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INDO THAI COMMODITIES PVT. LTD.

: CORPORATE MEMBER OF:

NATIONAL COMMODITY AND DERIVATIVES EXCHANGE LTD. (NCDEX)

MULTI COMMODITY EXCHANGE OF INDIA LTD. (MCX)

ACE DERIVATIVES AND COMMODITY EXCHANGE LTD. (ACE)

REGISTERED OFFICE: 14th, 4th Floor, Dawa Bazar, RNT Marg, Indore - 452001 (M.P.)

Ph.: (0731) 2705420 - 21 - 22, 4255800 - 801 Fax : (0731) 4255805, 2705423

E-mail : commodity@indothai.co.in • Website: www.indothai.co.in

EXCHANGE	SEGMENT	FMC UNIQUE MEMBERSHIP CODE (UMC)
NCDEX	COMMODITY	NCDEX/TCM/CORP/0252
MCX	COMMODITY	MCX/TCM/CORP/0641
ACE	COMMODITY	ACE/TCM/CORP/0340

CLEARING MEMBER INDO THAI COMMODITIES PVT. LTD.

NCDEX	MCX	ACE
MEMBER CODE : 00068	MEMBER CODE : 12040	MEMBER CODE : 6155

COMPLIANCE OFFICER : Name : Mr. AJAY JAIN Phone No. : (0731) 4255813 E-mail : compliance@indothai.co.in	DIRECTOR : Name : Mr. DHANPAL DOSHI Phone No. : (0731) 4255803, 2705421 E-mail : dhanpaldoshi@indothai.co.in
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For any **grievance / dispute** please contact

Indo Thai Commodities Pvt. Ltd. at the above address or

email id - compliance@indothai.co.in and Phone no. 0731-4255813

In case not satisfied with the response, please contact the concerned exchange(s) at

Exchange Name	Email ID	Phone Number
MCX	grievance@mcxindia.com	(022) 67318888 / 9497
NCDEX	askus@ncdex.com	(022) 66406789
ACE	igc@aceindia.com	(022) 66709200

Know Your Client (KYC)
Application Form (For Individuals Only)

Please fill in **ENGLISH** and in **BLOCK LETTERS**



INDO THAI COMMODITIES PVT. LTD.

Application No. :

A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender ☐ Male ☐ Female

B. Marital status ☐ Single ☐ Married

C. Date of Birth

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

3. Nationality ☐ Indian ☐ Other (Please specify)

4. Status Please tick (✓) ☐ Resident Individual ☐ Non Resident ☐ Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN

--	--	--	--	--	--	--	--	--	--

 Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any:

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

☐ UID (Aadhaar) ☐ Passport ☐ Voter ID ☐ Driving Licence ☐ Others

PHOTOGRAPH

Please affix
the recent passport
size photograph and
sign across it

B. Address Details (please see guidelines overleaf)

1. Address for Residence/Correspondence

City / Town / Village

State

Country

Pin Code

2. Contact Details

Tel. (Off.) (ISD) (STD)

Tel. (Res.) (ISD) (STD)

Mobile (ISD) (STD)

Fax (ISD) (STD)

E-Mail Id.

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

☐ Passport ☐ Ration Card ☐ Registered Lease/Sale Agreement of Residence ☐ Driving License ☐ Voter Identity Card ☐ *Latest Bank A/c Statement/Passbook
☐ *Latest Telephone Bill (only Land Line) ☐ *Latest Electricity Bill ☐ *Latest Gas Bill ☐ Others (Please specify)

*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

City / Town / Village

State

Country

Pin Code

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

☐ Passport ☐ Ration Card ☐ Registered Lease/Sale Agreement of Residence ☐ Driving License ☐ Voter Identity Card ☐ *Latest Bank A/c Statement/Passbook
☐ *Latest Telephone Bill (only Land Line) ☐ *Latest Electricity Bill ☐ *Latest Gas Bill ☐ Others (Please specify)

*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

6. Any other information:

DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I 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.

Place:

Date:

SIGNATURE OF APPLICANT

X ①

FOR OFFICE USE ONLY

IPV Done ☐ on

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

AMC/Intermediary name OR code

☐ (Originals Verified) Self Certified Document copies received

☐ (Attested) True copies of documents received
Main Intermediary

Seal/Stamp of the intermediary should contain

Staff Name

Designation

Name of the Organization

Signature

Date

Seal/Stamp of the intermediary should contain

Staff Name

Designation

Name of the Organization

Signature

Date

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
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 foreign 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 FEMA guidelines), copy of passport/PIOCard/OCICard 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.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. 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. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, 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: (*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. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. 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.
6. 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.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

1. In case of 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.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, Mfs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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.

Please Submit the KYC Documents on A4 Size Paper Only.

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- Self attested copy of PAN card is mandatory for all clients, including Promoters / Partners / Karta / Trustee and Wholetime Director of Person authorised to deal in securities on behalf of Co./ Firms / Others.
- 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.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
- For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with Depository participant or Mutual Fund, for a minor or, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- 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:

- Self attested copy of PAN card is mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
- Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
- Identity card/ document with applicant's Photo, 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: (* Documents having an expiry date should be valid on the date of submission.)

- Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

Residence/Driving License/Flat Maintenance bill/Insurance Copy.

- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- 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.
- 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.
- For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
- The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

- In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
- Investors residing in the state of Sikkim.
- UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- SIP of Mutual Funds upto Rs 50,000/- p.a.
- In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

- 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).
- 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 securities market Authorized signatories list with 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 Authorized 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
Unincorporated Association or a body of individuals	<ul style="list-style-type: none"> Proof of Existence/Constitution document Resolution of the managing body & Power of Attorney granted to transact business on its behalf Authorized signatories list with specimen signatures
Banks/Institutional Investors	<ul style="list-style-type: none"> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years Authorized signatories list with specimen signatures
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> Copy of SEBI registration certificate Authorized signatories list with specimen signatures
Army/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

Please Submit the KYC Documents on A4 Size Paper Only.

Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant _____ PAN of the Applicant

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Sr. No.	PAN	Name	DIN (For Directors) / UID (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<div><input type="checkbox"/> PEP</div> <div><input type="checkbox"/> RPEP</div> <div><input type="checkbox"/> NO</div>	
						<div><input type="checkbox"/> PEP</div> <div><input type="checkbox"/> RPEP</div> <div><input type="checkbox"/> NO</div>	
						<div><input type="checkbox"/> PEP</div> <div><input type="checkbox"/> RPEP</div> <div><input type="checkbox"/> NO</div>	
						<div><input type="checkbox"/> PEP</div> <div><input type="checkbox"/> RPEP</div> <div><input type="checkbox"/> NO</div>	
						<div><input type="checkbox"/> PEP</div> <div><input type="checkbox"/> RPEP</div> <div><input type="checkbox"/> NO</div>	

ONLY FOR HUF CLIENTS

DATE :

LIST OF CO-PARCENERS

S. No.	Name	Sex	Date of Birth	Relation	Signature
1				KARTA	
2					
3					
4					
5					
6					
7					
8					
9					

*** In Case of Minor Gurdian Can Sign**

Name & Signature With Seal (Karta-HUF)

X (2A)

MANDATORY DOCUMENTS ➡

INDO THAI COMMODITIES PVT. LTD.

KNOW YOUR CLIENT (KYC) APPLICATION FORM (INDIVIDUAL / NON INDIVIDUAL CLIENT REGISTRATION FORM)

Please fill this form in **ENGLISH** and in **BLOCK (CAPITAL) LETTERS**

A. OTHER DETAILS	
For Individual Gross Annual Income (per annum). Please tick any of the options.	<input type="checkbox"/> Below - Rs. 1,00,000 <input type="checkbox"/> Rs. 5,00,000 to 10,00,000 <input type="checkbox"/> Rs. 25,00,000 to Rs. 1 Crore
	<input type="checkbox"/> Rs. 1,00,000 to Rs.5,00,000 <input type="checkbox"/> Rs. 10,00,000 to Rs. 25,00,000 <input type="checkbox"/> Above Rs. 1 Crore
Networth	As on date : <u>DD</u> / <u>MM</u> / <u>YYYY</u> (Rs. _____) Networth should not be older than 1 Year
Occupation (please tick any one & give brief detail). In case of Individuals Applicants	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Govt. Services <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others (Specify) _____
Please Tick (if applicable)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Persos (PEP) <input type="checkbox"/> Not Related to a Politically Exposed Person (PEP)
• If you have landline connection, kindly provide the same	

B. BANK ACCOUNT (S) DETAILS :	
Bank Name	
Branch Address	
Account Number	
Account Type	Saving <input type="checkbox"/> Current <input type="checkbox"/> Others <input type="checkbox"/>
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.	

C. DEPOSITORY ACCOUNT (S) DETAILS, if available :				
Depository Name	Name of DP	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
NSDL				
CDSL				
Note : Provide a copy of either Demat Master or a recent holding statement issued by DP bearing name of the client.				

D. TRADING PREFERENCES : 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 Exchange	Date of Consent for trading On concerned Exchange	Signature of the Client
1	National Commodity and Derivatives Exchange Ltd. (NCDEX)		✓ ②
2	Multi Commodity Exchange of India Ltd. (MCX)		✓ ③
3	ACE Derivative & Commodity Exchange Ltd. (ACE)		✓ ④
[If in future the client wants to trade on any new exchange separate consent letter should be submitted by the client to the member.]			

E. INVESTMENT/TRADING EXPERIENCE
<input type="checkbox"/> No Prior Experience <input type="checkbox"/> Years in Commodities _____
<input type="checkbox"/> Years in other investment related fields _____

F. SALES TAX REGISTRATION DETAILS (As applicable, State wise)		
Local Sales Tax	Central Sales Tax	Other Sales Tax
a) State Registration No.	a) Registration No.	a) State Registration No.
b) Validity Date	b) Validity Date	b) Validity Date
c) Name of the State		c) Name of the State

G. VAT DETAILS (As applicable, State wise)	
Local VAT	Other VAT
a) Registration No.	a) Registration No.
b) Validity Date	b) Validity Date
c) Name of the State	c) Name of the State

H. 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 : _____

I. DEALING THROUGH OTHER MEMBERS			
If client is dealing through any other Member, provide the following details (in case dealing with multiple Members/AP's, 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 No. :	
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 : _____			

J. INTRODUCER'S DETAILS (Optional)															
Status of the Introducer	Authorised Person <input type="checkbox"/> Existing Client <input type="checkbox"/>				Others Please Specify _____										
Name of the Introducer	First Name			Middle Name			Surname								
Address and Phone no	PIN <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>														
Introducer's Signature															

K. 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} Yes <input type="checkbox"/> No <input type="checkbox"/>			
L. NOMINATION DETAILS (For Individuals only)			
I / We wish to Nominate <input type="checkbox"/>		I / We do not wish to Nominate <input type="checkbox"/>	
Name of the Nominee		Relationship with Nominee	
PAN of the Nominee		Date of Birth of Nominee	_DD / _MM / _YYYY
Nominee Address			
Phone Number		Signature of Nominee	✓
If Nominee is a Minor, details of Guardian			
Name of the Guardian			
Guardian Address			
Contact Number		Signature of Guardian	✓
Witnesses (Only Applicable in case the account holder has made nomination)			
Witness Name		Witness Name	
Witness Signature	✓	Witness 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.			
Client Signature : <input checked="" type="checkbox"/> ⑦ _____			
Signature of Client / (all) Authorised Signatory (ies)			
Date : _____ Place : _____			

FOR OFFICE USE ONLY

UCC Code Alloted to the Client

Documents verified with Original

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.

For : Indo Thai Commodities Pvt. Ltd.Date : DD / MM / YYYY_____
Signature of Authorised Signatory**TARIFF SHEET****BROKERAGE****I/We Agree to the following terms of doing business in Commodity Segment :**

	<u>NCDEX</u>	<u>MCX</u>	<u>ACE</u>	<i>Remarks if any</i>
BROKERAGE IN %				
OTHER CHARGES				
STATUTORY LEVIES (AS APPLICABLE)				

Signature of Client ☒ ⑧ _____

Name of the Client _____

Date _____ Place _____

ANNEXURE - 2

RISK DISCLOSURE DOCUMENT

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 or authorize someone to trade for you, 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 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 Rumors:

- 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 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/ SMART ORDER ROUTING 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.

ANNEXURE - 3

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY FMC AND COMMODITY EXCHANGES

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.
 11. A. 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.
11. B.
- 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.
11. C.
- 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.
13. A. 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.
13. B.
- 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.
14. A. 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.
14. B
- 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.
29. A. 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 Clients 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 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.
41. A. 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.
41. B.
- 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 41.B.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.
41. C.
- 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 3). 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.

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INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBER 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.

✓(19) _____

ANNEXURE - 4
GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS

DO'S

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link
<http://www.ncdex.com/Membership/MemberDirectory.aspx>
<http://www.mcxindia.com/SitePages/MembersDetails.aspx>,
<http://www.aceindia.com/membership/directory>
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.ncdex.com/MarketData/VerifyTrade.aspx>.
<http://www.mcxindia.com/sitepages/TradeVerification.aspx?rand=2>
<http://www.aceindia.com/market-data>
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 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.

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प्रति,
इन्डोथाई कमोडिटीज़ प्रा. लि.
14, 4 थी मंजिल, दवा बाजार,
आर.एन.टी. मार्ग, इन्दौर

महोदय,

विषय : एनसीडीईएक्स पर आपके ग्राहक के रूप में कमोडिटी अग्रवर्ती ठेके / कमोडिटी डेरिवेटिव्स में विक्रय के लिए मेरा / हमारा अनुरोध।

मैंने / हमने, नीचे हस्ताक्षरित, किसी भी कमोडिटी में अनुमति कुल खुली स्थितियों का गणन करने के लिए मार्गदर्शक तत्वों पर नैशनल कमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज लिमिटेड द्वारा सितंबर 28, 2006 दिनांकित परिपत्रक सं. एनसीडीईएक्स / विक्रय-114/2006/247 की जानकारी ली है और मैंने / हमने उसके अनुसार अनुपालन करने की जिम्मेदारी ली है।

मैं / हम एतद् द्वारा घोषित और जिम्मेदारी लेते हैं की एनसीडीईएक्स या फॉरवर्ड मार्केट कमिशन द्वारा समय-समय पर निर्धारित स्थिती मर्यादा उल्लंघन नहीं करेंगे और ऐसी स्थिति मर्यादा का गणन ऊपर उल्लेखित एनसीडीईएक्स के समय-समय पर संशोधित परिपत्रक की सामग्री के अनुसार करेंगे।

मैं / हम आपको सूचित करने कि और सूचित करते रहने की जिम्मेदारी लेते हैं की अगर मैं / हमारे कोई भागीदार / संचालक / कर्ता / विश्वस्त / या कोई भी भागीदारी संस्था / कंपनियाँ / एचयुएफ / विश्वस्त संस्था जिसमें मैं या ऊपर निर्देशित ऐसा व्यक्ति भागीदार / संचालक / कर्ता / विश्वस्त है, एनसीडीईएक्स पर आपके या एनसीडीईएक्स के अन्य सदस्य / द्वारा किसी भी कमोडिटी के अग्रवर्ती ठेके / कमोडिटी डेरिवेटिव में कोई स्थिती लेता है या धारण करता है तो एनसीडीईएक्स के समय-समय पर संशोधित परिपत्रक द्वारा निर्धारित हमारी स्थिती मर्यादा को प्रतिबंधित करने को समर्थ है।

मैं / हम आश्वस्त है कि आप कमोडिटी के अग्रवर्ती ठेके / कमोडिटी डेरिवेटिव में एनसीडीईएक्स पर केवल हमारे विश्वास और जिम्मेदारी पर मेरे / हमारे लिए आपके ग्राहक के रूप में आर्डर दर्ज करने के लिए सहमत है।

आपका विश्वासपूर्ण,

✓(22) _____ के लिए

एक मात्र मालिक / भागीदार / संचालक / कर्ता / विश्वस्त

FORM FOR REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND EMAIL ADDRESS

To,
INDO THAI COMMODITIES PVT. LTD.
14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Date :

Dear Sir,

I/We, _____ a Client with

Indo Thai Commodities Private Limited, Member ID : 00068 of NCDEX, 12040 of MCX, 6155 of ACE undertake as follows:

1. I/we are aware that Commodity Exchanges provides the details of the trades executed on its trading platform to the concerned clients/ constituents through SMS and E-mail alerts.
2. I/We are aware that Member has to provide the trade details through SMS / E-mail alerts for my convenience at my request only.
3. I/We hereby confirm that I/We wish to receive the trade alerts through:

a. SMS: ☐

b. E-mail: ☐

c. SMS and Email: ☐

4. The alert should be sent on

a. Mobile Number:

--	--	--	--	--	--	--	--	--	--

b. Email Address: _____

I/We hereby agree to the terms and conditions specified by the exchange vide circular No. NCDEX/COMPLIANCE-007/2012/093, MCX/T&S/165/2012, and circular / clarifications issued by the Exchange from time to time in this regard. We are also aware that this is an additional facility provided by the exchange and we shall not solely rely or use such data for any purpose and, Exchange shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

Client Name :

Unique Client Code :

PAN :

Client Signature : 

VOLUNTARY DOCUMENTS →

APPENDIX - A PART of ANNEXURE 3
ELECTRONIC CONTRACT NOTE [ECN] - DECLARATION (VOLUNTARY)

To,
INDO THAI COMMODITIES PVT. LTD.
14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Dear Sir,

I, _____ (name of client) a client with Member M/s. Indo Thai Commodities Pvt. Ltd. of National Commodity & Derivative Exchange Limited (NCDEX), Multi Commodity Exchange of India Limited (MCX), and Ace Derivatives & Commodity Exchange Ltd. (ACE) Exchange 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 and any other Indian language known to me.
- I am aware that non receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above email id.

[The above declaration / the guidelines on ECN given in the annexure have 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 Email Id must be 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: _____ Place : _____

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.

LETTER OF AUTHORITY / RUNNING ACCOUNT UNDERTAKING**VOLUNTARY**

To,
INDO THAI COMMODITIES PVT. LTD.

14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Dear Sir,

1. I/We are dealing in Commodities with you at NCDEX, MCX, ACE Commodities Segment in order to facilitate ease of operations, I/We authorised you as under :

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation.
2. I/We request you to retain commodities if any with you for my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/we instruct you to transfer the same to my/our account.
3. I/We request you to settle my fund and securities account except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt as below :

Calendar Quarter ☐

Calendar Month ☐

(If the client does not select any settlement option, the same shall mean as every calendar quarter).

4. In case I/we have an outstanding obligation on the settlement date, you may retain the requisite commodities/funds towards such obligations and may also retain the funds expected to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/commodities or statement of account or statement related to it, as the case may be at your registered office. After that I/we shall have no right to dispute the transaction, funds and/or commodities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or commodities.

I/We confirm you that I can revoke the above mentioned authority at any time by giving written notice to your registered office. This running account authorisation will be valid for a year and it can be renewed after a year.

6. I do not require separate confirmation slip for order/trade alteration/modification/cancellation/confirmation.
7. I also authorised you debit the delay payment charges for the debit balance in my account on account of MTM / margin & not settled as per exchange norms, @ 0.07% per day.

The client agrees that the broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

8. Authority to Authorised Person (s) or Family Member (s)

Sr. No.	Client Code (If any) of family Member / Associate	Name of family Constituent / Associate
1.		
2.		
3.		
4.		

- A. That the above mentioned person(s) is/are deemed to be authorized person(s) or family member(s), as the case may be, for all purpose of operation of my account with you.
- B. That if above mentioned person(s) is/are having any account with you, then same shall be treated as Group Account for all purpose of operation of my account with you.
- C. That I/we hereby authorise you to sell commodities (as security) standing in my/our account and to transfer the proceeds of the sale of such commodity to the above mentioned account to set off all outstanding debit amounts in their respective accounts including interest on delayed payments.
- D. That I/we hereby authorize you to trade in above account for/on behalf of my / our account upon any instruction by above person(s) myself.

- E. The above mentioned person(s) is/are also authorized to receive all documents from Indo Thai Commodities Pvt. Ltd. and is/are further authorized to do all acts necessary for operation in any account. All transactions, interalia included transfer of any or entire funds to his/her/their account with you or otherwise and thereafter withdrawal of any or entire funds by cheque in his/her/their name.
- F. That I/we agree to intimate you from time to time of any additions or deletions of group/family members in the group family. I/we agree that any deletion shall take effect only on completion of settlement and adjustments of balances in all the accounts of the members of the group/family.
- G. That in future I/we shall not make any claim from Indo Thai Commodities Pvt. Ltd. in any manner whatsoever of any collateral adjusted from cash or securities in my/our account to set off the outstanding debit amounts in the above mentioned accounts and I/we further state that if anybody on my behalf claims the above said adjusted amount, the said act shall be null void and shall be ineffective from all corners.
- H. That any instruction in relation to operation of Group account / my / our account may be given through e-mail, writing, telephone, oral or any other means of communication by any authorized person/family member/my self / our self.
- I. That I/we have given the above authority to Indo Thai Commodities Pvt. Ltd. with my/our free consent and without any pressure, threat or coercion from any corner whatsoever.

Client's Signature ✓⁽²⁴⁾ _____

Name of Client _____

Client Code _____

DECLARATION BY JOINT FAMILY / HUF

To,
INDO THAI COMMODITIES PVT. LTD
14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

A/c No. _____

1. WHEREAS the Hindu Undivided Family of _____ (hereinafter referred to as 'the said joint family') carrying on business in the firm or elsewhere (hereinafter referred to as 'the said HUF firm'), have or desire to have Commodities Trading A/C with M/s Indo Thai Commodities Pvt. Ltd. (hereinafter to as 'Member'). We the undersigned, hereby declare that :
 - (a) We are the present adult co-parceners of the said joint family :
 - (b) Sh. _____ is the present Karta Manager of the said Joint Family.
 - (c) We are entitled to trade in shares and open Commodities Trading Account of the said Joint Family.
 - (d) Each one of us has full and unrestricted authority to act on behalf of, and bind, the said HUF and all the present as well as future members, both adults and minors of the said joint family, howsoever constituted from time to time.
2. We confirm that the affairs of the said joint family and the business of the said HUF firm are carried on mainly by the Karta/Manager, the said Sh. _____ on behalf and in the interest and for the benefit of all the coparceners of the said joint family. We hereby authorize the Karta / Manager Shri _____ on behalf of the HUF to deal on Commodities Market segment or any other segment that may be introduced by NCDEX / MCX / ACE in future and the said Trading Member is hereby authorized to honor all intrusions oral or written given by him on behalf of the HUF.
3. Mr. _____ is authorized to sell, purchase, transfer endorse, negotiate documents and / or otherwise deal through Indo Thai Commodities Pvt. Ltd. on behalf of the HUF _____. He is also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose, We are however jointly and severally responsible for all liabilities of the said HUF firm to the Member and agree and confirm that any claim due to the Member from the said HUF firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.
4. We undertake to advise the Member in writing of any change that may occur in the Kartaship / Managership or in the constitution of the said joint family or of the said HUF firm and until receipt of such notice by the Member, the Member will be entitled to regard each of us as a member of the said joint family and as partner of the said HUF firm before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member for all dues and obligations of the said HUF firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
5. We recognize that a beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above Commodities trading account with you to recognize the beneficiary account no. _____ with Depository _____ opened in name of Shri _____ who is the Karta/Manager of this HUF.
6. I agree that obligations for share purchase and / or sale by the HUF will be handled and completed through transfers to / from the above mentioned account. I recognize and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of traded executed in the above trading account of the HUF. The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind, the said HUF firm.

Name of the Minor

Father's Name

Date of Birth

7. We have received and read a copy of the Member's rules and regulations for the conduct of Trading Accounts and we agree to comply with and bound by the said rules now in force or any changes that may be made therein from time to time.

Name of Members of HUF :

Yours faithfully.

Name _____

Name _____

Name _____

Name _____

✓

(Signature of **Karta**)

✓

(Signature of **major co-parceners**)

✓

(Signature of **major co-parceners**)

LETTER TO BE SIGNED BY ALL CLIENTS OF THE AUTHORISED PERSON

To,
INDO THAI COMMODITIES PVT. LTD.

14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Dear Sir,

Date : _____

Subject : Registration as Client with Indo Thai Commodities Pvt. Ltd. (Through _____
_____ (name of the Authorised Person)

Dear Sir/Madam

This is with reference to the Member Client agreement dated _____ for registering as client with Indo Thai Commodities Pvt. Ltd. Through _____ (name of the Authorized Person, place), I hereby state as follows:

1. I am aware that I am registered as a client of Indo Thai Commodities Pvt. Ltd.
2. For facilitating the transactions, I hereby authorise _____ (name of Authorized Person) on my behalf and shall ratify all acts done by Indo Thai Commodities Pvt. Ltd. on the instruction of _____ (name of Authorized Person).
3. All payment of commodities purchased by me shall be made only through cheque / demand draft drawn in favour of Indo Thai Commodities Pvt. Ltd.
4. No payment shall be made in cash.
5. All depository instructions shall be duly filled in by me before the same is lodged with this office. Indo Thai Commodities Pvt. Ltd. shall not be responsible for any loss, damages, and disputes arising out of incomplete/incorrect depository instruction being deposited with this office.
6. Indo Thai Commodities Pvt. Ltd. shall not be responsible for any of my personal dealings with _____ (name of Authorized Person) or its employees.
7. Any grievances with regard to the transactions shall be directed to "Compliance Office" of Indo Thai Commodities Pvt. Ltd. at the aforementioned address.

In acceptance of all the above clauses and the clauses mentioned in the Member Client Agreement by me, I request you to register me as client.

The CLIENT's Signature / Authorized Signatory
Signature ✓ (25) _____
Title : _____
Name : _____
1. Witness : _____
Name _____
Sign _____

The Authorised Persons Signature / Authorized Signatory
Signature ✓ _____
Title : _____
Name : _____
1. Witness : _____
Name _____
Sign _____

AUTHORITY LETTER IN FAVOUR MANAGING PARTNER/(S) (On pre-printed Letterhead of Firm)

To,
INDO THAI COMMODITIES PVT. LTD
 14th, 4th Floor, Dawa Bazar, R.N.T. Marg, INDORE (M.P.)

We the partners of M/s _____, a partnership firm, having its office at _____ office address _____ city _____ state _____ hereby authorize Mr./Ms. _____ and Mr./Ms. _____ to open a commodities trading account in commodity & derivative market segment on behalf of the firm M/s. _____ with the Trading Member Indo Thai Commodities Pvt. Ltd. for sale and purchase of commodity. He/She/They is/are authorized on behalf of the firm to deal in commodities and the said Trading Member is hereby authorized to honour all instructions oral or written, given on behalf of the firm by him/her/them.

Mr./Ms. _____ and Mr./Ms. _____ is/are authorized to sell, purchase, transfer, endorse, negotiate documents and /or/ otherwise deal through. Indo Thai Commodity Exchange Pvt. Ltd. on behalf of the firm M/s. _____ He/She/They is/are also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However any partner/authorized signatory (ies) can issue cheques from bank account(s) in favour of **M/s Indo Thai Commodities Pvt. Ltd.** for credit to Share trading account of the firm with **M/s Indo Thai Commodities Pvt. Ltd.** even though his/their signatures may not be available on the records of **M/s Indo Thai Commodities Pvt. Ltd.** These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be soley/exclusively for the account of the firm maintained with **M/s Indo Thai Commodities Pvt. Ltd.**

For M/s. _____ For M/s. _____ For M/s. _____

Partner Name _____ Partner Name _____ For M/s. _____

✓ _____
 (Signature)

✓ _____
 (Signature)

✓ _____
 (Signature)

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES/TRUSTS

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 _____ 20____ AT _____ A.M. / P.M.

Resolved that the Company / Trust be registered as Client with Member Indo Thai Commodities Pvt. Ltd., Member of the National Commodity & Derivatives Exchange Ltd. (NCDEX), Multi Commodity Exchange of India Ltd. (MCX), and Ace Derivatives & Commodity Exchange Ltd. (ACE) for the purpose of dealing in Commodities, Commodities derivatives & other products and the said Member be and is hereby authorized to honour instruction oral or written, given on behalf of the Company / Trust by any of the under noted authorized signatories,

SN.	Name	Designation	Operation Instruction Signle or Jointly
1.			
2.			
3.			

Who are authorized to sell, purchase, transfer, endorse, negotiate and / or otherwise deal with / through Indo Thai Commodities Pvt. Ltd.,

RESOLVED FURTHER THAT Mr. _____ and / or Mr. _____ Directors / Trustees of the Company / Trust be and are hereby authorised to sign, execute and submit such applications, undertaking, agreements and other requisite documents, writings and deeds as may deemed necessary or expedient to give effect to this resolution.

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

For _____ Ltd.

Chairman / Company Secretary / All Trustees

Specimen Signatures of the Authorized Persons.

SN.	Name	Specimen Signature
1.		
2.		
3.		

(The Above signature should be attested by the person signing the resolution for account opening on behalf of the Company / Trust)

PROXY FORM

To,
INDO THAI COMMODITIES PVT. LTD.

14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Dear Sir,

Ref.: Commodities trading account No.: _____

This is with reference to the above commodities trading account with you in the name _____
I hereby authorize Mr./Ms. _____ to place orders, take confirmations for the trades done through
above referred trading account. You are therefore requested to honor all instructions given by the said person on my behalf.

Mr./Ms. _____ shall also acknowledge contract note on my behalf issued by you
who shall sign as shown below.

I am fully aware and I understand the risk of my misuse and unauthorized use by a third party. I accept full responsibility and I
shall be liable for and will pay or reimburse all costs, charges, damages and expenses incurred as a consequence of any third
party transaction.

This authority shall continue in force until I shall have expressly revoked it by a notice in writing delivered to you at the above
address.

Specimen Signature of the Proxy Holder _____

Name & Address of the Proxy Holder _____

Signature of the Account Holder ✓ _____

In the Presence of :

Witness 1 : Name : _____

Address : _____

Signature : ✓ _____

Witness 2 : Name : _____

Address : _____

Signature : ✓ _____

[SP. NOTE :- Please send Proxy Form on above mentioned address]

KYC FORM RECEIPT

To,
INDO THAI COMMODITIES PVT. LTD.

14th, 4th Floor, Dawa Bazar,
R.N.T. Marg, INDORE (M.P.)

Subject : Acknowledgment of Receipt of a Copy of KYC / MCA / RDD

Dear Sir,

This is to acknowledge that I / We _____
with trading code _____ have received a copy of the duly complete
all documents viz. Client registration Form (KYC), Member Constituent Agreement (MCA), Risk Disclosure Documents
(RDD) and copy of other document executed by me / us as a Client.

I / We hereby declare that I / We have the full intimation of trading code and email id for the purpose of receiving electronic
contract note and other.

Thanking you

Clients Signature ☒ _____

Client Name _____

DECLARATION FOR NAME MISMATCH (TO BE FILLED IF THE NAME ON DOCUMENT IS DIFFERENT)

This us to bring to your notice that my name is spelt differently in my Identity Proof, Address Proof and Bank Proof, Please find
the below names as spelt in respective proofs.

Name as per PAN CARD : _____

Name as per Address Proof : _____

Name as per Bank Proof : _____

I here by confirm that all the said names belongs to me. I hereby state and confirm that what is stated above is true and correct
information.

I agree to indemnify and keep Indo Thai Commodities Pvt. Ltd. indemnified at all times from and against all costs, charges,
dameges, penalties (including reasonable attorney fees) suffrered and / or incurred by Indo Thai Commodities Pvt. Ltd. for any
act done or omitted to be done on the above declaration.

Name of Client _____

Signature of Client **X** ⁽²⁶⁾ _____
(If Partner, Corporate or other Signatory then attest with
company seal)

Client Code _____

Date : _____ Place _____

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प्रति,

इन्डोथाई कमोडिटीज़ प्रा. लि.

14, 4 थी मंजिल, दवा बाजार,

आर.एन.टी. मार्ग, इन्दौर

श्रीमान महोदय,

मैं _____ का इन्डो थाई कमोडिटीज़ प्रा. लि.

जो कि (NCDEX, MCX & ACE) की सदस्य है मैं / हमारा ट्रेडिंग खाता है और मैं / हम जिसके संचालन के लिए निम्नलिखित अपनी सहमती देता हूँ / देते हैं कि

1. मुझे यह ज्ञात है कि ट्रेडिंग सदस्य (TM) को मेरे द्वारा किये गये सौदो के कॉन्ट्रैक्ट नोट की छपी हुई प्रति मुझे देना जरूरी है जब तक कि मैं स्वयं इलेक्ट्रानिक रूप से इसे प्राप्त करने की सहमती ना दूँ।
2. मुझे यह भी ज्ञात है कि ट्रेडिंग सदस्य (TM) मेरी सहमती एवं मेरी सुविधा के लिए मुझे (ECN) इलेक्ट्रानिक कॉन्ट्रैक्ट नोट भेजेगा।
3. यद्यपि (TM) को छपे हुए इलेक्ट्रानिक कॉन्ट्रैक्ट नोट भेजना जरूरी है, पर यह मेरे लिये सुविधाजनक नहीं है, इसलिये मैं अपनी स्वेच्छा (TM) से को अनुरोध कर रहा हूँ कि वह मुझे मेरे द्वारा किये गये सौदो के लिए (ECN) इलेक्ट्रानिक कॉन्ट्रैक्ट नोट ही भेजे।
4. मुझे कम्प्यूटर (COMPUTER) पर ईमेल (E-MAIL) आदि देखना, इन्टरनेट (INTERNET) चलाने का प्रयास अनुभव है
5. मेरी ईमेल आई डी है
मेरी यह ईमेल आई डी मेरे द्वारा ही बनाई गई है ना कि ट्रेडिंग मेम्बर या अन्य किसी के द्वारा
6. मुझे यह भी ज्ञात है कि यह घोषणा पत्र अंग्रेजी या अन्य कोई भारतीय भाषा जो मुझे समझ आती है, उसमें लिखा होना चाहिये।

उपरोक्त घोषणा पत्र को मेनें / हमनें अच्छी तरह से पड और समझ लिया है, मैं छपे हुए कॉन्ट्रैक्ट नोट न लेने से संबंधित जोखिम से अवगत हूँ और ओर एतद घोषणा पत्र द्वारा उसके लिये पूरी तरह से उत्तरदायी हूँ।

(उपरोक्त दो लाईन ग्राहक स्वयं अपने हाथों से नीचे लिखें)

हस्ताक्षर _____

नाम _____

ट्रेडिंग कोड _____

पता _____

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