter identity card issued by the Election Commission, etc. should be obtained
 3. Requests for payment of sale proceeds in cash may be acceded to the extent of USD 1000 or its equivalent per transaction. All encashment within one month may be treated as single transaction for the purpose. In all other cases AMCs should make payment by way of 'Account Payee' cheque / demand draft only.
 4. Where the amount of forex tendered for encashment by a non-resident or a person returning from abroad exceeds the limits prescribed for Currency Declaration Form (CDF), the AMC should invariably insist for production of declaration in CDF.
5. In all cases of sale of foreign exchange, irrespective of the amount involved, for identification purpose the passport of the customer should be insisted upon. The sale of Forex should be made only on personal application and Identification. Payment in excess of Rs. 50,000/- towards sale of foreign exchange should be received only by account payee cheque / demand draft. All purchases by a person within one month may be treated as single transaction for the purpose. Encashment Certificate, wherever required, should also be insisted upon.

6. Establishment of business relationship

Relationship with a business entity like a company / firm should be established only after obtaining and verifying suitable documents in support of name, address and business activity such as certificate of incorporation under the Companies Act, 1956, MOA and AOA, registration certificate of a firm (if registered), partnership deed, etc. A list of employees who would be authorized to transact on behalf of the company/ firm and documents of their identification together with their signatures, should also be called for.

Copies of all documents called for verification should be kept on record.

7. Suspicious Transactions

The AMC must ensure that its staff is vigilant against money laundering transactions at all times. An important part of the AML measures is determining whether a transaction is suspicious or not. A transaction may be of suspicious nature irrespective of the amount involved.

Some possible suspicious activity indicators are given below:

Customer is reluctant to provide details/documents on frivolous grounds.

The transaction is undertaken by one or more intermediaries to protect the identity of the beneficiary or hide their involvement. Large cash transactions.

Size and frequency of transactions is high considering the normal business of the customer. Change in the pattern of business transacted.

8. Appointment of a Money Laundering Reporting Officer (MLRO)

1. An MLRO may be appointed by every AMC for monitoring transactions and ensuring compliance with the AML Guidelines issued by the Reserve Bank from time to time. The MLRO will also be responsible for reporting of suspicious transaction/s to the Financial Intelligence Unit (FIU). Any suspicious transaction/s, if undertaken, should have prior approval of MLRO.
2. The MLRO shall have reasonable access to all the necessary information/ documents, which would help him in effective discharge of his responsibilities.
3. The responsibility of the MLRO may include :
4. Putting in place necessary controls for detection of suspicious transactions.

Receiving disclosures related to suspicious transactions from the staff or otherwise.

Deciding whether a transaction should be reported to the appropriate authorities

Training of staff and preparing detailed guidelines / handbook for detection of suspicious transactions.

Preparing annual reports on the adequacy or otherwise of systems and procedures in place to prevent money laundering and submit it to the Top Management within 3 months of the end of the financial year.

9. Reporting of Suspicious Activity

To the extent possible, all suspicious transactions should be reported to the MLRO before they are undertaken. Full details of all suspicious transactions, whether put through or not, should be reported, in writing, to the MLRO. Any transaction which seems suspicious may be undertaken only with prior approval of MLRO.

If the MLRO is reasonably satisfied that the suspicious transaction has / may have resulted in money laundering, he should make a report to the appropriate authority viz. the FIU.

10. Staff Training

All the managers and staff of the AMC must be trained to be aware of the policies and procedures relating to prevention of money laundering, provisions of the PMLA and the need to monitor all transactions to ensure that no suspicious activity is being undertaken under the guise of money changing. The steps to be taken when the staff come across any suspicious transactions (such as asking questions about the source of funds, checking the identification documents carefully, reporting immediately to the MLRO, etc.) should be carefully formulated by the AMC and suitable procedure laid down. The AMCs should have an ongoing training programme for consistent implementation of the AML measures.

11. Audit/Compliance

The concurrent auditor should check all transactions to verify that they have been done in compliance with the anti-money laundering guidelines and have been reported as required. Compliance on the lapses, if any, recorded by the concurrent auditor should be put up to the Board. A certificate from the Statutory Auditor on the compliance with AML guidelines should be obtained at the time of preparation of the Annual Report and kept on record.

12. Maintenance of records

The following documents should be preserved for a minimum period of five years.

Records including identification obtained in respect of all transactions.

Statements / Registers prescribed by the Reserve Bank from time to time.

All Inspection / Audit / Concurrent Audit Reports.

Annual reports of the MLRO submitted to the Top Management in terms of paragraph 8 above.

Details of all suspicious transactions reported in writing or otherwise to the MLRO.

Details of all transactions involving purchase of foreign exchange against payment in cash exceeding Indian Rupees 10,00,000 from inter-related persons during one month.

All correspondence/ reports with the appropriate authority in connection with suspicious transactions.

References from Law Enforcement Authorities, including FIU, should be preserved until the cases are adjudicated and closed.



(Signature)

(Date)

(Place)

(This information is the sole property of the Non-Banking Financing Corporation (NBFC) and would not be disclosed to anyone unless required by law or in case of express permission of clients)

FAIR PRACTICES CODE

JRG Fincorp Limited (JFL) shall abide by the Fair Practices Code issued by **RESERVE BANK OF INDIA CIRCULAR NO.80/03.10.042/2005-06 DATED 28th SEPT, 2006** in letter and spirit.

1. Non Discrimination Policy:

JFL will not be biased towards any customer on the basis of gender, physical ability, caste, creed, race or religion.

2. Applications for loans and their processing:

All relevant information pertaining to the loan will be made available in the loan application forms/ agreements and alike. Information relating to the terms & conditions, interest rates, duration, security and the documents required and time reasonable time will be provided for the same.

3. Loan appraisal and terms and conditions:

a) All the loan requisitions will be assessed in conformance with our internal credit appraisal process. b) Upon loan sanction, the client shall be indicated about the loan amount, interest rate and other terms. c) The acceptance of the same shall be kept on record.

4. Disbursement of loans including changes in terms and conditions:

a) Due notice shall be given to the client in case of any changes in the terms and conditions, adverse to the borrower and such changes shall be with prospective effect only. b) Decision to recall any loan shall be done in accordance with the terms and conditions of the loan agreement.

5. Release of Securities:

All collateral securities shall be released as per the request of the borrower, after the full repayment of the loan and all other charges in connection with the same.

6. Customer Protection:

All our customer's personal information will be kept private and confidential except in cases where - a) Information needs to be given by law or any other obligation.

7. General:

a) We shall refrain from interfering with the business of the borrowers except under the terms and conditions of the loan agreement (unless new information, not disclosed earlier, by the borrower has come to our notice). b) For loan recovery, we shall follow procedures as laid down in the internal guidelines, policies and provisions while observing due process of law.

8. Grievance Redressal:

a) All grievances shall be heard and escalated to a higher level in case not resolved to the satisfaction of the client b) In case of any complaint/grievance, the borrowers may contact: (0484) 2796 297 / 298 / 333 c) All outstanding grievances shall be reviewed periodically.



(Signature)

(Date)

(Place)

Master Financing Agreement

This Agreement is made at **Kochi** on this the ___ day of _____ 20__

Between

M/s. JRG FINCORP LTD. having its registered office at XXXVI-203, J J Complex, Diary Methanam Road, Edappally, Kochi-682024 represented by its authorized signatory (hereinafter referred to as the "Financier {which term shall wherever the context so permits, includes its successors and assigns) on the first part.

And

Mr./Mrs./M/s _____ an individual, aged _____ Yrs. /firm/company having residence/ Office at _____ (address) (hereinafter referred to as 'the borrower', which expression shall include His's / her's / its's heir's successors and assigns.) on the second part.

WHEREAS

1. The Financier is a Registered Non-Banking Financial Company providing Loans and Advances and is interalia advancing money as Loan/ Cash Credit against the security of commodities which are available for trading in the major Commodity Exchanges by pledge of Demat or Physical Warehouse Receipts, D.P holding, against their sales backed by delivery in Commodities Futures trading and against the Warehouse receipts of the purchased commodities.

2. The Commodities which are not listed in the commodity exchange also shall be considered for pledge, however the warehouse receipt shall be issued by Warehouse Service Provider like NCML, Star agri , NBHC, CWC, SWC etc.

3. The borrower has requested the Financier to provide a credit facility against one among the following or any of the following.

a. Against the Pledge of commodities for equivalent or more quantity and the warehouse receipt/of which are in physical/dematerialized mode and pledged to the financier as per the depository rules/common law.

b. Against Pledge of warehouse receipt/s Comtrack holding of commodities owned and possessed by the Borrower.

4. The parties herein undertake, agree and acknowledge that the said Credit Facility shall be subject to and bound by the following terms and conditions:

The borrower shall submit duly filled up application form in the format prescribed by the Financier specifying the mode of security against which he wishes to avail the credit facility, which shall be approved or rejected by the Financier at it's sole and absolute discretion.

In case of Credit facility against SALE

- The maximum loan that can be availed shall be as per the Terms of Sanction.
- The amount payable as loan from time to time to the borrower by the financier shall be decided by the financier considering the request made by the borrower from time to time and taking into account the value of the security offered by way of pledge/provided by the borrower when such request is made, credibility of the borrower and other various relevant aspects that the financier thinks fit. The borrower can avail loan from the financier after paying off the loan initially received by the borrower or even before paying off the said amount initially received , but every time, when fresh amount is disbursed, the same shall be as per the terms and conditions specifically agreed between the financier and the borrower as per the "Schedule of Terms" signed by the parties in that regard and the terms and conditions specified in this agreement will "mutatis mutandis" will apply to those loan amount disbursed every time to the borrower by the financier. The borrower hereby agrees to this arrangement and shall submit the relevant documents such as duly endorsed ware house receipts with Schedule of Commodities/ Supplementary Schedule of Commodities to be pledged, Contract Notes in relation to the sales of the commodities along with schedule of sales contracts, pledged with financier and on submitting the duly endorsed ware house receipts with Schedule of Commodities/ Supplementary Schedule of Commodities to be pledged the commodities with respect to those documents shall stand pledged with the Financier.
- The financier shall not be, under this agreement, bound to make advance to the borrower exceeding the agreed amount from time to time between the parties in that regard . However, in case the financier makes further advance that exceeds the said agreed amount for any reason, obligations, Warehouse charges or taxes, the borrower shall pay on demand the entire amount that may be due to the Financier. The financier shall be entitled to realize the amount due from the borrower from the commodity pledged subsequently as per the warehouse receipts, ISINs etc.

In Case of Credit facility against PURCHASE/EXISTING COMMODITIES:

5. In consideration of the Financier allowing or agreeing to allow an advance by way of a credit facility against the Pledge of such Warehouse receipts that are held in physical/dematerialized form, the Borrower hereby agree to pledge/create pledge of the warehouse receipts detailed in the schedule hereunder/or in a supplemental list submitted from time to time, in favor of the Financier.



The goods covered by the Pledge physical/demat warehouse receipts are to operate as continuing security in favor of the Financier. The borrower hereby agrees that the Financier shall be entitled to invoke pledge at its absolute discretion at any point of time **after giving prior intimation to the borrower**. The amount payable as loan from time to time to the borrower by the financier shall be decided by the financier considering the request made by the borrower from time to time and taking into account the value of the security offered by way of pledge/provided by the borrower when such request is made, credibility of the borrower and other various relevant aspects that the financier thinks fit. The borrower can avail loan from the financier after paying off the loan initially received by the borrower or even before paying off the said amount initially received , but every time, when fresh amount is disbursed, the same shall be as per the terms and conditions specifically agreed between the financier and the borrower as per the "Schedule of Terms" signed by the parties in that regard and the terms and conditions specified in this agreement will "mutatis mutandis" will apply to those loan amount disbursed every time to the borrower by the financier. The borrower hereby agrees to this arrangement and shall submit the relevant documents such as duly endorsed ware house receipts with Schedule of Commodities/ Supplementary Schedule of Commodities to be pledged, or Contract Notes in relation to the purchase of the commodities and the Schedule of Contract/ supplementary schedule of Contracts and schedule of commodities/supplementary schedule of commodities thereof to be pledged with financier as the case may be and on submitting those documents, the commodities covered by those documents shall stand pledged with the Financier.

6. The Borrower hereby certify that the Borrower is the lawful owner of the goods covered by the warehouse Receipts detailed in the schedule and that the said goods are held at Borrowers' disposal. Borrower undertakes not to obtain delivery of the said goods by any means whatsoever so long as the credit facility is pending.

Borrower also certify that the warehouse rent , charges, insurance premium and other charges in respect of The goods have been paid and no outstanding charges are due. Borrower agree to pay the future rent/Insurance premium, pledge charges and other charges and that in case the Borrower fails to do so , the Financier may without any obligation to do so, pay the said charges and debit the Borrower's account. The validity of the warehouse receipt shall be such as to be good delivery as per Exchange rules of Settlement and delivery.

7. In the event of loss or damage to goods, total or partial, by fire, earthquake, riots, theft, flood or for another reason, the proceeds from Insurance claims shall be directly paid to the Financier and the borrower shall not make claim to receive the payments in his name. The borrower shall readily execute any papers/documents relating to making the insurance claim to receive compensation as above.

General Conditions:

- The quantum of credit amount to be sanctioned and the **tenure of the facility** shall be at the absolute Discretion of the Financier. The Financier shall be at liberty to close and discontinue the said credit Facility and demand payment from the Borrower at their discretion and without assigning any reason. The Borrower hereby agrees to the same.
- The Borrower hereby undertakes and agrees to act as per the instructions of the Financier in matters relating to payment of Principal sum and interest accrued and charges thereon without demur or delay.
- The FINANCIER may, at its absolute discretion, release part of the pledged commodity to the BORROWER and such partial release or accepting of additional pledge of commodities or invocation Of pledge shall not in any way affect the holding of the remaining commodities by the FINANCIER and The rights and liabilities created by these presents.
- The Borrower undertakes that the said pledged commodities would be continuing security to the Financier for all monies which are due from the borrower, and that the said commodities are its Absolute lawful property, free from any charge. The Borrower further undertakes to keep them as such during the time the said commodities are pledged with the Financier.
- The Borrower agrees that he shall not seek duplicates of the warehouse receipts from the respective warehouses or stop the transfer thereof to the name of the Financier or its nominee.
- The Financier shall be entitled to sell, assign or transfer the Financier's rights and obligations under the agreement to any person(s) of Financier's choice in whole or in part and in such manner and or in part and in such manner and or such terms as the Financier may decide. Any such sale, assignment or transfer shall conclusively bind the borrower. The Borrower shall not be entitled to directly or indirectly assign the benefit or obligation of this Agreement.



- For giving effect to these presents the Borrower hereby constitute and appoint the Financier as its Attorney in its name and on its behalf to execute and do all such other acts and things in connection with the pledge of the Pledged Goods and/or the enforcement/sale thereof as may be required by the Financier and also to do all such other acts and things for giving effect to the provisions hereof, and powers reserved to the Financier hereunder. The Borrower hereby agree and undertake to ratify and confirm all and whatsoever the Financier shall lawfully do or cause to be done by virtue of this clause.
- The Borrower shall pay interest at the rate as agreed in the Terms of Sanction on the daily balance in the Loan account. Interest will be debited in the account of the borrower on monthly basis and is Payable on debit For non-payment of interest, the Financier has the right as its option to demand Closure of the credit facility. Interest rate on the amount availed through the credit facility and periodicity of rests shall be subject to change at the discretion of the Financier and the Borrower hereby agrees to the same. The Borrower hereby agrees to repay the said amount received with interest and other Charges accrued to the FINANCIER.
- The Borrower hereby authorize the Financier to realize the said Principal amount along with interest and other charges, if any, accrued to the Financier in advancing money by deducting from the sale proceeds, the said amounts, received by the Financier. Regarding the computation of said amounts the Financier shall be the final authority.
- For effecting Delivery or sale of the commodity, the Borrower shall have a valid Sales Tax/Product License/VAT Registration number of the state where the designated warehouse center is located And other necessary licenses and registrations for the commodity they intent to sell and/or deliver.
- The borrower shall comply with all formalities relating to relevant Sales Tax/VAT Legislation and other Applicable laws of the concerned state, as may become applicable, where the delivery is effected.
- The Borrower shall abide by and comply with the concerned Regulatory Authorities, as also the relevant amendments and modifications and the circulars issued from time to time by the Exchange and SEBI.
- The borrower undertakes to settle the credit facility within the validity period of the warehouse Receipt/DP failing which the Financier shall have the right but not the obligation to sell the pledged commodities or initiate any other appropriate action to realize the dues. All costs and expenses incurred for realization of loan shall be borne by the borrower.
- In the event of loss or damage to goods covered under this agreement, total or partial, by fire, earthquake riots, theft, flood or for any other reason, the proceeds from insurance claims shall be directly paid to Financier and the borrower shall not make claim to receive the payments in his name. The Borrower shall readily execute any papers/documents relating to making the Insurance claim to receive compensation as above.
- The Borrower undertakes to furnish any supplementary documents/endorsements as may be required by the Financier from time to time.
- If the borrower commits any act of fraud or malpractices with regard to Warehouse receipts or in the contents in the goods stored, in such event, the financier shall have the right and authority to proceed legally against the borrower and to recover the amounts financed by the financier without further notice or communication.



- Any disputes arising out of or in relation to it connected with the transactions done between the parties shall be resolved amicably by mutual discussions and if the disputes could not be settled amicably the said dispute has to be referred to a sole Arbitrator appointed by a Director of JRG FINCORP LIMITED authorized by the Board of Directors of JRG FINCORP LIMITED for that purpose and Arbitration and Conciliation Act 1996 will govern the proceedings in that regard.
- **All Notices, writings and other communications under this agreement shall be delivered by hand or through Registered Post Acknowledgment Due or through courier service or facsimile or Email to the addresses and through SMS to the Phone numbers of the parties specified in the title to this Agreement or in the address/phone number as provided in the KYC. Any change in Constitution, status, address, phone number etc. of the Borrower shall be made known to the Financier by giving notice as provided herein. The Borrower is aware of the fact that the commodities futures market is highly fluctuating and therefore the Financier may face high risk due to such fluctuations in the market. The borrower hereby agree that he shall effect all payments due to the Financier from time to time or as demanded by the Financier and on failure of the same the Financier may sell the commodities pledged after providing notice to the Borrower. In such circumstances , the borrower hereby agree that the notice provided through SMS or email, normally for 24 hours or even shorter notice considering the circumstances of each case is sufficient notice for selling the commodities pledged with the Financier, for realization of the loan amount or interest thereof or any other amount which the Financier is entitled to realize from the Borrower.**
- All parties herein agrees and acknowledges that any dispute regarding the subject matter to this agreement, Terms of Sanction and other documents executed shall be subject to the jurisdiction of the courts in Ernakulam.
- The Borrower shall indemnify the Financier for all losses that may cause to it for violation of the terms and conditions of this agreement or any of the statutory provisions or Bye-laws, rules, Regulations, Circulars etc. of the relevant regulatory authorities connected with the transactions, covered by this agreement..
- The Borrower herein can terminate this Agreement by giving 15 days notice to the other parties in writing if he had complied all the liabilities pursuant this agreement and subject to full and final settlement of the accounts.
- The financier will be free to terminate this agreement after giving 7 days notice to the borrower. Accounts shall be settled as per the normal procedure in that regard between the parties
- The settlement of accounts between the parties shall be done within 15 days of the termination of this Agreement and subject to and after the release of fund from the Exchange and after the receipt of the balance Amount, if any, outstanding from the Borrower and settlement of disputes, if any, with the Borrower And the Financier.
- The Borrower personally and his assets shall continue to be liable to JRG Fincorp Ltd. for any unsatisfied amount due to the Financier under this agreement and shall repay the same with 20% Interest.
- The borrower and co obligants hereby authorize the financier to borrow money, at its discretion, from any Banks, Non Banking financial Companies, or Financial institutions of its choice by pledging, assigning or creating further charge on the warehouse receipts pledged by the borrower and co- obligants to the financier under this agreement and such pledge assignment or charge by Financier shall be binding on the borrowers and co obligants.
- In the event of loss or damage to goods, total or partial, by fire, earthquake, riots, theft, flood or for any other reason, the processes from insurance claims shall be directly paid to the Financier and the borrower shall not make claim to receive it payments in his name. The borrower shall readily execute any papers/documents relating to making the Insurance claim to received compensation as above.
- The Terms of Sanction forms an integral part of this agreement and failure to comply with the terms shall be deemed as Breach of contract and the consequences of breach shall apply



FORCEMAJURE

- Financier shall not be liable to the Borrower for any act or omission or delay if the same is caused by an Act of God, with riots, fire, civil commotion, strikes, sabotage or any other similar reasons beyond it's control.
- Notwithstanding anything contained in this Agreement, Financier shall have the sole right and discretion to amend, modify supplement any of the terms and conditions of this Agreement at any time. Financier hereby undertakes that such changes shall communicate to all parties to this Agreement in writing from time to time.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SIGNED THIS AGREEMENT ON THE DATES MENTIONED AGAIN THEIR

RESPECTIVE SIGNATURES IN THE PRESENCE OF THE WITNESSES.

M/S JRG FINCORP. LTD.

Represented by its Authorized Signatory

Sd/-

-

Borrower Name _____



.....

Address _____

Witnesses

Sd/-

1.

2..

Schedule of Commodity

Ware House Receipt No/ ISIN No.	Place	Description	Quantity Issue Date	Exp. Date

Schedule of Sales Contract

Date	Contract Note No.	Description	Quantity

Date _____



.....

Signature

PROMISSORY NOTE

Place:
Rs. _____

To,
The Manager,
JRG FINCORP. LTD.
XXXVI-203, JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY, KOCHI-682014

Date:

Dear Sir,

ON DEMAND I/We _____

Unconditionally promise to pay JRG FINCORP LTD. Or order at its office mentioned above, the sum

Of Rs. _____ (Rupees _____)

Yours faithfully



.....
BORROWER/S

TAKE DELIVERY LETTER

PLACE: _____

DATE : _____

To

The Manager,
JRG FINCORP. LTD.
XXXVI-203, JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY, KOCHI-682014

Dear Sir,

I/We request you to take delivery of the Demand Promissory Note Dated _____ for

Rs _____ (Rs _____) duly
executed by me / us in your favour for which consideration has been received by me/us.

I/We waive notice of dishonor in terms section 98(a) of Negotiable Instruments Act, 1881 and in the event of non-payment on demand, the JRG FINCORP LTD. is at liberty to give time for Payment to any of us without discharging the order from liability.

It is also specifically understood that payment made or acknowledgment given by any one or more of us shall be binding on all of us jointly and/ or severally and that said payment made and acknowledgment given by one or more of us shall bind all of us jointly and/or severally for the purpose of limitations.

Yours faithfully



.....

PDC DECLARATION

**M/S. JRG FINCORP. LTD.
XXXVI-203,JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY,KOCHI-682014**

Dear sirs,

Re: Loan Agreement dated _____/Guarantee dated _____

I/We refer to the captioned Agreement/Guarantee executed by me/us in respect of the facility (ies) lent and advance/agreed to be lent and advanced to us. Pursuant to the said Agreement/Guarantee, I/We have agreed to secure my/our obligations there under by providing you postdated cheque(s).

I/We are aware that in the case of default, JRG FINCORP LTD. would recover all amounts payable by us by presenting the said post-dated cheque(s).

I/We enclose herewith cheque(s) of the details provided in the annexure of this letter.

Branch in your favor, duly signed by me/us to secure the repayment/payment of all amounts under the aforesaid Agreement/Guarantee. I/We hereby specifically and irrevocably agree and confirm that in the event of any default by me/us under there under, you shall have full authority to deposit the Post Dated Cheques and present the same for Payment, and I/We accordingly authorize you to present the aforesaid cheque(s) after filling in the details of the amounts due to you. I/We agree and undertake to ensure that the said cheque(s) shall be honored on such encashment by you. I/We are also fully aware that as per the procedure of law, JRG FINCORP LTD. shall have the power and authority to initiate appropriate legal action against us in the event of dishonor of the post-dated cheques by the payee bank.

I/we hereby further agree with and undertake to that I/We shall-

- a) at all times maintain a sufficient balance in the Bank Account for which post-dated Cheques have been drawn in your favor.
- b) not close the Bank account without your prior permission.
- c) open a new Bank account, if so approved by you, and shall accordingly replace the existing post-dated cheques with new post-dated cheques drawn on the Bank with whom the new Account will be maintained.
- d) replace/revalidate the existing post-dated cheques in the event that they are beyond the validity period of the same.
- e) not issue Stop payment instructions to the Bank during the currency of the facility(ies) to the Borrower(s) or until such time that the said Facility has been repaid in full and to your satisfaction.
- f) ensure that the said post-dated cheques are drawn as per the procedure prescribe by law and shall ensure that they suffer from no material defects that may cause any impediment to you at the time of presenting the same for payment and keep you informed of any change in our address.

We agree that any breach or default in complying with all or any of the aforesaid undertaking(s)/confirmation will constitute an event of default under the said facility (ies) And/or the Agreement/Guarantee. We are aware that it is on the faith of our aforesaid Undertakings that you have agreed to lend and advance to lend and advance the said facility (ies) to us.

(PDC Declaration)

Sl. no	Cheque Number	Bank	In favour of
1			
2			
3			
4			
5			
6			
7			
8			

Date: _____

Signature:  _____

LETTER OF CONTINUITY

Date.....

To,
The Manager
JRG FINCORP LTD
XXXVI-203, JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY, KOCHI-682014

Dear Sirs,
With reference to the arrangement _____

Account ,with you in the name/s of _____
of _____

up to Rs _____

(Rupees _____)

against the security of Demand Promissory Note for the amount signed by me and held by you or which may be lodged by ma/us hereafter.

I/ We hereby place on the record the fact that the said Demand Promissory Note is to be treated as continuing security even if the account runs

Into credit is reduced or is extinguished at any time or from time to time our liabilities to JRG FINCORP LIMITED which may subsequently arise.

Yours faithfully.



BORROWER/S

TRUST RECEIPT

Received, upon the trust herein after mentioned, from JRG FINCORP. LTD, XXXVI-203, J J Complex, Diary Methanam Road, Edappally, Kochi-682024, the following goods and merchandise, The property of the said company.

Table with 4 columns: Date, Merchandise, Qty, Value

and in the consideration there of ,I/We hereby agree to hold the said goods in trust for the said company, and as its property, without authority to make any other disposition whatever of the said goods or any part thereof (or the proceeds thereof) either by way of conditional sale pledge or otherwise.

I/We agree to keep the said goods insured to their full value against fire, the sum insured to be payable in cause of loss to the said Company.

I/We further agree that no failure or omission on my/our part to carry out fully and of the provisions of this or any similar receipt or agreement, or of the agreement, under which JRG FINCORP. LTD, extended credit facilities to me/us, under which the said goods were purchased, shall be deemed to be a waiver by JRG FINCORP LTD, of any of its rights or remedies under either or the said papers, unless the said waiver shall be in writing endorsed hereon and is signed by JRG FINCORP LTD.

JRG FINCORP.LTD, may at any time cancel this trust and take possession of the said goods or the proceeds of such of the same as may then have been sold , wherever the said goods or proceeds may then be found; and in event of any suspension or failure. or assignment for the benefit of creditors, on my/our part or filling of any petition in bankruptcy by or against me/us ,or of the non-fulfilment or any obligations or of the non-payment made by me/us under the said credit or under any other credit issues by JRG FINCORP. Ladson my/our account or of any indebtedness on my/our part to the said company all obligations, acceptance, indebtedness and liabilities whatsoever shall be upon (with or without notice) mature and become due and payable.

Signature

Date _____

Signature

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS

SHALL COME, I/WE _____ age _____ adult, occupation _____,
residing at _____

WHEREAS I/we, are storing these agriculture products / goods in the Warehouse till they are sold, who issues Warehouse Receipts in our favor.

AND WHEREAS we have requested JRG Fincorp Ltd, XXXVI-203, J J Complex, Diary Methanam Road, Edappally, Kochi- 017(JFL) a registered Non-Banking financial Company providing Loans and Advances and its interalia advancing money as Loan/Cash Credit against the security of commodities which are available for trading in the major Commodity Exchanges, to allow us to sanction Loan/Cash Credit against such warehouse receipts


AND WHEREAS we endorse on the Warehouse Receipts to the effect that the goods stored under such Warehouse Receipts should be handed over to JFL

AND WHEREAS for purpose of enabling JFL, to collect and receive such goods stored under the said Warehouse Receipts, we are desirous of executing in favor of JFL L an irrevocable Power of Attorney in the manner hereinafter contained but which, as we hereby declare, the JFL L shall be under no obligation or duty to exercise:

NOW THESE PRESENTS WITNESSTH that I/We _____ do hereby appoint JFL, my / our true and lawful Attorney for me/us and in my/our name to do all the following acts and things or any of them that is to say,

5. To demand and receive from the Warehouse Keeper both private and public limited, body corporate etc., the goods/agriculture products by producing the Warehouse Receipts and/or comply with the requirements/formalities of warehouse receipts to receive the goods to exercise all powers and rights under all or any of the contracts between ourselves and the said Warehouse Keeper etc. in respect of the Warehouse Receipts;
6. Upon receipt of the goods upon any such Warehouse Receipt/s from time to time to make and give receipts, releases and other proper and sufficient discharges and acquaintances for the same respectively;
7. To sell the goods covered under the Warehouse Receipt/s before or after taking delivery of the goods to any other person and to realize and appropriate the proceeds towards the dues payable by me/us/borrower.
8. Upon receipt of the goods from Warehouse Keeper to store it at any other place and to incur expenses/cost and charges to take care and custody of the goods;
9. To make the payment of charges of Warehouse Keeper for storing goods or incidental thereto;
10. Endorse/transfer the Warehouse Receipt/s in favor of any other person for consideration or as agent;
11. From time to time substitute and appoint one or more attorney or attorneys under it for all or any of the purposes aforesaid and at its pleasure to displace or remove him or them as it shall see occasion or think fit;
12. AND we hereby declare the Power of Attorney hereby conferred to be irrevocable as long as any credit facilities granted against such Warehouse Receipt/s are not fully repaid by the borrower/me/us.
13. The JFL being an incorporated body through its persons authorized by the company may exercise all or any of the powers, authorities and discretion conferred hereby upon the company and may further delegate all or any of the same to such officers or other persons and on such terms and conditions as the company or any constituted attorney or any other person appointed by it with power to delegate as it may see fit and accordingly all deeds and document executed and acts performed by such persons shall be binding on me/ us.
14. AND I/we hereby agree from time to time and at all times hereafter to ratify and confirm whatsoever the Attorney or its lawful attorney or attorneys to be appointed as aforesaid shall lawfully do or cause to be done in and concerning the premises by virtue of this Power of Attorney

IN WITNESS WHEREOF I / WE, M/s _____ have hereunto set out hands this _____ day of _____ 20 _____

Signed and delivered by within named borrower/s 

Signed before

us Witness 1.

2.

To ,

The Manager,
JRG FINCORP LTD
XXXVI-203, JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY, KOCHI-682014

Pledge of Ware House Receipts

Dear Sir,

We thank you for extending us a loan of Rs _____ (Rupees _____

_____ only) against the security of goods covered by the following Ware House Receipts. We authorize you to hold the Ware House Receipts under pledge until the said loan is repaid by us in full with interest and costs.

SI No.	WH Receipt No	Commodity	Workplace	Expedite

Place.....



Date _____

.....
Signature

To ,

The Manager,
_____ Ware House

Dear Sir,

Request for Marking Lien

We Have availed a loan of Rs _____ (Rupees _____

_____ only) from M/s JRG FINCORP LTD against the security of goods covered by the following Ware House Receipts. We request you to MARK LIEN in favour of JRG FINCORP LTD on the Ware House receipts.

SI No.	WH Receipt No	Commodity	Workplace	Expedite

Place.....



Date _____

.....
Signature

APPLICATION FORM
Application for Loan Pledge of Warehouse Receipts

To,

The Manager,
JRG FINCORP LTD
XXXVI-203, JJ COMPLEX, DIARY METHANAM ROAD
EDAPPALLY, KOCHI-682014

Dear Sir,

I / We, _____ hereby apply for loan of Rs _____ (Rupees
_____) against the pledge of goods covered by Warehouse
receipts detailed herein.

Particulars of warehouse receipts

slink	WHR Name	Receipt no.	Commodity	Qty	Valid Date	Expedite

Particulars of Sale receipts

I / We hereby

- 1) declare that the goods are our absolute lawful property and that there are no subsisting charges on the goods and that the goods shall be retained as such during the period of the loan.
- 2) authorize you to borrow monies from bank or other financial institutions by pledging these warehouse receipts if required.
- 3) declare that we are not defaulter(s) to any Bank/Financial Institution and undertake to abide by the terms and conditions stipulate in the agreements executed by us.
- 4) undertake to arrange for revalidation of ware house receipts and to repay the loan by selling at the commodity exchange or by paying cash within the validity period of the Warehouse Receipts failing which you shall have the right to sell the pledged stocks to adjust dues from us including interest and incidental charges.
- 5) pledge the warehouse receipts and request you to release the Loan by Cheque / Demand Draft in our favour payable at.....
or by RTGS credit to our account No.....
With..... Bank having RTGS code NO.....

Place.....

Date.....




.....

signature

Annexure - NCDEX Commodity Deposits - Revalidation Form

We hereby request you to arrange for the re-validation of the commodity deposit held by us under following details:

Warehouse Name			
DPID			
Client ID			
ISIN		Expired on	
Commodity name			
Grade			
Qty in units (MT)			
Assayer Ref No. and remarks (to be filled in by warehouse after re-testing)			

Signature of beneficiary/ies: 1.  _____
2. _____

Date:

(The beneficiary who wants to re-validate the commodity shall contact the assayer for testing the commodity in consultation with the warehouse. All costs/charges /expenses etc. in this connection shall be borne by the beneficiary/ies themselves.

Please note that the credit will be given to the same Client Id/ DP Id combination for which re-validation request is received.)

Warehouse Acknowledgement

Received request for re-validation of the commodity _____ for _____ MT held under ISIN code _____ credited in client Id: _____ with DP Id _____.

Authorized signatory:
Warehouse Name:

Date:

