

NDA NDA COMMODITY BROKERS PVT. LTD.

MCX Membership Registration No. 16400 NCDEX Registration No.: 00258 FMC Registration No. MCX/TCM/CORP/0527 NCDEX/TCM/CORP/0312 1002-A, Arunachal Building,

19, Barakhamba Road, New Delhi-110 001 Tel.: 91-11-46204000, 23712751, 23717551, 23713696

> Email: info@ndaindia.com Website: www.ndaindia.com

Compliance officer Name: Arun Kumar Mistry Ph.: 011-46204040 Email: arun@ndaindia.com

CEO Name: Prashant Gupta

Ph.: 011-46204060 Email: prashantgupta@ndaindia.com

S.No.	Name of the Document Brief Significance of the Document No.							
MAND	MANDATORY DOCUMENTS AS PRESCRIBED BY FMC & EXCHANGES							
1.	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent and an instruction/check list.	1-7					
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	8-11					
3.	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	12-17					
4.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	18-20					
5.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s) (to be added by the member).	20					
VOL	JNTARY DOCUMENTS AS PROVIDEI	D BY THE MEMBER *						
6.	Other Documents		21-33					
7.	Format of Board Resolution and the I	nstruction for filling	34-36					

- For any grievance/dispute please contact member NDA COMMODITY BROKERS PVT LTD at the above address or email id- investorcell@ndaindia.com and Phone no. 011-46204009, 9310614005. In case not satisfied with the response, please contact the concerned exchange(s) at askus@ncdex.com, Tel.: 91-022-66406789 for NCDEX, info@mcxindia.com, Tel.: 91-022-67318888 for MCX.
- Following documents should not form part of either mandatory or Voluntary documents:
 - 1) Authorization letter for any inter family / group company / related accounts adjustment
 - 2) Authorization of adjustment of funds among securities exchange and commodities exchange

Client Registration Form: individual Client (Business Rule: 27 (b))



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Tel.: 91-11-46204000, 23712751, 23717551, 23713696

Email: info@ndaindia.com

Photograph

Sign across the photograph

D		•
Dea	rъ	ır.

We request you to register us as your client. The Details of Registration is as under:	ر ا
Please fill this form in ENGLISH and in BLOCK LETTERS.	D~

PERSONAL D	ETAIL														
Name of the Ap	pplicant														
Father's / Spou	ıse Name	Э													
Marital Status	Single	Married	Date of Birth	D	D	M	M	Υ	Υ	Υ	Υ	Gen	der	Male	Female
Nationality															
Status*				Re	sider	nt ind	ividu	al	N	on Re	esider	nt	For	eign Na	ational
IT Permanent A	Account I	Number (I	PAN)						UID /	Aadh	aar, if	availal	ole		
Any other addit	tional pro	of of iden	tity												
Correspondence	ce Addres	SS													
House No.															
					City										
Pincode										S	tate				
Country										Tel.	No.#	:			
Telephone No.	(With S7	ΓD Code)								F	ax				
E-mail										М	obile				
Specify the pro	of of add	lress subr	nitted for co	orresp	ond	ence	Add	ress	;						
Permanent Add	dress														
										(City				
Pincode										S	tate				
Country										Tel.	No.#	=			
Telephone No.	(With S7	ΓD Code)								F	ax				
E-mail										М	obile				
* If Non Resident/Foreiç # If you have a landline				roval ob	tained	must be	attache	ed		•					

Client Registration Form: Non-Individual Client (Business Rule: 27 (b))

Dear Sir,

City / District / Village

Telephone/Res. No. (With STD Code)#

#If you have a landline connection, kindly provide the same.

Pin Code

E-mail

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Tel.: 91-11-46204000, 23712751, 23717551, 23713696

Email: info@ndaindia.com

We request you to register us as your client. The Details of Registration is as under:

Photograph

Sign across the photograph

State

Country

Fax

Mobile

Please fill this form in ENGLISH and in BLOCK	(LETI	TERS	S					·			
PERSONAL DETAIL											
Name of the Applicant											
Date & Place of Incorporation	D	D	M	M	Υ	Υ	Υ	Υ			
Date of Commencement of Business	D	D	M	M	Υ	Υ	Υ	Υ	Place	of inco	rporation
PAN	D		D			D		D	D	D	D
Registration No. (E.g. CIN)											
Any other Additional Proof of Identify											
Status (Please tick any one)		Private Limited Co. Body Cor				Corp	orate Public Ltd. Co.				
		Partr	nersh	ip			Trus	t [HUF	-	LLP
Others (Please specify)								•		•	
(In case of foreign entity of entity with foreign sharel	nolders,	self c	ertified	d copy	of st	atutory	/ appr	oval c	btained	must be a	attached)
ADDRESS DETAILS (Proof of address must be different from the	e proo	f of ic	dentif	y sub	mitte	ed)					
Address for Correspondence											
City / District / Village							Sta	te			
Pin Code							Cou	untry			
Telephone/Res. No. (With STD Code) #					•		Fax	(
E-mail							Mol	bile			
Specify the proof of address submitted for	corres	pond	ence	Add	ress		•		•		
Address for Correspondence											

OTHER DETAILS						
Gross Annual Income Details (please specify)	Below Rs. 1 Lac Rs. 1 La	Rs. 1 Lacs To Rs. 5 Lacs				
Rs. 5 Lacs To Rs. 10 Lacs	Rs. 10 Lacs To Rs. 25 Lacs	Above Rs. 25 Lacs				
Net-worth as on (Net Worth should not be older than 1 year	D D M	M Y Y Y				
Occupation (please tick any one and give brief detail	Private Sector Public Sector	Govt. Service				
Business Professional	Farmer Others (Specify)					
Please tick, as applicable		a Politically Exposed Person (PEP)				
Details of Bank Account	Not a Politically Exposed Person (PEP) Not Related	to a Politically Exposed Person (PEP)				
Name & Address pf Bank						
Account Number						
Account Type	Saving / Current / Others MICR Nu	ımber IFSC Code				
Name & Address of Bank						
Account Number						
Account Type	Saving / Current / Others MICR Nu	ımber IFSC Code				
Depository Account Details, if av	ilable	'				
Depository Participant Name	NSDL	CDSL				
Beneficiary Name	DP ID	•				
Beneficiary ID (BO ID)						
Depository Participant Name	NSDL	CDSL				
Beneficiary Name	DP ID					
Bbeneficiary ID (BO ID)						
Traiding Preference (Commodity Exchanges	on which you wish to trade)					
Sr. Name of the National No. Commodity Exchanges	Date of Consent for trading on concerned Exchange	ure of the Client				
NCDEX National Commodity & Derivatives Exchange Limite						
MCX Multi Commodity Exchange of India Limited						

Investment/Trading Experience		
No Prior Experience Years in Commo	odities	
Years in Other investment related fields		
Sales Tax Registration Details		
Local Sales Tax State Registration No.	Validity Date	
Name of the State		
Central Sales Tax: Registration No.	Validity Date	
Other Sales Tax State Registration No.	Validity Date	
Name of the State		
VAT DETAILS (As applicable, State wi	ise)	
Local VAT Registration No.	Validity Date	
Name of the State		
Other VAT Registration No.	Validity Date	
Name of the State		
PAST REGULATORY ACTIONS	•	
	ted/pending/taken by FMC/SEBI/Stock excharity against the client during the last 3 years:	
DEALING THROUGH OTHER MEMBE	ERS	
	er, provide the following details (in case dealing water sheet containing all the information as mention	
Member's/Authorisied Person (AP)'s Name		
Exchange		
Exchange's Registration Number		
Concerned Member's Name with whom the AP is registered		
Registered office Address		
Phone	Fax	
Email	Client Code	
Website		
Details of disputes/dues pending from/t	to such Member/AP	

Full Name of Promoters / Partners / Kaeta / Trustees and whole time Directors												
Residential Address												
Pin Code						Τ						
Photographs of Promoters / Partners /		•								F	hotogra	aph
Karta / Trustees and whole time Directors										Sig	ın acros	ss the
PAN											hotogra	
DIN / DPIN / UID of Promoters / Partners / LLP Partners and whole time directors												
INTRODUCER DETAILS (Optional)												
Name of the Introducer	(Sur	name)			(Na	ame)		((Mide	dle Nar	me)
Status of the Introducer	Aut	horise	ed Pe	erson	ا ا ا		Exis	ting (Client	t	Ot	hers
Please Specify												
Address and Phone no. of the Introducer												
Signature of the Introducer												
ADDITIONAL DETAILS Whether you wish to receive communication {If yes then please fill in Appendix-A} NOMINATION DETAILS			er is	elec	tron	ıci f	orm	on yo	our E	mail	-id [Yes	s/No]:
I/We wish to nominate I/We do not wish Name of the Nominee		mate										
Relationship with the Nominee												
PAN of Nominee												
Date of Birth of Nominee												
Address and phone no. of the Nominee												
If Nominee is a minor, details of guardia	in											
Name of guardian												
Address and phone no. of Guardian												
Signature of Guardian												
WITNESSES (Only applicable in case the	account	holde	r has	s ma	de r	non	ninat	ion)				
Name		Na	me									
Signature (Sig	natu	re 🛚	<u> </u>							
Address			dress									

DETAILS IN CASE OF NON-INDIVIDUAL CLIENTS	
Promoters/Partners/Karta/Trustees and directors of	
Name (I) :PAN:	Photograph of
Address City/Town/Village :Pin Code:	Promoter/Partner/ Karta/Trustee and
State :Country:	director
Please tick, if applicable, for any of your authorized signaturies/Promoters/Partners/Karta/Trustees/ directors/whole time directors:	
Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)	
Not a Politically Exposed Person (PEP) Not Related to a Politically Exposed Person (PEP)	
Any other information :	•••••
Name (I) :PAN:	Photograph of
Address City/Town/Village :Pin Code:	Promoter/Partner/ Karta/Trustee and
State :Country:DIN/UID :	director
Please tick, if applicable, for any of your authorized signaturies/Promoters/Partners/Karta/Trustees/directors/whole time directors:	
Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)	
Not a Politically Exposed Person (PEP) Not Related to a Politically Exposed Person (PEP)	
Any other information :	<u> </u>
Name (I) :PAN:	
Residential :	Photograph of Promoter/Partner/
Address City/Town/Village :Pin Code:	Karta/Trustee and
State :Country:	director
DIN/UID:	
Please tick, if applicable, for any of your authorized signaturies/Promoters/Partners/Karta/Trustees/ directors/whole time directors:	
Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)	_
Not a Politically Exposed Person (PEP) Not Related to a Politically Exposed Person (PEP)	
Any other information:	•••••
Name (I) :PAN:	Dhotograph of
Residential:	Photograph of Promoter/Partner/
Address City/Town/Village :Pin Code:	Karta/Trustee and
State :Country:DIN/UID :	director
Please tick, if applicable, for any of your authorized signaturies/Promoters/Partners/Karta/Trustees/	
directors/whole time directors:	
Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)	
Not a Politically Exposed Person (PEP) Not Related to a Politically Exposed Person (PEP)	
Any other information :	•••••
Date: Name & Signature of the A	authorised Signatory
Tame a signature of the A	

DECLARATION

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

Place:	
Date:	Signature of Client
FOF	R OFFICE USE ONLY
	Documents verified with Originals
UCC Code allotted to client	
Name of the Employee	
Employee Code	
Designation of the employee	
Date	
Signature	
documents. I/We have also made the client Dont's' and Guidance Note. I/We have given/ any change in the tariff sheet and all the vo	nt aware of tariff sheet and all the voluntary/non-mandatory aware of 'Rights and Obligations' document (s), RDD, 'Do's and sent him a copy of all the KYC documents. I/We undertake that cluntary/non-mandatory documens would be duly intimated to hange in the 'Rights and Obligations' and RDD would be made information of the clients.
Date:	Signature of the Authorised Signatory
	Seal/Stamp of the Mamber

ANNEXURE-2

RISK DISCLOSURE DOCUMENT

The Exchange does not expressly or impliedly, guarantee nor make any're presentation 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 dearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by FMC from time to time and circulars as may be issued by the Exchange from time to time.

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

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

- 1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.
 - i. Risk of Higher Volatility

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



ii. Risk of Lower Liquidity

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minima! 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.

lii. 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 wilt 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 price 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 (national) 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 tie features, risks, responsibilities, obligations and liabilities associated with commodities tradins 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 dient 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 condicted, 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; therefore, subject to specific acceptance 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 dient 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 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/settiement 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, ci culars, 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 contrect(s) with client(s).
- 17. 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

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 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

- 24. 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.
- 25. 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, al! 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-
- 26. 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

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

- 31. 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.
- 32. 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.
- 33. 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 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.

ELECTRONIC CONTRACT NOTES (ECN)

- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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/drculars/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-
- 38. 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.



- 39. 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.
- 40. 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

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Byelaws, 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.
- 47. 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 PROFIDED BY STOCK BROKERS 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.



ANNEXURE-4

GUIDANCE NOTE – DO'S AND DON'TS FOR THE CLIENTS

Do's

- 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 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 a vailable on the Exchange website at the following link http://www.ncdex.com/Market_Data/Trade_verification.aspx. The trades can be verified online where trade Information is available up to 5 working days from the trade date,
- 7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
- 8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
- 9. Obtain receipt for collaterals deposited with the Member towards margins.
- 10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-a-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 if 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 Commodity Exchange. 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.

BROKERAGE SLAB (SUBJECT TO CHANGE WITHOUT NOTICE)

	NCDEX	
Brokerage Slab	Slab in %	Minimum per Lot
Delivery Based		
Square Off		
Option		
	MCX	
Brokerage Slab	Slab in %	Minimum per Lot
Delivery Based		
Square Off		

Other Charges :	As	applicable	from	time	to	time.
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Digitally Signed Contracts/ Communications All Exchanges — Voluntary

Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure smooth communication between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client has the right to terminate the document.

To,

NDA COMMODITY BROKERS PVT. LTD. 1002A, Arunachal, 19, Barakhamba Road, New Delhi-110001

Re: Digitally signed contract/communication confirmation

I/We hereby consent for receiving contract notes in an electronic form (ECN) and other digitally signed communication like quarterly statement of account and commodities, acknowledgement of commodity in or out, daily margin report settlement of funds and commodities, period review of information, margin calls, and any other document via email on our email ID as under

Client E-mail:	

I/We understand that:

- You shall be issuing ECNs and other communications authenticated by means of digital signature certificate from Certifying Authority under the ITAct, 2000.
- All communications sent by you through the e-mail shall be digitally signed, encrypted, non tamperable and shall comply with the provisions of the ITAct, 2000. In case the communication is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- You will allot a unique user name and password to enable us to access the ECNs posted on the website www.ndaindia.com in a secured way with an option to access the same and save the contract note electronically or take a print out of the same.
- We have noted that non-receipt ot bounced mail notification from our email ID shall amount to delivery of the ECNs/ communication at our e-mail ID.
- Wherever the ECNs have not been delivered or has been rejected. I/we will collect physical contract note from your office.
- Any change in the email ID shall be communicated by us through a physical letter to yourselves.



I/we further hereby authorize you to please provide me/us daily end of the day position or any message related to trading/analysis of Stocks, commodity & derivatives on my mobile number:				
I/We declare that this is my personai mobile number and is always in my safe custody, I shall keep NDA COMMODITY BROKERS PVT. LTD LTD. informed of any change in my mobile number, and ensure that I receive a confirmation from of the same.				
In case of any discrepancy in sms at end of the day position, I shall inform the company in writing within 24 hours of receiving the sms, otherwise it would be presumed that all information provided by the company is correct & accepted to me.				
I/We are fully aware of the risk of electronic loss/ theft and agree to be solely liable and responsible for the same as well as for any unauthorized use/ misuse of the E-mail/SMS. I understand NDA COMMODITY BROKERS PVT. LTD. will not be anyway responsible or liable for the same.				
Further, I hereby confirm and declare that any or all such requested assistance/information would not be held against you for any problem that may occur to me. Please also note I am responsible for all my trading and investment decisions and under no circumstance your staff, employee or associates will be held liable for any depreciation/diminution in my investments or any loss in trading.				
Kindly consider my above request and declaration.				
Client Name : (Client Signature)				
Address: Client Code:				
•••••••••••••••••••••••••••••••••••••••				
Date:				
Date:				

FORM FOR REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND EMAIL ADDRESS. Date: To, The Compliance Officer, NDA Commodity Brokers Pvt. Ltd. Member TM ID: NCDEX: 00258, MCX:16400 1002A, Arunachal, 19, Barakhamba Road, New Delhi 110001 We/I are/ am aware that National Commodity & Derivatives Exchange Ltd (NCDEX)/ Multi Commodity Exchange of India Ltd. (MCX) provides SMS/email alerts to the constituents (clients) of its member for trades executed on its platform. We/I hereby provide and confirm my/our mobile number and/or email address as stated below for the purpose of receipt of SMS/email alerts. I want to receive transaction alerts in SMS as well as Email from NCDEX MCX I want to receive transaction alerts only in SMS from NCDEX MCX I want to receive transaction alerts only in Email from NCDEX MCX I do not want to receive any transaction alerts from NCDEX/MCX, specify reason The alerts should be sent on: Mobile number (enter 10 digit mobile no): We/I agree to the terms and condition specified by the Exchange in its circular no. NCDEX/COMPLIANCE-007/2012/093 & MCX/T&S/165/2012 as modified from time to time. We/I are/am aware that the receipt of SMS/Email alerts on the above mobile number and/or email address can be stopped only on our/my written request. Name of the client: Signature: Client ID: [it may please be noted that this alert facility is only an additional facility provided by the Exchange and shall

not be construed as substitute for any of the obligations of the Member to issue contract notes etc. as required under the Rules, Bye laws and Regulations of the Exchange. The Clients shall not rely solely on such alert / information for any purpose. The Exchange shall not be liable for any delay or any other interruption which may occur due to any reason including network or technical problems, server breakdown, maintenance shut down, breakdown of communication services or any other such technical disruption or any disruption beyond reasonable control of the Exchange.]

NDA Commodity Brokers Pvt. Ltd. NCDEX Membership No. 00258 P06, Arunachal, 19, Barakhamba Road, New Delhi - 110001
Dear Sir,
subject: My/Our request for trading in commodity forward contracts/ commodity derivatives on NCDEX as your client
/We, the undersigned, have taken cognizance of circular no. NCDEX/TRADING-114/2006/247 dated september 28, 2006 issued by the National Commodity & Derivatives Exchange Limited (NCDEX) on the guidelines for calculation of net open positions permitted In any commodity and I/we hereby undertake to comply with the same.
/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by NCDEX or Forward Markets Commission and such position limits will be calculated in accordance with the contents of above stated circular of NCDEX as modified from time to time.
/We undertake to inform you and keep you informed if I/any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUF/Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/ commodity derivative on NCDEX through you or through any other member(s) of NCDEX, to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX as modified from time to time.
/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives or me/us as your clients on NCDEX only on the basis of our above assurances and undertaking.
Yours faithfully,
For
(Signature)
Sole Proprietor/Partner/Director/Karta/Trustee*
*Strike off which is not applicable

To,
All Clients,
Dear Sir/Madam,
This is to inform you that as per the circulars issued by NCDEX and MCX, it is necessary that a client shall not hold open positions in excess of those specified by the concerned exchange for that particular commodity.
Please go through the circulars thoroughly and keep a strict adherence to the same. In case of a violation by you in any circumstances any penalty or fine is imposed by any exchange, it shall solely be your responsibility and you would be liable to pay the same. The company shall not, in any case, bear any of the fines, in part or in total, levied in such a case.
Kindly take note of the same and act accordingly.
Please also sign the following undertaking to this effect.
Thanking you,
NDA COMMODITY BROKERS PVT. LTD.
<u>UNDERTAKING</u>
I/We, having client code are trading with you in NCDEX / MCX, do hereby undertake that I/we have gone through the said circulars and in case of any failure on my part to observe the open position limits specified in a commodity by NCDEX / MCX, whole of the risk of any penalty, fine, imposed by NCDEX / MCX, shall be mine/ours and I/we undertake to bear the whole of it myself/ourselves.
Date: Signature
Date: Signature
Date: Signature Place: Name:

To,	
M/S NDA COMMODITY BROKERS PVT.LTD. 1002A, Arunachal,	
19, Barakhamba Road,	
New Delhi-110001	
Reg: MY/OUR NCDEX & MCX TRANSACTIONS WITH YOU.	
Dear Sir,	
I am/we are dealing in NCDEX & MCX with you for Purchase and Sale of Commodare very frequent for purchase and sale of Commodities, therefore I/We aut payment of funds and securities to meet my/our margin and pay-in requirement release the funds and securities as per my/our requirement from time to lime.	horise you to retain my/our
I/We also confirm that our order for purchase and sale of Commodities, minstructions, which may be given to you through telephone, will be order/instructions and shall be binding on me/us. These are my/our statements compliance please.	treated as our confirmed
I/We request you to not send/provide the trade confirmation slip as gene execution of a trade.	rated by trading system on
Thanking you,	
	Yours faithfully,
Client Name :	(Client Signature)
Address:	Client Code:
•••••	
•••••	
Date:	
Place:	

To. The Director, M/s NDA Commodity Brokers Pvt. Ltd. 1002A, Arunachal, 19, Barakhamba Road New Delhi- 110001	
Dear Sir.	
Sub: Authority letter for Transfer of Funds from/to NSE/BSE/NSE-FMCX/NCDEX, of Client(Name (Client Code)	
I/we, am/are dealing on NSE/BSE/F&O/NSEL with your Group companies a transfer the fund from/to my/our account in above said Segment with the group Commodity Market Segment account to meet MTM. & margin requirement or set	p companies to/from my/our
Thanking you,	
	Yours faithfully,
Client Name :	(Client Signature)
Address:	Client Code :
•••••••	
•••••••••••	
Date:	
Place:	

ALL EXCHANGES RUNNING ACCOUNT AUTHORISATION - VOLUNTARY

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure running on a day to day basis between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client has the right to terminate the document.

Date	
To, NDA Commodity Brokers Pvt. Ltd. 1002A,Arunachal, 19, Barakhamba Road, New Delhi-110001	
Sir(s), **Re: Running Account Authorisation** We are aware that as per the FMC Exchange requirements, the settlement of funds/securities showithin one working day of the payout. However, we request you to kindly keep my account as account, which will entail that all commodities and funds due to us on payout shall be with yourselves and given to us only on demand.	a running
Since the transactions are very frequent for purchase and sale of Commodities, therefore I/We are to retain my/our payment of funds and commodities to meet our/my margin and pay-in requirer will advise you to release the funds and commodities as per my/our requirement from time to time I request you to retain credit balance in any of my account and to use the idle funds to margin/future obligations at the exchange unless I instruct you otherwise. I request you to retain commodities in your demat account for our margin/ future obligation a exchanges unless I instruct you to transfer the same to my account. I request you to please settle my statement of account for funds and commodities on following unless I instruct you otherwise. Quarterly basis Monthly basis Hereby state that all the above declaration will be valid until and unless I revoke the authorization and I can revoke the same at any time.	owards my at both the
 I understand that: As per FMC requirements, the authorization shall be dated. We can revoke this running account authorization at any time at my description. The manner of renewal will be as per the policies on your website www.ndaindia.com where all circumstances shall be conforming to the norms prescribed by FMC/ Exchanges. You shall transfer the funds / commodities lying in our credit within one working day of the the same are lying with you and within three working days from the request if the same are the Clearing Member/ Clearing Corporation. 	request if
	3.
(Signature	e of Client)

any holder of the Power of Attorney.

Note: The authorization shall be signed by the client only and not by any authorised person on his behalf or

LETTER FOR OPERATION OF ACCOUNT — ALL EXCHANGES

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure running on a day to day basis between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client has the right to terminate the document)

Date		
ם דבוו		

To, NDA Commodity Brokers Pvt. Ltd. 1002A, Arunachal, 19, Barakhamba Road, NEW DELHI-110001

Reg.: LETTER FOR OPERATION OF ACCOUNT

Dear Sir,

For the smooth operations of the account, kindly note our following instructions:

- 1. Since the transactions are very frequent for purchase and sale of commodities. I/we authorize you to retain my/our payment of funds and commodities to meet our/my margin and pay in requirement. I/we will advise you to release the funds and commodities as per my requirement from time to time.
- 2. I/We also deal in other exchange & you can transfer the funds to my/our account in other exchange to meet Pay-in/Pay-out of margin requirement.
- 3. I/we also confirm that my/our order for purchase and sale of commodities, modification and cancellation instructions which may be given to you through telephone will be treated as our confirmed order instructions and shall be binding on me/us. These are my/our standing instructions for your compliance please.
- 4. I/we authorize you to inter segment/inter exchange transfer or hold funds, commodities, debit, credit etc. among my/our family members A/c with you for group/associates companies. I/we also authorize you to debit charges for depository services and other incidental charges to my/our account.
- 5. I/we authorize you to debit charges incurred for the commodities pledged by me/us.
- 6. I/we authorised you to debit my trading account in case of you 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 my self.
- 7. All fine panelties and charges levied upon you due to margin shortage and my trading code modification etc. may be covered by you from my trading account.
- 8. I/we authorised you to debit my trading account with sms charges towards market clues and trading calls through sms if I provide a specific consent in this regard.
- 9. I/we authorised you to debit my trading account with internet trading charges as applicable from time to time.
- 10. I/we hereby authorize you to close out my position and sell the commodities held with you in case there is undue delay/default by me in making the due payment to you to the extent of my obligation to you in respect of the transactions done by me. I understand that during such closing out of position by you for any of the above reasons, if any loss occurs, I will be liable to make good the same to you.
- 11. Trading on the NCDEX, MCX & NSEL are done in the electronic mode through the use of VSAT, VPN, ISDN, Modem, Leased Line or other electronic facility and computers through which the orders are executed. In case of any failure of the communication set up due to failure of the system, delay in executing orders, halt in trading or any such technical problem or temporary suspension by the exchange for whatever reasons, where connecting to the system may be beyond your control and the orders to buy/sell are delayed, I/we will not hold you responsible for the same either in part or in full.

Thanking you,	Yours faithfully
manking you,	iouis iaitiiiutt

	(Signature of Client)
Name:	
Address:	
Note: The authorization shall be signed by the client only and not	h

Note: The authorization shall be signed by the client only and not by any authorised person on his behalf or any holder of the Power of Attorney.

LETTER FOR AUTHORISED SIGNATORIES ALL EXCHANGES

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the
stock broker/ trading member and the client. The same are required in order to ensure running on a day to
day basis between the stock broker/ trading member and the client. The client need not execute this
document if he / she does not wish to. The client has the right to terminate the document)

document if ne / sne does not wish to. The	e client has the right to termina	te tne docu	•
			Date
To,			
NDA Commodity Brokers Pvt. Ltd.			
1002A, Arunachal,			
19, Barakhamba Road,			
New Delhi-110001			
Sir(s),			
Re: Le	tter for authorized signatori	ies	
Kindly find below a list of authorized signs 1. Placing/modifying/canceling orders o 2. Acknowledging contract notes issued by 3. Communicating changes in our KYC det	on our behalf y you to us for our trades ails including brokerage applica		uding but restricted to
4. All other communications from us to yo	u		
Name of the Authorised Person	Signature of Authorised Per	son	Relation, if any
1			
2			
3			
		Thankin	g you
		<u> </u>	
		(Signatur	e of Client)

Voluntary

DECLARATION TO BE GIVEN BY PARTNERS

(To be Obtaine	ed on Pre-Printed Letter Head	of the firm)
		Dated
To, NDA Commodity Brokers Pvt. Ltd. 1002A, Arunachal Building, 19, Barakhamba Road, New Delhi-1100	01	
Dear Sir,		
We refer to the trading account opene		
We he	ereby authorise following partne	ers severally on behalf of the firm :
Name of Partner 1	Designation	Specimen Signature
2		
<i>L</i>		<u> </u>
3		
negotiate and to do all acts and form trading account with NDA Commodity sign the authority letter for adjustmen. We recognize the a beneficiary account the partnership firm as per regulation and for the purpose of completing operations, we authorize you to remain having DP ID opened. I/We agree that the obligations for completed through transfer to/from the made by you to the beneficiary account executed in the above trading account. Yours Truly,	Brokers Pvt. Ltd. on behalf of to to f balances In family accounts and cannot be opened with a dep as. To facilitate operations of the the commodities transfer oble cognize the beneficiary accounts as a joint account in the names commodity purchased and/or solution the above mentioned account.	he firm. We also authorise them to so pository participant in the name of the above trading account with you signations, pursuant to the trading unt nowith depository of the all the partners of the firm. It is the partners of the firm. It is the partners of the firm.
Name of Partner 1	Designation	Specimen Signature
2		
3		
Instruction: Should be signed by all r	partners of the firm with rubbe	er stamn

instruction: Should be signed by all partners of the firm with rubber stamp

For Companies Official Use Only

DECLARATION BY SALES PERSON/SUB-BROKER/AUTHORISED PERSON (for the use of NDA only) Dated..... To, NDA Commodity Brokers Pvt. Ltd. 1002A, Arunachal Building, 19, Barakhamba Road, New Delhi-110001 Dear Sir, This is in reference To the trading account under consideration In the name of R/o......I declare that I have met the above captioned person personally & have verified copy/of under mentioned KYC documents with original, which is enclosed with account opening form & I also confirm that client has signed at the designated places in this form in his/her own hand in my presence. The following KYC documents are checked and verified form the original documents: The above statement is true and correct and made under my own free mind without having any coercion, misrepresentation or fraud. Name of the Person / Sub Broker / Authorised Person / Remisier _____ Signature: Employee / Branch Manager Branch Name: For office use: Name of Officials Remark:

ADJUSTMENT OF FAMILY ACCOUNT BALANCES NDA Commodity Brokers Pvt. Ltd. 1002A, Arunachal, Dated:..... 19, Barakhamba Road, New Delhi - 110001. Dear Sir. Sr. Name of the Family Members/ Client Code of Family Member / Category No. **Associates Associates** 1 2 3 4 5 6 I/We the above mentioned, being the members of family have been regularly, trading and investing on the NCDEX/MCX/NSEL with you. For the purpose of operations with you, we agree to be treated as a family account. I/We the above named, hereby authorize you to set off the outstanding of any nature whatsoever in any of the above mentioned account against credits of any nature whatsoever available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of NCDEX/MCX/NSEL or against the value of cash margin or collaterals provided to you by any member(s) of the family or otherwise also. I/We will inform you of any additions or deletions in the family accounts as stated above. I/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. I/We also authorize you to retain our payments of funds and securities to meet our margin and pay in requirement. We will advise you to release funds / securities as and when needed from time to time. Thanking you, Yours truly, _____ (Account Holder) 2. ⊗ _____(Family Member) Name: Name: ⊗____ 3. _____ (Family Member) 4. Ø_____ _____(Family Member) Name: Name:

Name:

_____(Family Member)

_____ (Family Member)

5.

Name:

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

- 1. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
- 2. PAN card with photograph.
- 3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, 1CWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks,

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

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

- 1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
- 2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
- 3. Bank Account Statement/Passbook Not more than 3 months old.
- 4. Proof of address issued by any of the following; Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary

- public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- 5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- 6. The proof of address in the name of the spouse may be accepted.

D. Exemptions to PAN

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

- 1. Transactions undertaken on behalf of Centra! 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 Commerda!/ 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 when 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 me nationed below:

Types of entity	Documentary requirements			
Corporate	* Copy of the balance sheets for the last 2 financial years (to be submitted every year).			
	* Copy of latest share holding pattern Including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).			
	* Photograph, POI, POA, PAN and DIN numbers of whole time directors/ two directors in charge of day to day operations.			
	* Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.			
	* Copies of the Memorandum and Articles of Association and certificate of incorporation.			
	* Copy of the Board Resolution for investment in commodity market.			
	* Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal In commodity derivatives on behalf of company/"rm/others and their specimen signatures.			
Partnership firm	* 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	* Copy of the balance sheets for the last 2 financiai 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	* PAN of HUF.
	* Deed of declaration of HUF & List of coparceners,
	* Bank pass-book/bank statement in the name of HUF.
	* Photograph. POI, POA. PAN of Karta.
Government Bodies	* Self-certification on letterhead.
	* Authorized signatories list with specimen signatures.
Registered Society	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
F	and Developing and Letters Hand of the Commence
Format of Be	oard Resolution on Letter Head of the Company

Certified True Copy of the Resolution passed by the board of Directors of (Name of the Company) in there meeting held on date at (Place)

Resolved that the consent of the Board of Director of the company be and is hereby accorded for making an application to NDA Commodity Brokers Pvt. Ltd. For becoming there client for trading in Derivatives Segment & Commodity Spot Segment.

Further resolved that Sh.	and Sh	Director/Authorised Signatory
of the company be and i	is/are hereby authorized on behalf of	the company to sign and execute any
application form, deeds,	documents or other paper for openir	ng such account and to deal with NDA
Commodity Brokers Pvt.	Ltd and to buy and sell such Comm	odities as the deem fit and to do all
such acts,	deeds and things as may be required	in the course of such dealing with NDA
Commodity Brokers Pvt. L	td.	

For	and	on	behalf	of '	the	board	Director
-----	-----	----	--------	------	-----	-------	----------

Signature of Authorised Person