

Application No.

CLIENT REGISTRATION FORM
INDIVIDUAL / HUF / CORPORATE / PARTNERSHIP FIRM



ISHAAN METALS PVT. LTD.

MEMBER

National Commodity & Derivatives Exchange Ltd. (NCDEX)

Membership No.: 00408

FMC Code No.: NCDEX/TCM/CORP/0083

MEMBER

Multi Commodity Exchange of India Ltd. (MCX)

Membership No.: 16390

FMC Code No.: MCX/TCM/CORP/0932

MEMBER

Indian Commodity Exchange Ltd. (ICEX)

Membership No.: 1032

FMC Code No.: ICEX/TCM/CORP/0022

Regd. Office :

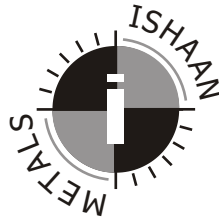
39-A, Double Storey, Main Road, Malkaganj, Delhi-110007 (INDIA)

Phone : 011-47890000 • Telefax : 91-11-23856053

E-mail : info@ishaanmetals.com

Client Name : _____

Client Code : _____



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E-mail : info@ishaanmetals.com

Compliance Officer

.....
Ph.:
Email :

Director's Detail

.....
Ph.:
Email :

For any grievance/dispute please contact **ISHAAN METALS PVT. LTD.** at the above address or email id- info@ishaanmetals.com and Phone No. +91-11-47890000. In case not satisfied with the response, please contact the concerned exchange(s) at (NCDEX) askus@ncdex.com in and Phone No. +91-22-66406084, (MCX) grievance@mcxindia.com and Phone No. +91-22-67318888

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ 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. 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 (subject to the continued exemption granted by Government).

E. List of people authorized to attest the documents:

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

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

Types of entity	Documentary Requirments
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 commodities market. • Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodities on behalf of company/firm/others and their specimen signatures.
Partnership Firm	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered partnership firms only). • Copy of partnership deed. • Authorised signatories list with specimen signatures. • Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered trust only). • Copy of Trust deed (List of trustees certified by managing trustees/CA). • 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.
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.

INDEX OF DOCUMENTS

MANDATORY DOCUMENTS

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Account Opening Form	KYC Form - Document captures the basic information about the constituent & Instruction/Check List.	1-10
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	11-13
3.	Rights and Obligations of Members, Authorized Persons and Clients.	Document stating the Rights & Obligations member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14-17
4.	Do's and Don'ts for the Investors	Guidance Note for dealing in Commodities Market	18-19

VOLUNTARY DOCUMENTS

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Electronic Contract Note	Consent for receiving ECN & E-Documents	20
2.	Letter of Authority	To enable the trading member to act upon the clauses mentioned in the letter of authority	21
3.	Adjustment of Balance in Family Account	Letter for adjustment of balance lying with group companies of the stock broker	22
4.	Declaration by User	Declaration	22
5.	Client Defaulter Declaration	Declaration for being not involved in any Terrorist activity and not declared as Defaulter by FMC/Exchanges/etc.	22
6.	Declaration for Name Mismatch	For authorizing the payout as per enclosed Bank proof.	23
7.	Mobile Declaration	Declaration and permission to send information/alerts/SMS/call on the mobile no.	23
8.	Format of Bank for Verification	Letter from bank for Client bank account verification	23
9.	Declaration by HUF	To be given by the Karta and coparceners of the HUF	24
10.	Format of Declaration to be given by Proprietor of Sole Proprietorship Firm	To be given by the Proprietor of the firm for opening of account.	25
11.	Format of Declaration to be given by Partnership Firm	To be given by the Partners of the firm for opening of account	25
12.	Format of Board Resolution to be given by Corporate Client	Format of Board Resolution to be provided by Corporate entities on their letter head for opening of account	26

BROKERAGE STRUCTURE

Commodity	Brokerage	Open Position Charge	Minimum	Remarks

(Brokerage for the commodities not specified above would be as per the company policy and brokerage rate mentioned above are subject to change without notice)

In case of Physical Contract note are being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular date would be charged toward minimum processing fee.



Client's Signature _____

MANDATORY DOCUMENTS

KNOW YOUR CLIENT (KYC) APPLICATION FORM (FOR INDIVIDUALS)

Note: The information to be given in the form, is the sole property of ISHAAN METALS PVT. LTD. and would not be disclosed to anyone unless required by law or except with the express permission of the client.

Please affix
your recent
passport size
photograph
duly signed
across

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

Name of the Applicant																				
Father's/Spouse Name																				
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female					Marital Status					<input type="checkbox"/> Single <input type="checkbox"/> Married									
Date of Birth						Nationality :					<input type="checkbox"/> Indian <input type="checkbox"/> Others _____									
Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National (If Non Resident / Foreign National, self certified copy of statutory approval obtained must be attached)																			
Permanent Account No. (PAN)																				
Unique Identification Number (UID)/Aadhaar, if available :																				
Any other additional proof of Identity																				

B. ADDRESS DETAILS (Proof of address must be different from proof of identity submitted)

Address for Correspondence																				
	City/Distt./Village										State									
	Country										Pin Code									
Contact Details	Tel.: (O)										Tel. (R)									
	Mobile										Fax									
	E-mail																			
Specify the proof of address submitted for correspondence address																				
Permanent Address <i>(If different from above)</i>																				
	City/Distt./Village										State									
	Country										Pin Code									
Contact Details	Tel.: (R)																			
	Mobile										Fax									
	E-mail																			
Specify the proof of address submitted for Permanent address																				

C. OTHER DETAILS

Gross Annual Income Details (please specify)	Income Range per annum : <input type="checkbox"/> Below Rs. 1 Lac <input type="checkbox"/> Rs. 1 Lac to 5 Lac <input type="checkbox"/> Rs. 5 Lac to 10 Lac <input type="checkbox"/> Rs. 10 Lac to 25 Lac <input type="checkbox"/> >25 Lac OR
Net-Worth as on	(date)..... (Rs. _____) (Net worth should not be older than 1 year)
Occupation (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others. (Specify) _____
Please tick, as applicable	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Person (PEP) <input type="checkbox"/> Not Related to Politically Exposed Person (PEP)

D. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others - in case of NRI / NRE / NRO		

• Provide a copy of cancelled cheque leaf/pass book/bank statement specifying name of the client, MICR Code or/and IFSC Code of the Bank.




E. DEPOSITORY ACCOUNT(S) DETAILS, if available

Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

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

F. TRADING PREFERENCES

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

Sr. No.	Name of the National Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature of the Client
1.	NCDEX		
2.	MCX		
3.	ICEX		

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

G. INVESTMENT / TRADING EXPERIENCE

- No Prior Experience
 _____ Years in Commodities
 _____ Years in other investment related fields

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

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

I. VAT DETAILS (As applicable, State wise)

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

J. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/taken by FMC / SEBI / Stock Exchange / Commodity Exchange / Any other authority against the client during the last 3 years :

K. DEALING THROUGH OTHER MEMBERS

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

Member's/Authorised Persons Name																											
Exchange																											
Exchange's Registration No.																											
Concerned Member's Name with whom the AP is registered																											
Registered Office Address																											
	Tel.:															Fax											
	E-mail																										
Client Code																											
Details of disputes / dues pending from/to such Member / AP:																											

FOR OFFICE USE ONLY

UCC Code allotted to the Client : _____

	Document verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

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

For Ishaan Metals Pvt. Ltd.

Signature of the Authorised Signatory

Date _____

Seal / Stamp of the Member

KNOW YOUR CLIENT (KYC) APPLICATION FORM (FOR NON-INDIVIDUALS)

Note: The information to be given in the form, is the sole property of ISHAAN METALS PVT. LTD. and would not be disclosed to anyone unless required by law or except with the express permission of the client.



Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

Name of the Applicant	
Date of incorporation	
Place of incorporation	
Date of Commencement of Business	
Permanent Account Number (PAN)	
Registration No. (e.g. CIN)	
Any other additional proof of identity	
Status (Please tick any one)	<input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others. (Specify) _____ (In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

B. ADDRESS DETAILS (Proof of address must be different from proof of identity submitted)

Address for Correspondence												
	City/Distt./Village						State					
	Country						Pin Code					
Contact Details	Tel.: (O)						Tel. (R)					
	Mobile						Fax					
	E-mail											
Specify the proof of address submitted for correspondence address												
Registered Address <i>(If different from above)</i>												
	City/Distt./Village						State					
	Country						Pin Code					

D. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others - in case of NRI / NRE / NRO		

• 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.




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Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
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G. INVESTMENT / TRADING EXPERIENCE

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

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

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

DECLARATION

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

Place

Date



Client Signature

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

FOR OFFICE USE ONLY

UCC Code allotted to the Client : _____

	Document verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

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

For Ishaan Metals Pvt. Ltd.

Signature of the Authorised Signatory

Date _____

Seal / Stamp of the Member

The Exchange /Forward Markets Commission (FMC) does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange /FMC 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, its Clearing House and/ or Forward Markets Commission 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, client registration form, execution of an agreement etc. and are subject to Rules, Byelaws and Business Rules of the Exchange and its Clearing Corporation/Clearing House, guidelines prescribed by FMC from time to time and circulars as may be issued by the Exchange or its Clearing Corporation/Clearing House from time to time.

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

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

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

i. Risk of Higher Volatility

a. 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 execute 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 Rumours

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

vii. System Risk

- a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

- b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.
- c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

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

2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:- Effect of “Leverage” or “Gearing”:

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

- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

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

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 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 Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.



Client's Signature

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSON 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 itself 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. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

7. 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.
8. 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, as per terms & conditions accepted by the client.
9. 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.
10. 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.

MARGINS

11. 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, Clearing House/Clearing Corporation or FMC) and the client shall be obliged to pay such margins within the stipulated time.

12. 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

13. 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.
14. 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.
15. 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.
16. 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).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued there under 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 there under.

BROKERAGE

18. 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

19. 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.
20. 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

21. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
22. 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.
23. The Member shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
24. 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.

TERMINATION OF RELATIONSHIP

25. 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.
26. 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.

27. 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

28. 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.
29. 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.
30. The Member shall make pay out of funds within 48 hours 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.
31. 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.
32. The Member shall send daily margin statements to the clients. Daily 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.

33. 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.
34. 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 you lodge a claim with the Exchange or its Clearing Corporation / Clearing House within the stipulated period and with the supporting documents.

ELECTRONIC CONTRACT NOTES (ECN)

35. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/ Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
36. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able 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.
37. 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.
38. The Member shall retain ECN and acknowledgement of the e-mail in a soft and nontamperable 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.
39. 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 email 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.

40. 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.
41. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form must be obtained afresh before 1st April of every financial year by following the same procedure. Thus, such declaration would be valid for that financial year only.

LAW AND JURISDICTION

42. 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 there under or Rules of FMC.
43. 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.
44. 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.
45. 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.
46. All additional voluntary 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.
47. 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.



Client's Signature

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT
(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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



Client's Signature

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 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 filling up a standard 'Member-Client Agreement'.
 5. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
 6. Obtain a copy of your KYC, Member-Client Agreement and/ or other documents executed by you with the Member, from the Member.
 7. 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 The trades can be verified online where trade information is available up to 5 working days from the trade date.
 8. 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.
 9. 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.
 10. Obtain receipt for collaterals deposited with the Member towards margins.
 11. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities and details of Client-Trading Member Agreement to know your rights and duties vis-à-vis those of the Member.
 12. Ask all relevant questions and clear your doubts with your Member before transacting.
 13. Insist on receiving the bills for every settlement.
 14. 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.
 15. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
 16. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
 17. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
 18. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
 19. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
 20. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
 21. Understand and comply with accounting standards for derivatives.
 22. 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.
 23. 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.
 24. 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.
 25. In case you have given specific authorization for maintaining running account, payout of funds or delivery of commodities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the Member shall maintain running account for you 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 stock exchanges.
26. 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.
 27. 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.
 28. In case your issue/problem/grievance is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.
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 and entering into the prescribed agreement with the Member.
 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 broker 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.

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.



Client's Signature

VOLUNTARY DOCUMENTS

ELECTRONIC CONTRACT NOTE (ECN) DECLARATION

To,

ISHAAN METALS PVT. LTD.

Member : NCDEX, MCX & ICEX

Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)

Dear Sir,

I, _____ a client with Member M/s. _____ of
_____ 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 or in any other Indian language known to me.
- This declaration is valid till 31st March _____ (yyyy)

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

(The above lines 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 :

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

Date : _____

Client Name : _____

To,

ISHAAN METALS PVT. LTD.

Member : NCDEX, MCX & ICEX

Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)

Client Code : _____

Dear Sir,

Sub: Letter of Authority

I/We am/are dealing in Commodity with you at Commodity Exchanges and in order to facilitate ease of operations, I/We authorize you as under:

1. I/We authorise you to setoff outstanding in any of my accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in Exchange and/or against the value of cash margin or other collateral provided to you by me / us.
2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contracts issued by you.
3. I/We hereby authorize you to keep all the commodities which we give you in margin including the payout of commodities received, to use the commodities for meeting margin / other obligation in Commodity exchange in whatever manner which may include pledging of commodities in favour of bank and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Commodity Exchange or otherwise.
4. I/We hereby authorise you to maintain a running account.
5. I/We request you to retain credit balance in any of my/our account and to use the idle fund towards our margin/future obligation of all the exchanges unless I/We instruct you otherwise.
6. I/We request you to retain/Commodity/warehouse receipt in your Demat account for my / our margin / future obligations at all the Exchanges, unless I/We instruct you to transfer the same to my / our account.
7. I/We request you to consider my / our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me / us all the confirmation on telephone unless instructed otherwise in writing. I/We am / are getting required details from contracts issued by you.
8. I/We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
9. I/We will inform you the change in my / our e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
10. Trading of Commodity is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders.
I/We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control and may result in delay in processing or note processing buy or sell orders either in part or in full.
I/We agree that I/We shall be fully liable and responsible for any such problems/ glitch.
11. I/We confirm that I/We will not sublet the trading terminal on any term of connectivity from my / our place without your prior approval.
12. I/We shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.
13. I/We agree that any loss due to any erroneous entry / erroneous order modification shall be entertained only to the extent of insurance received.
14. I/We agree that any MTM loss on open positions should be adjusted against the initial deposit maintained in cash by me / us with you.

Thanking you,

Yours faithfully,



Client's Signature

ADJUSTMENT OF BALANCES IN FAMILY ACCOUNTS

To,
ISHAAN METALS PVT. LTD.

Date : _____

Member : NCDEX, MCX & ICEX

**Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)**

Dear Sir,

We, the below mentioned family members, have been regularly trading and investing with you on the MCX.

For the purpose of operations with you, we agree to be treated as family account.

In order to facilitate operations we hereby authorise you to set off the outstandings in any of the below mentioned accounts against credits/commodities available or arising in any of below accounts irrespective of the fact that such credits/commodities in the accounts may pertain to transactions in any segment of any Exchange and/or against the value of cash margin or collateral in the form of warehouse receipts. Bank guarantees, Immoval property/shares or other as provided by any member(s) of the family.

In order to facilitate operations, we authorise the Member to maintain a running accounts instead of settlement clearance of dues or delivery of commodities to us.

We agree to intimate you from time to time any additions or deletions of clients to the said family. We agree that any deletion shall take effect only on completion of settlement and adjustment of balance in all the accounts of the clients belonging to the family.

We have affixed our signatures below consenting to the above mentioned terms of adjustments.

Sr. No.	Name of the Person	Client Code			Signature of the Person
		NCDEX	MCX	ICEX	



Client's Signature _____

DECLARATION BY THE USER

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

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



Client's Signature _____

Date : _____ Place : _____

CLIENT DEFAULTER DECLARATION

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

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

Client's Signature  _____

Name :

Client Code : Date :

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

DECLARATION FOR NAME MISMATCH

I hereby declare that

- 1. My name mentioned in PAN Card is _____
- 2. In additional ID Proof i.e. Voter Id / Passport / Driving License it is _____
- 3. In Bank A/c No. _____ it is _____
- 4. In _____ in this _____

Further I declare that the names mentioned in above details documents pertains to me, therefore I request my account and make all payouts in the same name as mentioned in my bank proof.

Thanks.



Client's Signature _____

Name:

Client Code:

Date:

MOBILE DECLARATION

I, _____ having Pan No. _____ do hereby declare that my mobile no. is _____ Further, I authorize ISHAAN METALS PVT. LTD. that the same maybe used for giving me any information/alert/sms/call/password.

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



Client's Signature _____

Name:

Client Code:

Date:

FORMAT OF LETTER TO BE OBTAINED FROM THE BANK FOR VERIFICATION

To,

ISHAAN METALS PVT. LTD.

Date : _____

Member : NCDEX, MCX & ICEX

Regd. Office : 39-A, Double Storey, Main Road, Malkaganj, Delhi-110007 (India)

Dear Sir,

This is to certify that the account no. of M/s. _____ with M/s. _____ with our branch has been active since _____ years/months and the operation of the account has been satisfactory.

We further confirm that the photograph herein bears likeness to the identity of the above mentioned person & that the address of the person is as given below :

Bank stamp
across
photograph

Type of Account _____

Client Signature : _____

Name, Signature of the Branch Manager

Signed in my presence and Attested :

Stamp of the Bank and the Branch

Signature of Branch Manager :

DECLARATION BY HUF

To,
ISHAAN METALS PVT. LTD.
Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)

Dated : _____

As our HUF firm wishes to open an account with you in the said name.....

we beg to say that the first signatory to this letter, i.e.,is the Karta of the Joint Family and other signatories are the adult co-parceners of the said family.

We further confirm that the business of the said joint family is carried on mainly by the said Karta as also by the other signatories hereto in the interest and for the benefit of the entire body of co-parceners of the joint family. We all undertake that claims due to you from the said family shall be recoverable personally from all or any of us and also for the entire family properties of which the first signatory is the Karta, including the share of minor co-parceners

In view of the fact that ours is not a firm governed by the Indian Partnership Act of 1952, we have not got our said firm registered under the said Act.

We hereby undertake to inform you of the death or birth of a co-parcener of any change occurring at any time in the membership of our joint family during the currency of the account.

This is to certify that following are the family members under _____ (HUF)										
S. No.	Name	Gender (Male/Female)	Relationship with Karta	Date of Birth						
1.				D	D	M	M	Y	Y	Y
2.				D	D	M	M	Y	Y	Y
3.				D	D	M	M	Y	Y	Y
4.				D	D	M	M	Y	Y	Y
5.				D	D	M	M	Y	Y	Y
6.				D	D	M	M	Y	Y	Y
7.				D	D	M	M	Y	Y	Y

For _____ (HUF)

* Please stamp and sign.



Client Signature (Karta)

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

(To be Obtained on Pre-Printed Letter head of the firm)

To,

ISHAAN METALS PVT. LTD.

Dated : _____

Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)

Dear Sir/Madam

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

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

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

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

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

Yours truly,

Name of the Sole Proprietor / Partner / Karta : _____

Signature Sole Proprietor / Partner / Karta : _____

DECLARATION BY PARTNERSHIP

(To be obtained on Pre-printed letter head of the firm)

To,

ISHAAN METALS PVT. LTD.

Regd. Office : 39-A, Double Storey, Main Road,
Malkaganj, Delhi-110007 (India)

Dear Sir,

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

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

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

Yours truly,

Signature of Partner with rubber Stamp

Signature of Partner with rubber Stamp

Signature of Partner with rubber Stamp

**FOR TRADING ACCOUNT OPENING
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS**

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

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

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

Resolved that the Company/Trust be registered as CLIENT with ISHAAN METALS PVT. LTD., member of NCDEX/MCX/ICEX and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories:

SNo.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise through ISHAAN METALS PVT. LTD. on the behalf of the Company/Trust.

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

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

For _____ Ltd.

Chairman / Company Secretary / All Trustees

Specimen Signatures of the Authorised Persons

S. No. Name

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

ACKNOWLEDGEMENT

To,
ISHAAN METALS PVT. LTD.

Dated :

MEMBER : NCDEX, MCX & ICEX

Regd. Office : 39-A, Double Storey, Main Road, Malkaganj, Delhi-110007

Dear Sir,

I/We hereby acknowledge the receipt of Risk Disclosure Document, Right and Obligations and Guidance Note with duly executed copy of KYC and other documents. Further I/We confirm that the supporting documents for KYC submitted by me/us are true and correct. I/We acknowledge that the other details related to my/our account are as under:

Name..... Address.....

.....Trading Code.....

UCC..... My Email Id.....



Client's Signature