

Online ☐
Offline ☐

Form No.



Buying Gold/Silver
made easy



Welcome to Vishwas

Registration Kit (Vishwas Commodities Pvt. Ltd.)	
For : <input type="checkbox"/> Individual <input type="checkbox"/> Corporate <input type="checkbox"/> HUF <input type="checkbox"/> Proprietorship Firm <input type="checkbox"/> Others	
Branch Code	
Branch Name	
Client Code	
Client Name	
RM Name	
RM Code	

A. CHECK LIST- INDIVIDUAL/HUF/MINOR/PROPRIETORSHIP FIRM

Documents	Identity	Address	Signature	Bank Proof
<input type="checkbox"/> PAN card with signature	Yes	No	Yes	No
<input type="checkbox"/> Passport (Clear copy of Name, Address & Photo)	Yes	Yes	Yes	No
<input type="checkbox"/> Driving License (Clear copy of Name, Address & Photo)	Yes	Yes	Yes	No
<input type="checkbox"/> Voter's Identity card (Both Front and Back)	Yes	Yes	Yes	No
<input type="checkbox"/> Ration card	No	Yes	Yes	No
<input type="checkbox"/> Bank Passbook/Banks Statement	Yes	Yes	Yes	Yes
<input type="checkbox"/> Name printed Cheque leaf along with bank Statement or bank Passbook	Yes	No	Yes	Yes
<input type="checkbox"/> Rent Agreement	Yes	No	Yes	No
<input type="checkbox"/> Electricity, Water, Landline Telephone Bill (Not more than 2 months old)	Yes	Yes	Yes	No

B. COMPANIES / PARTNERSHIP FIRMS / OTHERS

Compulsory Documentary requirements for company, firms and other	Corporate and Body Incorporate	Partnership Firm
Compulsory Requirement		
<input type="checkbox"/> Pan Card of Company / Firm / Partners/Directors	Yes	Yes
<input type="checkbox"/> Certified copy of financial statements (Balance sheet Profit & Loss account for three years)	Yes	Yes
<input type="checkbox"/> Last three IT return (Partnership firm and Companies)	Yes	Yes
<input type="checkbox"/> Networth Certificate duly certified by Chartered Accountant	Yes	Yes
<input type="checkbox"/> Verified copy of Address proof (Agreement of Sale/Leave and Licence Agreement Bank Statement/Electricity & Telephone bill and any document registered with registrar of companies)	Yes	Yes
<input type="checkbox"/> Cancelled cheque leaf/Bank statement with name and A/c no. printed (of partners/directors also)	Yes	Yes
<input type="checkbox"/> Certified copy of latest shareholding pattern including those holding 5% or more in the share capital of the company/List of Director	Yes	NA
<input type="checkbox"/> Certified copy of MOA and AOA Partnership deed in case of Firm	Yes	Yes
<input type="checkbox"/> Certified copy of resolution of board of directors approving trading commodity and naming authorized persons for dealing in commodities	Yes	NA
<input type="checkbox"/> Partnership deed along with list of partners duly certified	NA	Yes
<input type="checkbox"/> Form 32 along with ROC receipt in case of change in Director	Yes	NA
<input type="checkbox"/> Form 18 along with ROC receipt in case of address change of the company	Yes	NA
<input type="checkbox"/> A passport size photograph of all the Authorized officials/Authorized partners	Yes	Yes

C. OTHER REQUIREMENTS

- | | |
|--|--|
| <p>a. HUF</p> <ul style="list-style-type: none"> — All documents as per Common list for both of HUF and its Karta. — Undertaking letter signed by two Coparceners. — Recent Passport size Photo of Karta of HUF — Rubber stamp of HUF required on every sign of Karta. <p>b. PROPRIETORSHIP FIRM</p> <ul style="list-style-type: none"> — All documents as per Common for Proprietor. — Recent Passport size Photo of Proprietor. — Rubber stamp of firm required on every sign of Proprietor. — Declaration on letter of the firm as per annexure attached. | <ul style="list-style-type: none"> — DMAT account will be in the name of proprietor only. — Proprietor name and relation verification on letterhead of bank by the Banker. — Certified copy of Balance sheet/Annual accounts for Last two years. — Latest Income tax return copy of Proprietor. <p>c. MINOR</p> <ul style="list-style-type: none"> — All documents as per Common list for both Minor and his/her Guardian. — Undertaking letter signed by the Guardian. — Recent Passport size Photo of both Minor and Guardian. |
|--|--|

IMPORTANT INSTRUCTIONS

- a. Please fill up the form in CAPITAL LETTERS.
- b. Please write your name as it appears in PAN/Bank proof in your documents. In case of any mismatch Declaration required.
- c. Form should be completed in all respects in open Handwriting by client only.
- d. Name, Address & Signature of witness on agreement part.
- e. Verification stamp with signature, name & date on the documents collected.
- f. If any of above proof is in language other than Hindi and English, Notarized copy for the same will only be accepted.
- g. Copy of Documentary evidence for address and identity proof of introducer.
- h. The information given above would be kept confidential.
- i. Pin code is compulsory in the address detail.
- j. Clients trading through any of SPOT Exchange, and willing to take DELIVERY must have a DEMAT Account in their name.
- k. It is MANDATORY to provide at least one E-mail ID and Mobile No.

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines and other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted along with other statutory approvals required for investment in commodities.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI):- List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to

Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA):- List of documents admissible as Proof of Address:

(Note: Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/ Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

D. Exemptions to PAN

(Note: Sufficient documentary evidence in support of such claims to be collected.)

1. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the State of Sikkim (subject to the continued exemption granted by Government).

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. • Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. • Copies of the Memorandum and Articles of Association and certificate of incorporation. • Copy of the Board Resolution for investment in commodity market. • Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures.
Partnership firm	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered partnership firms only). • Copy of partnership deed. • Authorised signatories list with specimen signatures. • Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered trust only). • Copy of Trust deed. • List of trustees certified by managing trustees/CA. • Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none"> • PAN of HUF. • Deed of declaration of HUF & List of coparceners. • Bank pass-book/bank statement in the name of HUF. • Photograph, POI, POA, PAN of Karta.
Government Bodies	<ul style="list-style-type: none"> • Self-certification on letterhead. • Authorized signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none"> • Copy of Registration Certificate under Societies Registration Act. • List of Managing Committee members. • Committee resolution for persons authorised to act as authorised signatories with specimen signatures. • True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

Dear Customer,

Welcome to VISHWAS GROUP

We look forward to your becoming one of our client. We request you to complete the relevant set of documents/the Member-client agreement and submit the required legible and self attested documents as required to open trading account with us.

It shall be our endeavour as always to provide you truly satisfying services.

SET OF ACCOUNT OPENING DOCUMENT

Vishwas Commodities Private Limited

Registered & Correspondence office address: 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Tel No: 011-47115501 to 5530: Fax No: 011 28112661

Web site: www.vishwasfincap.com : email: vishwas@vishwasfincap.com

Compliance officer: Ms. Ruchi Verma, Mobile: 9810600769, Email: rverma@vishwasfincap.com

CEO: Mr. Naresh Kumar Rana, Mobile: 9810066130 email: naresh@vishwasfincap.com

Member of Multi Commodity Exchange of India Limited (MCX): FMC Code: MCX/TCM/CORP/1055

Member Code (40940)

Member of National Spot Exchange Ltd: Member Code - NSEL 13270

S.No.	Document Description	Page No.
	MANDATORY DOCUMENT	
(i)	KYC (Account Opening) Application Form (Annexure - 1)	4-11
(ii)	Uniform Risk Disclosure Document (RDD) (Annexure - 2)	12-14
(iii)	Rights & Obligations of Members, Authorized Persons & Clients (Annexure - 3)	15-18
(iv)	Do's and Don'ts for the Investors (Annexure - 4)	19-20
(v)	Annexure - A / B / C	21-23
(vi)	Appendix - A	24
(vii)	Member Client Agreement NSEL	25-26
	NON-MANDATORY DOCUMENT	
(viii)	Letter of Authority	27
(ix)	Request for Trading in Commodity forward Contracts/Commodity Derivatives on all Exchanges	28
(x)	Adjustment in Different Exchanges/Accounts	30
(xi)	Declaration by the User	30
(xii)	Client Defaulter Declaration	31
(xiii)	Mobile declaration	31
(xiv)	Banker's Verification	32
(xv)	Declaration by Firm (Sole Proprietorship)	32
(xvi)	Declaration by Partnership	33
(xvii)	Specimen of Resolution	34
(xviii)	Acknowledgment	35

For any grievance/dispute please contact member Vishwas Commodities Private Limited at the above address or email id- Vishwas@vishwasfincap.com and Phone no. 91-011 47115501 to 5530. In case not satisfied with the response, please contact the concerned exchange(s) at grievance@mcxindia.com and Phone no. 91-022 67318888.

BROKERAGE STRUCTURE


	Percentage	Minimum Paisa	Minimum Per Transaction
Square off same day	<input type="text"/>	<input type="text"/>	<input type="text"/>
Square off another day	<input type="text"/>	<input type="text"/>	<input type="text"/>
Delivery	<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTE:

1. Transaction charges as per Exchange
2. Stamp duty will be levied as per local laws.
3. Service tax as per Service Tax Act.
4. For Contract Notes in Digital format client to provide Appendix-A.
5. Charges/service standards are subject to revision at sole discretion of Vishwas Commodities Pvt. Ltd.
6. Charge Quoted above are for the services listed. Any service not quoted above will be charged separately.
7. Management reserves the right to freeze, discontinue or suspend any account if required.
8. A charge of Rs. 25/- per contract note will be levied for physical contract note if the client has already opted for digital contract note, as minimum processing fee.

I/We _____

have read the above given information and agree to pay the same

Signature of the Client : (1) 

(i) KNOW YOUR CLIENT (KYC) APPLICATION FORM

Annexure – 1

For Individuals

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH
Please affix your
recent passport size
photograph and
sign across it

A. IDENTITY DETAILS

1. Name of the Applicant: _____
2. Father's/Spouse Name: _____
3. a. Gender: (Male/ Female) _____
b. Marital status: (Single/ Married) _____
c. Date of birth: (dd/mm/yyyy) _____
4. a. Nationality: _____
b. Status: Resident Individual / Non Resident / Foreign National _____
(If Non Resident / Foreign National, self-certified copy of statutory approval obtained must be attached)
5. a. PAN: _____
b. Unique Identification Number (UID)/ Aadhaar, if available: _____
c. Any other additional proof of identity: _____

B. ADDRESS DETAILS

(Proof of address must be different from the proof of identity submitted).

1. Address for correspondence: _____
City/ district /village: _____ Pin Code: _____ State: _____ Country: _____
2. Contact Details: Tel. (Off.)# _____ Tel. (Res.)# _____ Mobile No.: _____
Fax: _____ Email id: _____
3. Specify the proof of address submitted for correspondence address: _____
4. Permanent Address (if different from above): _____
City/ district /village: _____ Pin Code: _____ State: _____ Country: _____
Tel. (Res.)# _____ Mobile No.: _____ Fax: _____ Email id: _____
5. Specify the proof of address submitted for permanent address, if any: _____
1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / >25 Lacs
or
Net-worth as on (date) _____ (_____) (Net worth should not be older than 1 year)
2. Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Service/Business/ Professional/
Farmer/ Others (Specify) _____
3. Please tick, as applicable: 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)

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.

If you have a landline connection, kindly provide the same

E. DEPOSITORY ACCOUNT(S) DETAILS, if available

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

Note: Provide a copy of either Demat Master or a recent holding statement issued by DP bearing name of the client.

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	MCX		
2	NSEL		
3			

[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

_____ Years in Commodities

_____ Years in other investment related fields

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

Local Sales Tax State Registration No. : _____

Validity Date _____

Name of the State _____

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. : _____

Name of the State _____

Validity Date _____

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: _____

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: _____

Registered office address: _____

_____ Ph: _____ Fax: _____

Email: _____ Website: _____

Client Code: _____

Details of disputes/dues pending from/to such Member/AP: _____

L. INTRODUCER DETAILS (optional)

Name of the Introducer: _____

(Surname)

(Name)

(Middle Name)

Status of the Introducer: Authorized Person/Existing Client/Others, please specify _____

Address and phone no. of the Introducer: _____

Signature of the Introducer _____

M. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id [Yes / No] : _____

{If yes then please fill in Appendix-A}

N. NOMINATION DETAILS

I/We wish to nominate I/ We do not wish to nominate _____

Name of the Nominee: _____ Relationship with the Nominee: _____

PAN of Nominee: _____ Date of Birth of Nominee: _____

Address and phone no. of the Nominee: _____

If Nominee is a minor, details of guardian:

Name of guardian: _____

Address and phone no. of Guardian: _____

Signature of guardian _____

WITNESSES (Only applicable in case the account holder has made nomination)

Name _____ Name _____

Signature _____ Signature _____

Address _____ Address _____

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.

Place _____

Date _____

Signature of Client

FOR OFFICE USE ONLY

UCC Code allotted to the Client: _____

	Documents verified with Originals
Name of the Employee	
Employee Code	
Designation of the employee	
Date	
Signature	

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 Dont's' 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 _____

Signature of the Authorised Signatory

Seal/Stamp of the Member

For Non-Individuals

Please fill this form in **ENGLISH** and in **BLOCK LETTERS**.

A. IDENTITY DETAILS

1. Name of the Applicant: _____
2. Date of incorporation: _____ (dd/mm/yyyy) & Place of incorporation: _____
3. Date of commencement of business: _____ (dd/mm/yyyy)
4. a. PAN: _____
b. Registration No. (e.g. CIN) _____
c. Any other additional proof of identity _____
5. Status (please tick any one):
Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/HUF/LLP/ Others (please specify) _____

PHOTOGRAPH
Please affix your
recent passport size
photograph and
sign across it

(In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

B. ADDRESS DETAILS

(Proof of address must be different from the proof of identity submitted).

1. Address for correspondence: _____
City/ district /village: _____ Pin Code: _____ State: _____ Country: _____
2. Contact Details: Tel. (Off.)# _____ Tel. (Res.)# _____ Mobile No.: _____
Fax: _____ Email id: _____
3. Specify the proof of address submitted for correspondence address: _____
4. Registered Address (if different from above): _____
City/ district /village: _____ Pin Code: _____ State: _____ Country: _____
Tel. (Res.)# _____ Mobile No.: _____ Fax: _____ Email id: _____
5. Specify the proof of address submitted for permanent address, if applicable: _____

C. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / 25 Lacs-1 crore / > 1 crore
2. Net-worth as on (date) _____ (dd/mm/yyyy): _____ (*Net worth should not be older than 1 year)
3. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors

4. DIN / DPIN / UID of Promoters/Partners/LLP Partners and whole time directors:

5. Please tick, as applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/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)

If you have a landline connection, kindly provide the same

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. DEPOSITORY ACCOUNT(S) DETAILS, if available

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

Note: Provide a copy of either Demat Master or a recent holding statement issued by DP bearing name of the client.

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			

#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

_____ Years in Commodities

_____ Years in other investment related fields

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

Local Sales Tax State Registration No. : _____

Validity Date _____

Name of the State _____

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. : _____

Name of the State _____

Validity Date _____

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 or its Partners/promoters/whole time directors/authorized persons in charge during the last 3 years: _____

K. DEALINGS THROUGH OTHER MEMBERS

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

Member's / AP's Name: _____

Exchange: _____

Exchange's Registration number: _____

Concerned Member's Name with whom the AP is registered: _____

Registered office address: _____

_____ Ph: _____ Fax: _____

Email: _____ Website: _____

Client Code: _____

Details of disputes/dues pending from/to such Member/AP: _____

L. INTRODUCER DETAILS (optional)

Name of the Introducer: _____

(Surname)

(Name)

(Middle Name)

Status of the Introducer: Authorized Person/Existing Client/Others, please specify _____

Address and phone no. of the Introducer: _____

Signature of the Introducer _____

M. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id [Yes / No] : _____

{If yes then please fill in Appendix-A}

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.

Place _____

Date _____

Signature of (all) Authorized Signatory (ies)*

*Form need to be signed by all the authorized signatories.

FOR OFFICE USE ONLY

UCC Code allotted to the Client: _____

	Documents verified with Originals
Name of the Employee	
Employee Code	
Designation of the employee	
Date	
Signature	

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 Dont's' 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 _____

Signature of the Authorised Signatory

Seal/Stamp of the Member

(ii) RISK DISCLOSURE DOCUMENT

Annexure – 2

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account.

You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by FMC from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade, you should be aware of or must get acquainted with the following:-

1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in real losses.

ii. Risk of Lower Liquidity

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.
- b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

- a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to

Signature of the Client : (2) 

place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

- b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

v. Risk of News Announcements

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

vi. Risk of Rumours

- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

vii. System Risk

- a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- b. During periods of volatility, on account of market participants continuously modifying their order

quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.

- c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

- a. Trading on the Exchange is in electronic mode, based on satellite/ leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-

Effect of "Leverage" or "Gearing":

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In

Signature of the Client : (3) 

this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. Trading through Wireless Technology or any other Technology:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

4. General

i. Deposited cash and property:

You should familiarize yourself with the protections

accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

ii. Commission and other charges:

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

- iii. For rights and obligations of the Members/ Authorised Persons/ clients, please refer to Annexure 3
- iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.
- v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

Signature of the Client : (4) 

**(iii) RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS
as prescribed by FMC and Commodity Exchanges**

Annexure – 3

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
 - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
 - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-
 - i. honest market practice;
 - ii. the principle of good faith;
 - iii. the level of knowledge, experience and expertise of the Client;
 - iv. the nature and degree of risk embodied in the financial product* or financial service being availed by the Client; and
 - v. the extent of dependence of the Client on the Member.

*Commodity derivative contract

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account

opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.

11A. Protection from unfair terms in financial contracts**

- a. An unfair term of a non-negotiated contract will be void.
- b. A term is unfair if it –
 - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
 - ii. is not reasonably necessary to protect the legitimate interests of the Member.
- c. The factors to be taken into account while determining whether a term is unfair, include –
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;

**contracts offered by commodity exchanges

- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
- iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it –
 - i. is expressed in reasonably plain language that is likely to be understood by the Client;
 - ii. is legible and presented clearly; and
 - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11B.

- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
 - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
 - ii. a standard form contract.
- b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by –
 - i. an overall and substantial assessment of the financial contract; and

- ii. the substantial circumstances surrounding the financial contract
 - d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.
- 11C. a. The above does not apply to a term of a financial contract if it –
- i. defines the subject matter of the financial contract;
 - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
 - iii. is required, or expressly permitted, under any law or regulations.
- b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.
- 13A. Protection of personal information and confidentiality
- a. “Personal information” means any information that relates to a Client or allows a Client’s identity to be inferred, directly or indirectly, and includes –
 - i. name and contact information;
 - ii. biometric information, in case of individuals
 - iii. information relating to transactions in, or holdings of, financial products
 - iv. information relating to the use of financial services; or
 - v. such other information as may be specified.
- 13B. a. A Member must –
- i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
 - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
 - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
- b. A Member may disclose personal information relating to a Client to a third party only if –
- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
- 1. informs the Client in advance that the personal information may be shared with a third party; and
 - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
- c. “Third party” means any person other than the concerned Member, including a person belonging to the same group as the Member.
- 14A. Requirement of fair disclosure both initially and on continuing basis
- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
 - b. In order to constitute fair disclosure, the information must be provided –
 - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
 - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
 - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.
- 14B. a. Member must provide a Client that is availing a

financial product or financial service provided by it, with the following continuing disclosures –

- i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
 - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
 - iii. any other information that may be specified.
- b. A continuing disclosure must be made –
- i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

MARGINS

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade

is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of FMC.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/ closing-out shall be charged to and borne by the client.
24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
- a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
 - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –

- i. the Client's right to seek redress for any complaints; and
- ii. the processes followed by the Member to receive and redress complaints from its Clients.

29A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

- a. A Member must –
 - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
 - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client's interests.

- a. A member must –
 - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
 - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
 - 1. its own interests and the interests of the Client; or
 - 2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be

expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

- 31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
- 32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

- 34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.
- 35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report

errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.

38. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- 41A. Protection from unfair conduct which includes misleading conduct & abusive conduct
 - a. Unfair conduct in relation to financial products or financial services is prohibited.
 - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
 - i. misleading conduct under point 41.B
 - ii. abusive conduct under point 41.C
 - iii. such other conduct as may be specified.
- 41B. a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
 - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
 - ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether a conduct is misleading under point
- 41B. a) the following factors must be considered to be "determinative factors" –
 - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
 - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
 - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;

- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

- 41C. a) A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
 - i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered –
 - i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behaviour;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
 - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –
 - v. the right to terminate the financial contract;
 - vi. the right to switch to another financial product or another Member and
 - vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes

that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.

46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

LAW AND JURISDICTION

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.

50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
52. 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, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/FMC.
53. All additional voluntary/non mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the clients.
54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month in physical form.

Signature of the Client : (6) 

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY
PROVIDED BY MEMBERS TO CLIENT**

***(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.
Additionally, the clauses mentioned herein shall also be applicable.)***

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/-commodities trading using wireless technology as may be specified by FMC& the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member.
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/ account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/ password in any manner whatsoever.
8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

Signature of the Client : (7) 

(iv) GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS

Annexure – 4

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link <http://www.mcxindia.com/SitePages/MembersDetails.aspx> to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <http://www.mcxindia.com/SitePages/TradeVerification.aspx>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives. 21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
 - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a

Signature of the Client : (8) 

complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.

- d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned CommodityExchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC

Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/ confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange
15. Don't issue cheques in the name of Authorized Person. .

Signature of the Client : (9) 

(v) ANNEXURE A - DETAILS OF KARTA/PROP/PARTNERS/DIRECTORS/GUARDIAN/AUTHORISED PERSON

Full Name

Father's Name

Date of Birth

Designation

PHOTOGRAPH

Sign across the
Photograph

RESIDENCE DETAILS

Address

City

State

Pin Code

Telephone

Fax

E-mail

Qualification

Experience

Equity Stake

Income Tax No (PAN /GIR)

RESIDENTIAL STATUS Resident Indian/Non-Resident India / other

BANKS ACCOUNT DETAILS

Name of Bank

Branch with Address & Phone No.

Account Type

Account Nummer

Date of Opening Account

Passport No.

Place of Issue

Expiry Date

Driving License No

Ration Card No.

Voters Identity Card No.

Signature : _____

Date: _____

Name: _____

Place: _____

Signature of the Client : (10)



ANNEXURE B - DETAILS OF KARTA/PROP/PARTNERS/DIRECTORS/GUARDIAN/AUTHORISED PERSON

Full Name

Father's Name

Date of Birth

Designation

PHOTOGRAPH

Sign across the
Photograph**RESIDENCE DETAILS**

Address

City

State

Pin Code

Telephone

Fax

E-mail

Qualification

Experience

Equity Stake

Income Tax No (PAN /GIR)

RESIDENTIAL STATUS Resident Indian/Non-Resident India / other

BANK ACCOUNT DETAILS

Name of Bank

Branch with Address & Phone No.

Account Type

Account Nummer

Date of Opening Account

Passport No.

Place of Issue

Expiry Date

Driving License No

Ration Card No.

Voters Identity Card No.

Signature : _____

Date: _____

Name: _____

Place: _____

Signature of the Client : (11) 

ANNEXURE C - DETAILS OF KARTA/PROP/PARTNERS/DIRECTORS/GUARDIAN/AUTHORISED PERSON

Full Name

Father's Name

Date of Birth

Designation

PHOTOGRAPH

Sign across the
Photograph**RESIDENCE DETAILS**

Address

City

State

Pin Code

Telephone

Fax

E-mail

Qualification

Experience

Equity Stake

Income Tax No (PAN /GIR)

RESIDENTIAL STATUS Resident Indian/Non-Resident India / other

BANKS ACCOUNT DETAILS

Name of Bank

Branch with Address & Phone No.

Account Type

Account Number

Date of Opening Account

Passport No.

Place of Issue

Expiry Date

Driving License No

Ration Card No.

Voters Identity Card No.

Signature : _____

Date: _____

Name: _____

Place: _____

Signature of the Client : (12)



(vi) Appendix – A

**ELECTRONIC CONTRACT NOTE (ECN) - DECLARATION
(VOLUNTARY)**

To,

Vishwas Commodities Pvt. Ltd.
310, Nangal Raya, Jail Road,
Delhi Cantt, New Delhi - 110 026

Dear Sir,

I, _____ a client with Member
M/s Vishwas Commodities Pvt. Ltd. of MCX and NSEL undertake as follows :

- I am aware that the member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.
- I am aware that the Member has to provide electronic contract note for my convenience on my request only.
- Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
- I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
- My email id is _____. This has been created by me and not by someone else.
- I am aware that this declaration form should be in english or in any other Indian language known to me.
- This declaration is valid till 31st March _____.

[The above declaration has been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same]

(The above line must e reproduced in own handwriting of the client.)

Client Name : _____

Unique Client Code : _____

PAN : _____

Address : _____

Signature of the client

Date :

Place :

Verification of the client signature done by,
Name of the designated officer of the
Member Signature

Date:

Instructions:

- This declaration form has to be sent by the Member to the client on the email id provided by client while opening the trading account.
- The client shall, on receipt of this email, print the email as well as the declaration form.
- The hard copy of the declaration shall be filled up by the client and submitted to the Member along with a signed hard copy of the email. The Member shall acknowledge the receipt of the declaration from the client.
- The size of the font of this declaration must be at least 12.

(vii) MEMBER-CLIENT AGREEMENT - NSEL

This agreement is made at _____ this _____ day of _____ 20__ by and between VISHWAS COMMODITIES PVT. LTD. a company registered under the Companies Act. 1956 hereafter called MEMBER OF THE EXCHANGE, having its Registered office address at Wz-310, Nangal Raya, Delhi Cantt. New Delhi-110046 and _____ company/firm/individual of any other body formed and registered under the Relevant Act hereinafter called CLIENT having its registered office address at _____

Witnessed

Whereas the member is registered as MEMBER THE NATIONAL SPOT EXCHANGE LIMITED (hereinafter (NSEL).

Whereas the CLIENT is desirous of trading in those contracts admitted for dealing on NSEL as defined in the Bye - Laws, Rules and Business Rules of NSEL.

Whereas the CLIENT has satisfied himself of the capability of the MEMBER OF THE EXCHANGE to deal in those contracts admitted for dealing on the NSEL and wishes to execute his orders through him and the CLIENT shall continue to satisfy him of such capability of the MEMBER OF THE EXCHANGE before executing any orders through him.

Whereas the MEMBER OF THE EXCHANGE has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and trading objective relevant to the services to be provided.

Where as the MEMBER OF THE EXCHANGE has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of handling transactions carries out on the NSEL THE CLIENT understands the following risk disclosed by the Member and states as follows:

- A. I/We understand that the spot trading involves daily settlement. Every day the net outstanding position (Whether purchase or sale) at the end of the day shall result into compulsory delivery. I/We shall ensure that the commodities are as the contract specifications of the Exchange and within tolerance limits set out in the contract specification and such commodities are delivered at the designated warehouse of the Exchange before the scheduled pay-in-time fixed by the Exchange. I/We further understand that in case of failure on my part to deliver the specified time set the Exchange, such commodities shall be procured by the Exchange through auction procedure at my cost and risk. I/We shall be liable to make good of such losses that may be recovered from the members by the Exchange on my account.
- B. I/we understand that in case of my liability of funds

pay-in position. I shall ensure transfer of funds to the members account well before the schedule pay-in time to enable the member to meet his funds pay-in obligation on my account. I/we further understand that in case of failure on my/our part to pay /transfer funds before the scheduled pay-in date, the commodities purchased by the member on my account may be auctioned by the Exchange/sold by the Member at my cost and risk. I/We shall be liable to make good of such losses that may be recovered from/suffered by the members on my account.

- C. I/We hereby authorize the member to execute my written/verbal order purchase and sale of commodities and comply with the Sales Tax/VAT/CST related liabilities on my behalf. I/We irrevocable authorize the member to recover all the dues from my account against sales tax and other liabilities that may arise in the course of executing my orders on the Exchange platform. I further undertake that the member shall be authorized to take all actions for compliance with the VAT regulations.
- D. I/We understand that my purchase and sales positions shall be marked to market at and of the day of transaction based on the closing price of commodities. I/We shall be required to deposit the amount of loss (national) resulting from such closing price (if any). This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- E. If I/We fail to deposit the additional margin by the deadline or if an outstanding debt occurs in my account, the Member of the Exchange may liquidate a part of the whole position or substitute commodities. In this case, I/We shall be liable for any losses incurred due to such close outs.
- F. My order for purchase or sale of any commodity, may not be executed when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- G. In order to maintain market stability, the Exchange may change the margin rate, increases in th cash margin rate or others. These new measures may be applied to the existing outstanding position which are yet to be settled. In such conditions, I/we shall be required to put up additional margins against my positions.
- H. I/We shall ask my Member of the Exchange to provide the ful details of the spot contracts before I/we plan to trade i.e the contract specifications and the associated obligations.
- I. Before trade I/We shall obtain a clear explanation of all commission, fees and other charges for which I/We will be liable.
- J. The Exchange offers electronic trading facilities which are computer based systems for order-routing

Signature of the Client : (13) 

execution, matching registration or clearing of traders. As with all facilities and systems they are vulnerable to temporary disruption of failure. The execution of my orders shall be subject to limits on liability imposed by the system provider, the market the Clearing House and/or Member of the Exchange of the Exchange firms.

In view of the above I/We agree that

- 1) I/We am aware of the risk stated above and understand the trading & risks involved in the trading through the Electronic spot Exchange and am fully responsible for my dealing in this Exchange platform.
- 2) I/We shall be bound by the Bye-Laws, Rules, Business Rules, and Customs of the NATIONAL SPOT EXCHANGE LIMITED and the Clearing House of the Exchange.
- 3) I/We shall deposit monies, Warehouse Receipts or other property, which may be required to open and carry out transactions in my account with you as my agent at the capacity of the Member of NSEL and I/We being your client.
- 4) I/We shall not acting alone or in concert with other, directly or indirectly, hold and control or create excess position that what is permitted from time to time by Exchange or any other authority.
- 5) All monies, Warehouse Receipts or other property which you may hold on my account shall be held subject to a general lien for the discharge of my obligations to you under this agreement.

- 6) I/We hereby authorize you at your discretion, should you deem it necessary for your protection to buy, sell or close out any part or all the contracts held in my account with you. I/we will reimburse any or all such incidental expenses incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement the parties thereto have agreed to the terms and conditions, as follows:

1. The agreement entered into between the Member and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice of termination and the parties shall enjoy same rights and shall have obligations in respect of such transactions.
2. In the event of the death or insolvency of CLIENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodities which the CLIENT has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the CLIENT or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.
3. All trades, transactions and contracts are subject to the Rules, Bye Laws and Business Rules of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city MUMBAI for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Business Rules of the Exchange.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

Name of Client : _____

Title/Designation of Client : _____

Signature of Client : (14) 



Name and address of 1st witness (on behalf of Client):

Signature



Name _____

Address _____

Name/Trade Name of Member : VISHWAS COMMODITIES PVT. LTD.

Title/Designation of Member :

Signature of Member :

For Vishwas Commodities Pvt. Ltd.

Authorised Signatory/Director

Name and address of 2nd witness (on behalf of Vishwas):

Signature



Name _____

Address : Wz-310, Nangal Raya, Delhi Cantt., New Delhi-110046

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, so as agreed in writing between the parties

(viii) LETTER OF AUTHORITY

Client Name : _____

Date : _____

Client Code : _____

Vishwas Commodities Pvt. Ltd.

Member Multi Commodity Exchange of India Ltd, (MCX)
Member National Spot Exchange Ltd. (NSEL)
Wz-310, Nangal Raya, Delhi Cantt, New Delhi-110046

Dear Sir,

Sub.: Letter of Authority

I/We am/are dealing Commodity with you at Commodity Exchange and in order to facilitate case of operations, I/We authorize you as under.

1. I/We authorise you to setoff outstanding in any of my accounts against credits available or arising in any other accounts maintained with you irrespective of the that such credits in the accounts may pertain to transactions in Exchange and/or against the value of cash margin or other collateral provided to you by me/us.
2. I/We hereby authorise you not be provide me Order Confirmation/Modification/Cancellation Slips and Trade Confirmation Slip to a avoid unnecessary paper work. I/We shall get the required details from contracts issued by you.
3. I/We hereby authorize you to keep all the commodities which we give you in margin including the payout of commodities received, to use the commodities for meeting margin/other obligation Commodity exchange in whatever manner which may include pledging of commodities in favour of bank and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Commodity Exchange or otherwise.
4. I/We hereby authorise you to maintain a running account.
5. I/We request you to retain credit balance in any of my account and to use the idel fund towards our margin/future obligations at all the Exchanges, unless I/We instruct you otherwise.
6. I/We request you to retain/Commodity/warehouse receipt in your Demat account for my / our margin / future obligations at all the Exchanges, unless I/We instruct you to transfer the same to my / our account.
7. I/We request you to consider my / our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing/ I we am/are getting required details from contracts issued by you.
8. I/We request that you may send/despatch my/our contract notes, statement of account and any other documents through E-mail : on my designated e-mail address i.e. _____.
9. I/We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
10. I/We will inform you the change in my/our e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
11. Trading of Commodity is in Electronic Mode, based on VSAT, leased line, ISDN, Modern and VPN, combination of technologies and computer system to place and route orders.

I/We understand that there exists a possibility of communication failure or system problems or slow delayed response from systems or trading halt, of any such other problem/glitch when by not being able to establish access to the trading system/network, which may be beyond the control and may result in delay in processing buy or sell orders either in part or in full.

I/We agree that I/we shall be fully liable and responsible for any such problems/glitch.

12. I/We confirm that I/We will not sublet the trading terminal on any term of connectivity from my/our place without your prior approval.
13. I/We shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.
14. I/We agree that any loss due to any erroneous entry/erroneous modification shall be entertained only to extent of insurance received.
15. I/We agree that any MTM loss on open positions should be adjusted against the initial deposit maintained in cash by me/us with you.

Thanking you,

Your faithfully,

Signature of Client : (15) 

**(ix) REQUEST FOR TRADING IN COMMODITY FORWARD
CONTRACTS/COMMODITY DERIVATIVES ON ALL EXCHANGES**

To,

Vishwas Commodities Pvt. Ltd.

Wz-310, Nangal Raya, Delhi Cantt, New Delhi-110046

Dear Sir,

Sub.: My/Our request for trading in commodity forward contracts/commodity derivatives on All Exchanges as your client

I/We the undersigned, have taken cognizance of circular no. MCX/338/2006 dated August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX) on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertaken to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by MCX or Forward Markets Commission and such position limits will be calculated in accordance with the contents of above stated circular of all exchanges as modified from time to time.

I/We undertake to inform you and keep you informed if any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUFs/trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/commodity derivative on MCX through you or through any other member(s) of MCX, to enable you to restrict our position limit as prescribed by the above referred circular of MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on MCX/NSEL only on the basis of our above assurances and undertaking.

I/We have also taken cognizance of circular no. MCX/COMP/313/2010 dated September 3, 2010 issued by Multi Commodity Exchange of India Limited (MCX) and hereby convey my/our consent for trading in various commodities available on the exchange whether or not the value of each transaction exceeds Rs. 5 lacs in a day. It is further confirm that value of transaction in a day may exceed Rs. 5 lacs done by me/us.

Your faithfully,

Signature of Client : (16) 



Sale Proprietor/Partner/Director/Karta/Trustee

(x) ADJUSTMENT IN DIFFERENT EXCHANGES / ACCOUNTS

Client Code : _____

Date : _____

Name : _____

Address of Client : _____

To,

The Manager Accounts

Vishwas Commodities Pvt. Ltd.

Wz-310, Nangal Raya, Delhi Cantt, New Delhi-110046

Sub.: Adjustment in different Exchanges/Accounts maintained with you

Dear Sir,

I/We am/are desire to trade in commodity exchange through Vishwas Commodities Pvt. Ltd. and for this purpose I/we have executed a set of documents for trading on the Multi commodity Exchange of India Ltd. (MCX) and National SPOT Exchange Ltd. (NSEL) with Vishwas Commodities Pvt. Ltd. In this regard I/We hereby request you to treat these said set of documents/agreement as co-extensive and I/We hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities/commodities placed as margin and/or any surplus funds in any of my account(s) maintained with you i.e. either in MCX or NSEL against the outstanding dues payable if any, by me/us in any of my/our account(s) maintained with Vishwas Commodities Pvt. Ltd. or vice versa, notwithstanding anything contrary contained in the set of documents/agreement between us. Vishwas Commodities Pvt. Ltd. shall have right of lien on the credit balance in any of my/our accounts. Any entries passed by you in accordance with this authorization shall be binding on me /us.

Thanking You,

Yours faithfully,

Signature of Client : (17) 



(xi) DECLARATION BY THE USER

I hereby declare that I am aware about the Rules, Byelaws, Regulations and Circulars issued there under the Exchange. I agree to become an Approved User (Internet) of VISHWAS COMMODITIES PVT. LTD. I would intimate the Exchange on ceasing to be an Approved User of VISHWAS COMMODITIES PVT. LTD. I hereby agree to abide by the Rules, Bye-laws, Regulations and Circulars issued by the Exchange that may be force from time to time and understand that appropriate action may be initiated by the Exchange in case of violation of the Rules, Bye-laws, Regulations and Circulars issued by the Exchange. I certify that I have not applied for any other Internet User ID in the same segment for which this Id's now being applied for I will not allow anybody else to access/use such Trading System using the Internet User ID so allotted to me.

I shall keep complete secrecy of the password and undertake not to disclose the password to any person.

Signature of Client : (18) 

Date : _____

Place : _____

(xii) CLIENT DEFAULTER DECLARATION

I/We, _____ having PAN no. _____ do hereby declare that we have not been involved in any terrorist activity and we have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/FMC/Various Exchnages/Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc. Further that I/we have not been declared bankrupt/insolvent.

I further declare that the above mentioned declaration/statement is true and correct.

Signature of Client : (19) 

Name :

Client Code:

Date :

[Note: To be signed by person..... not to be signed by attorney/authorised person etc.]

(xiii) MOBILE DECLARATION

I/We _____ having PAN no. _____ do hereby declare that MY MOBILE NO. IS _____.
Further, I authorize Vishwas Commodity Pvt. Ltd. that the same may be used for giving me any information/alert/sms/call.
I further declare the above mentioned statement is true and correct.

Signature of Client : (20) 

--

Name :

Client Code:

Date :

(xiv) FORMAT OF LETTER TO BE OBTAINED FROM THE BANK FOR VERIFICATION

To,

Dated :

Vishwas Commodities Pvt. Ltd.

Wz-310, Nangal Raya, Delhi Cantt, New Delhi-110046

Dear Sir,

This is to certify that the account no. of M/s _____ with
M/s. _____ with our branch has been active since _____
years/ months and the operation of the account has been satisfactory.
We further confirm that the photograph herein bears true likeness to the identity of the above mentioned person & that address of
the person is as given below:

bank stamp
across
photograph

Type of account _____

Signature of Client : (21) 

--

Name, Signature of the Branch Manager

Signed in my presence and Attested:

Stamp of the Bank and the Branch

Signature of Branch Manager:

(xv) DECLARATION BY FIRM (SOLE PROPRIETORSHIP / HUF) ON LETTER HEAD OF THE FIRM / HUF

(To be obtained on pre-printed Letter head of the firm)

Dated :

Vishwas Commodities Pvt. Ltd.
Wz-310, Nangal Raya, Delhi Cantt, New Delhi -110046

Dear Sir/Madam

I refer to the trading account opened with you in the name of _____ and declare and authorise you as under:-

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a Sole Proprietorship Firm/ HUF as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the commodity transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary account no. _____ with the depository _____ opened in the name of the undersigned who is the sole proprietor of the firm/Karta of HUF.

I agree that the obligation for Commodities purchased and/or sold by the firm will be handled and completed through transfer(s) to/from the above mentioned account. I recognize and accept transfer made by you to the aforesaid beneficiary account as completion of obligations by you in respect of trade executed in the above trading account of the firm.

Further I, the undersigned, am the sole proprietor of the firm/Karta of HUF and am solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the firm/HUF and will be personally liable to you for all the obligation that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

The cheques/DDs (electronic/physical) shall be issued by me from my individual account with any bank and the amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm/HUF M/s. _____ with your company.

Yours truly,

Name of the Sole Proprietor / Karta :

Signature Sole Proprietor / Karta : (22) 

(xvi) DECLARATION BY PARTNERSHIP

(To be obtained on pre-printed Letter head of the firm)

To,

Vishwas Commodities Pvt. Ltd.
Wz-310, Nangal Raya, Delhi Cantt, New Delhi -110046


Dear Sir,

We refer to the trading account opened with you in the name of _____ And declare and authorize you as under:-


We recognize that a beneficiary account can not be opened with Depository Participant in the name of the partnership firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the commodities transfer obligations, pursuant to the trading operation, we authorize you to recognize the beneficiary account No. _____ with Depository _____ Having DP ID _____ opened as joint account in the name of the partners of the firm.

We agree that the obligations for commodities purchased and/or sold by the firm will be handed and completed through transfers to/from the above mentioned account. We recognize and accept transfers made by you to beneficiary account as complete discharge or obligations by you in respect of trades executed in the above trading account of the firm.


Yours truly,

(23) 


Signature of partner with rubber stamp

(23) 

Signature of partner with rubber stamp

(23) 

Signature of partner with rubber stamp

(23) 

Signature of partner with rubber stamp

**(xvii) FOR TRADING ACCOUNT OPENING
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE / TRUSTS**

(To be obtained on pre-printed Letterhead of company)
(This Letter is to be obtained only if the client is a body corporate)

Certified True Copy of the Resolution passed at the meeting of the Board of Directors/Trustees/of _____

Ltd./Trust and having its registered office at _____
_____ held on _____ day of _____ 20____ at _____ AM/PM

Resolved that the Company/Trust be registered as CLIENT with Vishwas Commodities Pvt. Ltd., member of The MCX and NSEL, and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories:

Sno.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise through Vishwas Commodities Pvt. Ltd. on the behalf of the Company/Trust.

RESOLVED FURTHER THAT Mr. _____ and/or Mr. _____, Directors/Trustees of the Company/Trust be and are hereby deemed necessary or expedient to give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, whenever necessary, in the presence of all Directors or of any one director ad Company Secretary, who shall sign the same in token of their presence.

For _____ Ltd.

Chairman/Company Secretary/All Trustees

(24)



Specimen Signature of the Authorised Persons

(24)



S.No. Name

(The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company/Trust).

(xviii) ACKNOWLEDGMENT FROM CLIENT



VISHWAS COMMODITIES PVT. LTD.

Head Office: Wz-310, Nangal Raya, Delhi Cantt, New Delhi -110046

Phone : 011-47115555-75, 32008702, Fax : 011-28112661

Mobile : 09212187004 / 05 / 06, E-mail : info@vishwasfincap.com

I/we hereby acknowledge the receipt of duly executed copy of KYC, MCA, RDD and all other documents as executed by me/us. Further I confirmed that the documents for KYC submitted by me are true and correct. I acknowledge that the other details related to my account are as under:

Trading Code..... UCC.....

My E-mail ID.....

Signature of Client : (25) 

OUR SERVICES

Equities

Derivatives

Commodities

Currency Derivatives

Insurance

Mutual Fund

IPOs

Online Trading

DP Services

Advisory Services

Research

Dedicated Private Client Group (PCG) Desk

(For Office use only)

1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

PRO-TRADING DISCLOSURE

To,
M/s -----

Dear Client

SUB : DISCLOSURE OF PROPRIETARY TRADING BY BROKER TO CLIENT

This is to inform you that we do Client Based Trading and PRO- Account Trading in ---
MCX----- of India Ltd. In -----Commodity-----

Thanks & Best Regards,

Auth. Signatory/ Director

I/We _____ having
Client code _____ with M/s ----- Acknowledge
receipt and Understanding of the above.

Signature (Client) _____
Name (Client) _____
Client Code _____

✓

Client Signature