

Client Registration Form

Commodities

Form No. _____

Version July-18



ASHLAR COMMODITIES PVT. LTD.



ASHLAR COMMODITIES PVT. LTD.

Member : MCX, NCDEX & ICEX

SEBI Regn. No.: INZ000033639

Member ID :

MCX - 40560, NCDEX - 01002, ICEX 2002

Clearing Member in NCDEX, MCX & ICEX :

GLOBE COMMODITIES LTD.

Registered Office : 804, Ansal Bhawan, 16 K.G Marg, Connaught Place, New Delhi-110001

Ph.: 011-30412345 Fax No. : 011-41520276

SEBI Registration No.: INZ000024939

Membership ID : (MCX) CM-8550, TM10735, (NCDEX) CO-03-00012, (ICEX) 1009

Regd. Off.: A-38, Sec. 67, NOIDA-201301 (U.P.)

Tel.: 0120-6633200, Fax : 0120-2472222

Corp. Off.: 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

E-mail : info@ashlarindia.com

Website: www.ashlarindia.in

Compliance Officer

RAGHUNATH SINGH

Ph.: 0120-2472229, 6633229

Email : compliance@ashlarindia.com

COO

PRADEEP GUPTA

Ph.: 0120-2472204, 6633204

Email : pradeep@ashlarindia.com

For any grievance/dispute please contact **ASHLAR COMMODITIES PVT. LTD.** at the above address or email id- investorcell@ashlarindia.com and Phone No. +91-120-2472200. 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, (ICEX) info@icexindia.com and Phone No. +91-22-30849700.

ACKNOWLEDGEMENT TO ASHLAR COMMODITIES PVT. LTD. FROM CLIENT

To,

Ashlar Commodities Pvt. Ltd.

Date: _____

Regd. Office : A-38, Sector-67, Noida-201301 (U.P.)

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

I/We intends to open a Commodity Trading account with M/s. Ashlar Commodites Pvt. Ltd. who is Member of MCX, NCDEX, and ICEX undertakes as follows:

1. I/We have been duly aware by Member that client has a preference to receive the below referred documents either in electronic form or in physical form:
 - A. Right and Obligations of Member, Authorized Person and Clients.
 - B. Internet and Wireless technology based trading facility provided by Member to Clients.
 - C. Risk and Disclosure document for commodity market.
 - D. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
 - E. Policies & Procedures
2. I/We am/are further aware by my/our Member that for receiving the above said documents in Electronic or Physical Form, I/We have to accord my/our consent.
3. Therefore, in reference to the above, I/We hereby voluntarily accord my/our consent to receive the aforesaid documents in:-

Electronic Form Physical Form
4. If I/We opted for the same in Electronic mode, then Member can sent said aforesaid documents at my registered email id.
5. I/We have been further aware by my/our Member that the aforesaid documents has also been available at the Member's website i.e. at www.ashlarindia.in
6. I/We am/are aware that the non receipt of bounced mail notification by the Member shall amount to delivery of the aforesaid documents at my registered email id.
7. I/We hereby accord my/our consent to an arbitration agreement by virtue of which I/We shall refer all my/our claims, differences or disputes between us which might have arise out of my/our trading, deposits, margin money, etc. in relation to my/our dealings in contracts and transactions which have been made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have entered into, to the arbitration in accordance with the provisions of these Byelaws, Rules and Regulations of the Exchanges.

 1

Client Signature

Client Name: _____

----- (Tear Here) -----

RECEIPT OF PHYSICAL KIT

To,

Ashlar Commodities Pvt. Ltd.

Date: _____

Regd. Office : A-38, Sector-67, Noida-201301 (U.P.)

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

I/We hereby confirm that I/We have received a copy of following documents:

- A. Right and Obligations of Member, Authorized Person and Clients.
- B. Internet and Wireless technology based trading facility provided by Member to Clients.
- C. Risk and Disclosure document for commodity market.
- D. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
- E. Policies & Procedures
- F. Other disclosure/ documents as agreed by me/us specifically in voluntary segment.

 2

Client Signature

Client Name: _____

----- (Tear Here) -----

INDEX OF DOCUMENTS

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

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1.	Account Opening Form (KYC)	A. KYC Form - Part I - Documents captures the basic information about the constituent and instruction/check list (to be sent to KRA)	1-6
		B. KYC Form - Part II - Documents captures the additional information about the constituent relevant to trading account.	7-10
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4.	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).	14-20
5.	Do's and Don'ts for the Investors	Guidance Note for dealing in commodities market.	21-22
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VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER

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9.	Declaration, Indemnity cum Undertaking for Name Discrepancy in PAN Card, Bank Proof & Address Proof	Letter to be given in case there is any mismatching in documents provided by the client.	32
10.	Declaration of HUF by Karta	Declaration given by the Karta of the HUF	33
11.	Declaration by Sales Person / Auth. Person	For Office use only	34



MANDATORY DOCUMENTS

CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual

Important Instructions:

- A) Fields marked with "*" are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.



For office use only

(To be filled by financial institution)

Application Type* New Update
 KYC Number (Mandatory for KYC update request)
 Account Type* Normal Simplified (for low risk customers) Small

1. PERSONAL DETAILS (Please refer instruction **A** at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (If any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>			
Gender*	<input type="checkbox"/> M- Male <input type="checkbox"/> F- Female <input type="checkbox"/> T-Transgender <input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Others <input type="checkbox"/> IN- Indian <input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/>)			
Residential Status*	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident Indian <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin			
Occupation Type*	<input type="checkbox"/> S-Service (<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector) <input type="checkbox"/> O-Others (<input type="checkbox"/> Professional <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student) <input type="checkbox"/> B-Business <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> X- Not Categorized <input type="checkbox"/> Forex Dealer <input type="checkbox"/> Others (Pl. Specify) <input type="text"/>			
Politically Exposed Person (PEP)	<input type="checkbox"/> Related to Politically Exposed Person (RPEP) <input type="checkbox"/>			
Annual Income	<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"/> Rs. 25 Lac to 1 Crore			
Net Worth Amount Rs.....	Net Worth as on (Date)..... (Net worth should not be older than 1 year)			

PHOTOGRAPH

Please affix
your recent passport
size photograph and
sign across it

2. TICK IF APPLICABLE RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction **B** at the end)

ADDITIONAL DETAILS REQUIRED* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence*

Tax Identification Number or equivalent (If issued by jurisdiction)*

Place / City of Birth* ISO 3166 Country Code of Birth*

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Ashlar Securities Pvt. Ltd. for any modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

3. PROOF OF IDENTITY (PoI)* (Please refer instruction **C** at the end)

(Certified copy of **any one** of the following Proof of Identity [PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number <input type="text"/>	Passport Expiry Date <input type="text"/>
<input type="checkbox"/> B- Voter ID Card <input type="text"/>	
<input type="checkbox"/> C- PAN Card <input type="text"/>	
<input type="checkbox"/> D- Driving Licence <input type="text"/>	Driving Licence Expiry Date <input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar) <input type="text"/>	
<input type="checkbox"/> F- NREGA Job Card <input type="text"/>	
<input type="checkbox"/> Z- Others (any document notified by the central government) <input type="text"/>	Identification Number <input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code <input type="text"/>	Identification Number <input type="text"/>

4. PROOF OF ADDRESS (PoA)*

4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction **D** at the end)

(Certified copy of **any one** of the following Proof of Address [PoA] needs to be submitted)

Address Type* Residential / Business Residential Business Registered Office Unspecified

Proof of Address* Passport Driving Licence UID (Aadhaar)
 Voter Identity Card NREGA Job Card Others please specify

Simplified Measures Account - Document Type code

Address

Line 1*

Line 2

Line 3

District* Pin / Post Code* State / U.T Code* City / Town / Village* ISO 3166 Country Code*

4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS * (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1*
Line 2
Line 3 City / Town / Village*
District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES* (Applicable if section 2 is ticked)

Same as Current / Permanent / Overseas Address details Same as Correspondence / Local Address details

Line 1*
Line 2
Line 3 City / Town / Village*
State* ZIP / Post Code* ISO 3166 Country Code*

5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off) - Tel. (Res) - Mobile -
FAX - Email ID

6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

Addition of Related Person Deletion of Related Person KYC Number of Related Person (if available*)

Related Person Type* Guardian of Minor Assignee Authorized Representative

Name* Prefix First Name Middle Name Last Name
(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON* (Please see instruction (H) at the end)

A- Passport Number Passport Expiry Date --
 B- Voter ID Card
 C- PAN Card
 D- Driving Licence Driving Licence Expiry Date --
 E- UID (Aadhaar)
 F- NREGA Job Card
 Z- Others (any document notified by the central government) Identification Number
 S- Simplified Measures Account - Document Type code Identification Number

7. REMARKS (If any)

8. APPLICANT DECLARATION

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I hereby declare that the aforesaid mobile number or E-mail ID belongs to Me or My Family (Spouse, dependent children and dependent parents)
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

 3 [Signature / Thumb Impression]
Signature / Thumb Impression of Applicant

Date : -- Place :

9. ATTESTATION / FOR OFFICE USE ONLY

Original Verified, Signature Verified and Self-Attested copies of documents received.
This certifies that I have carried out "In-Person Verification" in respect to the client mentioned in KYC Form.

Documents Received Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date -- Place
Emp. Name
Emp. Code
Emp. Designation
Emp. Branch
[Employee Signature]

INSTITUTION DETAILS

Name
Code
[Institution Stamp]

CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

General Instructions:

- 1 Fields marked with '*' are mandatory fields.
- 2 Tick '✓' wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

A Clarification / Guidelines on filling 'Personal Details' section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either **father's name or spouse's** name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

C Clarification / Guidelines on filling 'Proof of Identity [PoI]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

Document Code	Description
01	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

D Clarification / Guidelines on filling 'Proof of Address [PoA] - Current / Permanent / Overseas Address details' section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill '**Annexure A1**'

F Clarification / Guidelines on filling 'Contact details' section

- 1 Please mention two-digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

G Clarification / Guidelines on filling 'Related Person details' section

- 1 Provide KYC number of related person if available.

H Clarification / Guidelines on filling 'Related Person details – Proof of Identity [PoI] of Related Person' section

- 1 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

List of two - digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U. T.	Code	State / U. T.	Code	State / U. T.	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

List of ISO 3166 two - digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GQ	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Mayotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SJ
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	NR	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
China	CN	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
Christmas Island	CX	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Cocos (Keeling) Islands	CC	Italy	IT	Paraguay	PY	United States	US
Colombia	CO	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Comoros	KM	Japan	JP	Philippines	PH	Uruguay	UY
Congo	CG	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo, the Democratic Republic of	CD	Jordan	JO	Poland	PL	Vanuatu	VU
Cook Islands	CK	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Costa Rica	CR	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Cote d'Ivoire	CI	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Croatia	HR	Korea, Democratic People's Republic	KP	Reunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Curacao	CW	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Cyprus	CY	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Czech Republic	CZ	Lao People's Democratic Republic	LA	Saint Barthelemy	BL	Zambia	ZM
Denmark	DK	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Djibouti	DJ	Lebanon	LB	Saint Kitts and Nevis	KN		
Dominica	DM	Lesotho	LS	Saint Lucia	LC		
		Liberia	LR	Saint Martin (French part)	MF		

KNOW YOUR CLIENT (KYC) Application Form - For Individual
 NEW CHANGE REQUEST (Please tick ✓ the appropriate)

Please fill this form in ENGLISH and in BLOCK LETTERS

(Please tick ✓ the box on left margin of appropriate row where CHANGE/CORRECTION is required and provide the details in the corresponding row)

Acknowledgement No.

A IDENTITY DETAILS

1. Name of the Applicant _____
2. Father's / Spouse Name _____
- 3a. Gender Male Female **3b. Marital status** Single Married **3c. Date of Birth**
- 4a. Nationality Indian Other (Please specify) _____
- 4b. Status Resident Individual Non Resident Foreign National
- 5a. Permanent Account Number (PAN) _____
- 5b. Unique Identification Number (UID) / Aadhaar, if any: _____
6. Specify Proof of Identity submitted PAN card Other (Please specify) _____

PHOTOGRAPH

 Please affix
your recent passport
size photograph and
sign across it

B ADDRESS DETAILS

1. Residence / Correspondence Address _____

City / Town / Village _____ Pin Code _____
State _____ Country _____
2. Specify the Proof of Address submitted for Residence / Correspondence Address: _____
3. Contact Details
Tel. (Off.) _____ Fax _____
Tel. (Res.) _____ Mobile No _____
E-Mail Id. _____
4. Permanent Address (If different from above or overseas address, mandatory for Non-Resident Applicant)

City / Town / Village _____ Pin Code _____
State _____ Country _____

C OTHER DETAILS

- Politically Exposed Person (PEP) Related to Politically Exposed Person (RPEP)
- Annual Income Below Rs. 1 Lac Rs. 1 Lac to 5 Lac Rs. 5 Lac to 10 Lac Rs. 10 Lac to 25 Lac Rs. 25 Lac to 1 Crore
- Networth Amount Rs. Net Worth as on (Date)..... (Net worth should not be older than 1 year)

D DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

 Date
 4

Signature of the Applicant

FOR OFFICE USE ONLY
In Person Verification (IPV) Details:

Name of the person who has done the IPV: _____

Designation: _____ Employee ID: _____

 Name of the Organization: **ASHLAR COMMODITIES PVT. LTD.**

 Date of IPV: Signature of the person who has done the IPV

Seal/Stamp of the Intermediary

 Originals Verified & Self Attested Document copies received

 Date Place : _____

Name & Signature of the Authorised Signatory

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/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. For opening an account with Depository Participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark Sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

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

1. PAN card with photograph. This is mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D)
2. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered

- Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account Power of Attorney given by FII/sub account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

ANNEXURE 1 (PART II)

Please fill this form in ENGLISH and in BLOCK LETTERS.

For INDIVIDUALS

B. 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.




C. 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.

D. 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		 5(a)
2.	MCX		 5(b)
3.	ICEX		 5(c)

[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]

E. INVESTMENT / TRADING EXPERIENCE

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

J. ADDITIONAL DETAILS

<input type="checkbox"/> Whether you wish to receive communication from Member in electronic form on your Email-id.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes then please fill in Appendix - A)
---	---

K. NOMINATION DETAILS

<input type="checkbox"/> I/We wish to nominate												<input type="checkbox"/> I/We do not wish to nominate											
Name of the Nominee																							
Relationship with the Nominee																							
PAN of Nominee													Date of Birth of Nominee										
Address and Ph. No. of the Nominee																							
If Nominee is a minor, details of guardian :																							
Name of the Guardian																							
Address and Ph. No. of Guardian																							
Sign. of Guardian																							

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

Name											Name										
Signature											Signature										
Address											Address										

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any 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 i.e. www.ashlarindia.com

Place	
Date	

6 _____
 Client Signature

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 **Ashlar Commodities Pvt. Ltd.**

Signature of the Authorised Signatory

Date _____

Seal / Stamp of the Member

ANNEXURE-2

RISK DISCLOSURE DOCUMENT

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

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

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

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

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

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 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 Registration Certificate from SEBI.



Client Signature

ADDITIONAL RISK DISCLOSURE DOCUMENTS FOR OPTIONS TRADING

Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and

thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.



Client Signature

ANNEXURE-3

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSON AND CLIENTS

as prescribed by SEBI 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/ Securities and Exchange Board of India (SEBI) 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 SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
 - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
 - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-
 - i. honest market practice;
 - ii. the principle of good faith;
 - iii. level of knowledge, experience and expertise of the Client;
 - iv. the nature and degree of risk embodied in the financial product* or financial service being availed by the Client; and
 - v. the extent of dependence of the Client on the Member.
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
11. A. Protection from unfair terms in financial contracts**
 - a. An unfair term of a non-negotiated contract will be void.
 - b. A term is unfair if it –
 - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
 - ii. is not reasonably necessary to protect the legitimate interests of the Member.
 - c. The factors to be taken into account while determining whether a term is unfair, include –
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;
 - d. A term is transparent if it –
 - i. is expressed in reasonably plain language that is likely to be understood by the Client;
 - ii. is legible and presented clearly; and
 - iii. is readily available to the Client affected by the term.
 - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
11. B.
 - a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
 - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
 - ii. a standard form contract.
 - b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.

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

- iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
 - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.
- 14.B.
- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
 - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
 - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
 - iii. any other information that may be specified.
 - b. A continuing disclosure must be made –
 - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

MARGINS

- 15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by SEBI 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 SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- 16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues.

In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

- 23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial

charges on account of such liquidation/closing-out shall be charged to and borne by the client.

24. In the event of death or in solvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.

26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.

28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients

- a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
- b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –
 - i. the Client's right to seek redress for any complaints; and
 - ii. the processes followed by the Member to receive and redress complaints from its Clients.

29. A. Suitability of advice for the Client

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

- a. A Member must –
 - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.

- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.

- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –

- i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and

- ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A. a and obtaining a written acknowledgement from the Client.

30. Dealing with conflict of interest

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

- a. A member must –

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –

1. its own interests and the interests of the Client; or
2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.

- c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.

32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities

and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock/ Commodity broker.
38. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
- a. Unfair conduct in relation to financial products or financial services is prohibited.
- b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
- i. misleading conduct under point 41.B
- ii. abusive conduct under point 41.C
- iii. such other conduct as may be specified.
- 41.B.
- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
- i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
- ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
- i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
- ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
- iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.
- 41.C.
- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
- i. involves the use of coercion or undue influence; and

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

ELECTRONIC CONTRACT NOTES (ECN)

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

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

LAW AND JURISDICTION

- 49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
- 50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
- 52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.
- 53. All additional voluntary/non mandatory clauses/ document added by the Member should not be in contravention with Rules/ Business Rules/Notices/ Circulars of Exchanges/ SEBI. 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/ SEBI shall also be brought to the notice of the clients.
- 54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
- 55. Members are required to send account statement to their clients every month.

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Client 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 SEBI & 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 SEBI/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/SEBI.
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/SEBI.
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.

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Client Signature

ANNEXURE-4

GUIDANCE NOTE - DO'S AND DON'Ts FOR THE CLIENTS

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

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
 - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
 - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock 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 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 SEBI.

Don'ts

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

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Client Signature

1. Refusal of orders for Commodity Derivatives :

The client is aware and agrees that the Commodity broker may refuse or restrict a client in placing the order in certain commodities depending on various conditions like volume / value / part of illiquid commodities although a client may have credit balance or sufficient margin in the trading account. However, Commodity broker under exceptional circumstances may execute client's order. The Commodity broker has the discretion to reject execution of such orders based on its risk perception.

2. Setting Up client's Exposure Limit :

The client is aware and agrees that the Commodity broker may set the Exposure limits on the basis of available base capital which may comprise of Ledger and collaterals (after suitable margin haircut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. Client agrees that said limit parameters is a dynamic process that is allowed at the discretion of the Commodity broker based on the market conditions and their risk perception about the market. However on exceptional situations broker may use its own discretion in providing the limits and may change for a client or for all depending on market condition.

3. Applicable Brokerage Rate:-

- a) The Commodity broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below -

Delivery based- The maximum brokerage rate for the time being shall be 2 % (plus expenses) in case of transactions resulting into delivery.

Non-delivery based - The maximum brokerage rate for the time being shall be 1 % in case of non-delivery transactions.

- b) The Commodity broker may charge different Brokerage for Deliverable and Intraday transactions.
- c) Brokerage shall be charged on the premium amount at which the options contract was bought or sold and not on the strike price of the option contract. Maximum permissible brokerage rate is 2.50% of premium amount or Rs. 250/- per lot, whichever is higher.
- d) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the Commodity broker. Acceptance / rejection of such request is at the discretion of Commodity broker.
- e) Other Levies, charges, service tax etc. will be charged on Brokerage as per the Rules prescribed by the Government / Regulatory Agencies. All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

4. Imposition of Interest on Outstanding debit and margins :

The client is required to pay all amounts due to the Commodity broker on its due date. The amount due to broker shall include all type of Margin and Pay-in obligation or on account of any other reason.

In case the client does not pay the amount due on time, the Commodity broker shall charge delayed payment charges up to the rate of 2% per month on the daily outstanding value or at such rates as may be determined from time to time by the Commodity broker. In case of Commodity market, interest will be charged from the time it become due till the time obligation is cleared by the client. The objective of charging such a charge is to force a client to clear their dues on a timely basis.

The client agrees that the Commodity broker may impose fines/penalties for any orders / trades of the client which are contrary to this agreement / rules / regulations of the Exchange.

Further, under the instances where the Commodity broker has been penalized from any Authority on account of / as a consequence of orders /trades of the client, the same shall be borne by the client.

5. The right to sell client's commodity derivative position or close client's positions, without giving notice to the client, on account of non-payment of client's dues :

The Client shall provide timely funds/Securities /commodities for the purchase/sale of commodities to the Broker for meeting his obligation to the Exchange. In case of client falling short of providing fund/commodities the Commodity broker has the right to close the positions. The Commodity Broker has the right to sell client's securities or close clients position with or without giving prior notice to client on account of non-payment of dues to the extent of Ledger debit and/or to the extent of Margin obligation. The broker can liquidate the securities bought or collaterals given or any other Commodities given in any other form for clearing the clients obligation.

6. Shortages in Obligation Arising out Of Internal Netting of Trades :

The internal close out policy for handling internal shortages in Commodities is in line with the exchange policy for handling shortages at exchange level. Apart from this the seller will be additionally debited by 0.50% penalty. Thus, the buyer will get the credit of the shortage based on the calculation given by exchanges and the Seller will be debited by the same amount + 0.50% penalty.

7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client :

In case overall position in derivatives contracts has reached the Regulators prescribed Exchange limit / Market Wide Open Interest limit, then client may not be allowed to take further position, till such time Regulator prescribed limits comes down to create a new position.

Further, the Commodity broker may close the existing position of a client to the extent of Debit balances to release the Margin from the Exchange. In case if the Commodity broker has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

8. Temporary Suspension/Closure of Accounts :

The client may request the Commodity broker for temporary suspension/closure of his trading account by sending a written request to Branch. This request will be in turn sent by Branch to Head Office for further processing where after verification of the client details, the trading account of the client will be suspended.

The client would be required to clear all his dues / settlement of obligations before his account is temporarily suspended. The client may also be required to fulfill other conditions, on a case to case basis.

The Commodity broker can withhold the payouts of client and suspend/close his trading account due to any internal / regulatory action. Upon Suspension/closure of trading account an intimation will be sent to the client within 15 days of suspension.

9. Deregistering a client :

In addition to what the client has agreed in the agreement, the Commodity broker may terminate a client with immediate effect, but not limited to the following reasons - If the client is debarred by SEBI or any other regulatory authority

As a part of surveillance measure, if a client appears to be indulging in manipulative practices.

Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt. If the client violates any of the terms of the agreement.

10. Treatment of Inactive Clients :

ACPL identifies such client codes / trading accounts that are in-operative for a minimum period of preceding 6 months.

Accordingly, such trading accounts are made inactive in the Trading System and an Email/letter/SMS or by way of any other mode the client is informed about the status of his trading account maintained with us. Further, if the client has any dues/ obligation to ACPL, then any Commodities/securities bought or collaterals given or any other securities/commodities. Given by the client in any other form for clearing his obligation; will be adjusted and the balance would be returned to the client.

For re-activation of such trading account, the client shall be required to make a request to reopen the account and submit all necessary information with regard to updation of his / their KYC requirement. ACPL upon verifying at its end may activate client's trading code in the Trading System and an email/letter/SMS or by way of any other mode the client is informed about the status of his trading account. Upon re-activation the stock broker may execute the order on behalf of its client. Also, after reactivation, transactions on the basis of certain parameters are confirmed over telephone with clients, if such transactions are executed after a gap of such period of 6 months.

11. Client acceptance of Policies and procedures mentioned here in above - I /we have fully understood and agree to sign the same. Above policies and procedures may be amended / changed unilaterally by the stock broker provided the same is intimated via email / writing or reflected in the client's login.

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Client Signature

TARIFF SHEET

BROKERAGE		FIXED%	MINIMUM
Commodity Market	Intraday		
	Delivery		
		FIXED%	PER LOT
	Option		

Note:

1. Transaction charges, Stamp Duty, GST, Clearing Member Charges and all legal levies as may be applicable from time to time shall be charged separately in addition to the brokerage.
2. If any cost (Courier, DP charges etc.) is incurred on the behalf of client, same shall be recovered from the client's trading account on actual basis.
3. In case of overdue debit balance in client's account, member reserves the right to debit delay payment charge upto 2% p.m. to the client's account.
4. In case Diet ID has been provided to the client a ID Charge @ _____ % of _____ 13
turnover or Rs _____ /- per month per segment shall be charged extra.
5. Charges/ service standards are subject to revision at sole discretion of Ashlar Commodities Pvt. Ltd.,
6. Charges quoted above are for the services listed. Any service not quoted above will be charged separately.
7. Call and Trade Charges to be applicable for Online clients at Rs. 20/- per trade. (Exclusive of service tax).

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Client Signature

BRANCH-IN-CHARGE	CLIENT	Received & Verified by	Activated by	Cross Verified by

INTIMATION BY THE MEMBER FOR PROPRIETARY TRADING

Dear Constituent

Under instruction of SEBI, Multi Commodity Exchange of India Ltd. (MCX) and National Commodity & Derivatives Exchange Limited (NCDEX) has directed all its members to inform their clients whether they engage in proprietary trading in this regards we wish to inform you that we do engage in proprietary trading in Commodity Derivative Segment of MCX and NCDEX.

Kindly take note of the above and oblige.

Thanking You

For Ashlar Commodities Private Limited

Authorised Signatory

I have read the above letter.

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Client Signature



NON-MANDATORY DOCUMENTS

To,

ASHLAR COMMODITIES PVT. LTD.

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Dear Sir,

I _____ a client with member M/s. **ASHLAR COMMODITIES PVT. LTD.** of **MCX, NCDEX & ICEX** 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 operation.
- 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.
- I am aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.
- I/We can revoke this authorisation at my point of time during the operation of my/our trading account with you by giving you a notice in writing.

The above declaration and the guidelines on ECN given in the Annexure have been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.

*(The email id must be written in own handwriting of the client)

Client Name: _____

Unique Client Code : _____

PAN: _____

Address : _____

 16 _____
Client Signature

Date : _____ Place: _____

Verification of the client signature done by,

Name of the designated officer of the Member _____

Signature _____

LETTER OF AUTHORITY

Date : _____

Client Name : _____

ASHLAR COMMODITIES PVT. LTD.

Member : National Commodity & Derivatives Exchange Ltd. (NCDEX)

Member : Multi Commodity Exchange of India Ltd. (MCX)

Member : Indian Commodity Exchange Ltd. (ICEX)

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Client Code : _____

Dear Sirs,

Sub : Letter of Authority

I / We am / are dealing in securities with you at Commodity and in order to facilities 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 any segment of the Exchange and/or against the value of cash margin or other collateral provided to you by me / us.
2. I / We hereby authorise you not be provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation 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 stock 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 Stock Exchange or otherwise.
4. I / We hereby authorise you to maintain a running account.
5. I / We request you to retain credit balance in any of my account and to use the idel fund towards our margin/future obligation of both the exchange unless I / We instant you otherwise.
6. I / We request you to retain/Commodity/Securities/warehouse receipt in your Demat account for my / our margin / future obligations at both 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 collect from your office contract notes, bills, securities, etc. as per my convenience.
9. I / We request that you may send/despatch my / our contract notes other documents through E-mail : on my designated e-mail address of _____.

I / We stress that I will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.

10. I/We further wish to have settlement of my account (funds and commodities) :- (Tick any one option) :
Once in Quarter Once in Month
11. 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.
12. I / We will inform you the change in my / our e-mail, if any, in future either by regd. post, hand delivery or through a digitally signed e-mail.
13. I / We confirm that I / We will not sublet the trading terminal on any term of connectivity from my / our place under any circumstances.
14. 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.
15. I/We am/are aware that I/We may not opt for any of the above authorisation by striking off the same. Further, I/We am /are aware that above authorisation is voluntary on my/our part and that I/We can revoke this authorisation at my point of time during the operation of my/our trading account with you by giving you a notice in writing.

Thanking you,

Your faithfully,



 Client Signature

BANKER'S VERIFICATION

To,

ASHLAR COMMODITIES PVT. LTD.

Date : _____

Member : National Commodity & Derivatives Exchange Ltd. (NCDEX)

Member : Multi Commodity Exchange of India Ltd. (MCX)

Member : Indian Commodity Exchange Ltd. (ICEX)

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Dear Sir,

This is to certify that the savings / current account no. _____ of
 Mr. / Ms / M/s. _____ held
 jointly with Mr./Ms/M/s. _____ with our branch, has
 been active since _____.

We confirm that the signature of the client agrees with the specimen held in our records. This verification is without any responsibility
 on the part of the bank or the signing officer.

Signature of Client _____

signed in my / our presence and attested by me / us

Bank Name & Address	
Name & Signature of Authorised Signatory	
Stamp of the Bank Branch	

 18 _____
 Client Signature

ID REQUEST DETAILS

ID Request Details

Required Exchange	MCX		NCDEX		ICEX		Charges
	YES	NO	YES	NO	YES	NO	
Total Charges Payable							

To,

ASHLAR COMMODITIES PVT. LTD.

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Dear Sir,

Subject : My / Our request for trading in commodity forward contracts / commodity derivatives on MCX / NCDEX / ICEX as your client

I/We, the undersigned, have taken cognizance of circular no. MCX/338/2006 dated August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX) and circular no. NCDEX/TRADING-114/2006/247 dated September 28, 2008 issued by the National Commodity & Derivatives Exchange Limited (NCDEX), issued by Ace Derivatives and Commodity Exchange Ltd. (ACE) on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

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

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

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

Yours faithfully

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Client Signature

Sole Proprietor/Partner/Director/Karta/Trustee

ADJUSTMENT IN DIFFERENT EXCHANGES / ACCOUNTS

Client Code : _____

Date : _____

Name _____

Address of Client : _____

To,

The Manager Accounts,

ASHLAR COMMODITIES PVT. LTD.

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Sub : Adjustment in different Exchanges / Accounts maintained with you

Dear Sir,

I/We executed/desire to execute an agreement with Ashlar Commodities Pvt. Ltd. for trading on the Multi Commodity Exchange of India Ltd. (MCX) and National Commodity & Derivatives Exchange Ltd. (NCDEX) and Indian Commodity Exchange Ltd. (ICEX) in Commodity Market. In this regard, I/We hereby request you to treat the agreement between us whether in NCDEX or MCX, as coextensive and I/We hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities / Commodities placed as margin and/or any surplus funds in any of my account/(s) maintained with you i.e. either in NCDEX, MCX or ICEX against the outstanding dues payable if any, by me/us in any of my/our account/(s) maintained with Ashlar Commodities Pvt. Ltd. or vice versa, notwithstanding anything contrary contained in the agreement between us. Ashlar Commodities Pvt. Ltd. shall have right of lien on the credit balance in any of my/our accounts. Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking You,

Yours Faithfully,

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Client Signature

CONSENT FORM FOR RECEIVING TRADE ALERTS THROUGH SMS AND/OR E-MAIL

To,

ASHLAR COMMODITIES PVT. LTD.

Member IDs : MCX-40560, NCDEX-01002, ACE-6072

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

Dear Sir/Madam,

I/We _____, a Client with Ashlar Commodities Pvt. Ltd. of MCX (40560) / NCDEX (01002) / ICEX (2002) undertake as follows ;

1. I/We are aware the Multi Commodity Exchange (MCX) / National Commodity & Derivatives Exchange Limited (NCDEX) / Indian Commodity Exchange Limited (ICEX) provides the details of the trades executed on its trading platform to the concerned clients / constituents through SMS and/or E-mail alerts.
2. I/We are aware that the Exchange has to provide the trade details through SMS and/or Email alerts for my convenience at my request only.
3. I/We hereby provide and confirm my/our mobile number and /or email address as stated below for the purpose of receipt of SMS and/or email alerts.

I/We hereby confirm that I/We wish to receive the trade alerts through :

Preferred mode of Alert	Please tick (✓) against appropriate option
Only SMS	
Only E-mail	
SMS and E-mail	
No alerts at all (Please specify reason)	

The alerts should be sent on

a. Mobile Number : _____
(enter 10 digit mobile no.)

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

b. Email Address : _____

I/We hereby agree to the terms and condition specified by the Exchange vide circular No. MCX/T&S/165/2012 dated April 26, 2012/ NCDEX/COMPLIANCE-007/2012/093 dated March 19, 2012 and circulars / clarifications issued by the Exchange from time to time in this regard. I/We are also aware that this is an additional facility provided by the Exchange and we shall not rely or use such data for any purpose and, Exchange shall not be liable for any direct or indirect loss of any purpose and, Exchange shall not be liable for any direct or indirect loss of any nature because of providing this additional facility. I/We am/are 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.

Client Name : _____



Client Signature

Unique Client Code : _____

PAN : _____

MOBILE DECLARATION

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

I understand that SMS ALERT is a service given only to registered clients of ASHLAR SECURITIES PVT. LTD. & ASHLAR COMMODITIES PVT. LTD. with the sole intention to aid their information means.

The recommendation made therein do not constitute an offer to sell or a solicitation to buy any of the securities /commodities mentioned SMS. Readers using the information contained in SMS are solely responsible for their actions. The information and views contained in SMS are believed to be reliable but no responsibility or liability is accepted for errors of act or opinion by ASHLAR SECURITIES PVT. LTD. and ASHLAR COMMODITIES PVT. LTD. Analysts may or may not have trading or investment positions in securities mentioned in SMS Tips.

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

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Client Signature

Name:

Client Code:

Date:

UNDERTAKING TO ACT IN OWN CAPACITY

I/We do hereby solemnly affirm and declare as under :

1. That my/our registration with ASHLAR COMMODITIES PVT. LTD. (ACPL) is in individual capacity and is for transacting on my/our own account. And that no one expect myself/ourself has/have and interest in the account with ACPL.
2. That I/We shall not be acting further as an intermediary / sub-broker in any manner whatsoever for the transactions executed in any segment of any commodity exchange(s) in my/our account with ACPL.
3. That I/We further state that if anybody on my/our behalf makes claim of any amounts / securities on account of the transactions in my/our account, the said act shall be null and void and shall be ineffective from all corners.
4. In case ACPL finds that I/We am/are as an un-registered Sub-broker, ACPL can immediately cancel my/our account with them and adjust all credit against my/our liabilities.
5. That I/We shall inform ACPL any of my/our registration in any capacity with any other member of the exchange(s) to transact on the same segment as at ACPL.
6. I/We shall not make any payment to ACPL drawn on the account of any third party whether related to me/us or not. All payments to my/our above A/c shall be from accounts that stand in my/our own name.
7. I/We shall not make any cash payment to ACPL nor shall I/We insist on any sales person/business associate to accept cash in lieu of cheque/demand draft. I/We understand that ACPL does not accept cash from clients and therefore any cash payment made by me/us to any staff shall be at my/our sole risk and I/We absolve ACPL of all liability and claim that may arise from any cash payment made by me/us.
8. I/We understand that cash and third party payment of any kind are prohibited under rules of Exchange if despite this I/We make any cash/third party payment in my/our trading A/c or to any sales person / business associate I/We shall render myself liable to criminal / civil action from ACPL. I/We shall also indemnify ACPL from all claims, loss, liability that incur on account of any cash/third party payment made by me/us in my/our trading account with ACPL.
9. I/We have been made understood by ACPL that it does not permit any of Its employee to place any discretionary orders in the account of any client therefore I/We must not authorise any of ACPL's staff member to place any discretionary order under any circumstances in my / our trading account and that ACPL limits its liability in the event of I/we giving any such authorisation to any of the Employee of ACPL.
10. I/We hereby absolve ACPL from all liability claims that arise from bonafide mistake typing errors etc. that occur in ordinary and regular course of business I/We shall not initiate any legal action without first intimating in writing my grievance to the Corporate Office at Delhi.

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Client Signature

Client Name _____

Client Code _____

DECLARATION, INDEMNITY CUM UNDERTAKING FOR NAME DISCREPANCY IN PAN CARD, BANK PROOF & ADDRESS PROOF

To,

Date :

ASHLAR COMMODITIES PVT. LTD.

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

I _____ s/o, w/o, d/o _____

_____, refer to my Trading Account

_____ with Ashlar Commodities Pvt. Ltd. (ACPL) do hereby affirm, declare and undertake that

1. That my name as it appear on my trading account is _____
2. That my name as it appears on my demat account is _____
3. That my name as it appears on the Income Tax website is _____
4. That my name as it appears on the Address proof is _____
5. That my name as it appears on my Pan Card is _____
6. That my name as it appears on the Bank Proof is _____
7. That above mentioned names, on Trading account, Demat account, Tax website, Address proof, PAN Card No. _____ and Bank account bearing no. _____ are mine alone.
8. That I hereby request ACPL to maintain my name in Demat and Trading account as per the name appearing on the website / PAN card.
9. That I promise and undertake to get my PAN card altered in accordance with my name as appearing on the Income tax within 45 days from the date of signing this undertaking. ACPL may, at its sold discretion, terminate my trading and demat account in the event of me not getting my name altered within 45 days of signing this undertaking.
10. That I further undertake to open a bank account in accordance with the name as appearing on the Income Tax website week from the date of signing this undertaking.
11. I further undertake that in case my name has been changed after approval from government authorities and notification gazette. I shall get the name change effected in PAN, Bank account etc. and furnish immediately to ACPL.
12. That I further declare that I am responsible and I shall indemnify & keep indemnified ACPL, its directors, officers, employees, agents from and against any and all losses, claims, liabilities, obligations, damages, deficiencies, judgements, action proceedings arising out or in relation to corporate benefits, IPO refund, Foreign Exchange Management Act (FEMA) transfer, dematerialization of securities, rematerialization of securities, dividends, interest etc., that may arise out Declaration-cum- undertaking and/or acting on this basis.

That the contents of this declaration, Indemnity-cum-undertaking have been explained to me in vernacular and I have understood before signing it. That this declaration, Indemnity-cum-undertaking given by me to ACPL is by my absolute free will and coercion, undue influence, pressure etc., and at present I am having sound health and mind.

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 Client Signature

Client Name _____

DECLARATION OF HUF BY KARTA

(To be filled in case of HUF A/c only)

Please fill in for a HUF

As our HUF firm wishes to open Trading and/or Demat 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.

S.No.	Name	Gender (M/F)	Relationship with Karta	Date of Birth								Signature
				D	D	M	M	Y	Y	Y	Y	
1				D	D	M	M	Y	Y	Y	Y	
2				D	D	M	M	Y	Y	Y	Y	
3				D	D	M	M	Y	Y	Y	Y	
4				D	D	M	M	Y	Y	Y	Y	
5				D	D	M	M	Y	Y	Y	Y	
6				D	D	M	M	Y	Y	Y	Y	

Name & Signature of Karta

For _____ (HUF)
Karta

* Please attach separate annexure, if the space provided is not sufficient.

* Please stamp and sign.

DECLARATION BY SALES PERSON / AUTHORISED PERSON (for the use of ACPL only)

To,

ASHLAR COMMODITIES PVT. LTD.

Regd. Office : A-38, Sector-67, Noida-201301

Corp. Office : 25/07, Gali No. 17, Vishwas Nagar, East Delhi, Delhi-110032

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 about mentioned KYC with original, which is enclosed with account opening form & I also certify that client has signed and executed the form, stamp papers with enclosures in my presence.

The following KYC documents are checked and verified from the original documents :

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....

Date of verification of documents :

The above statement is true and correct and made under my own free mind without any coercion, misrepresentation or fraud.

Name of the person :

Signature :

Employee / Authorised person

WASHLAT

CHECK LIST FOR CLIENT REGISTRATION FORM

FORM RECEIVING DATE :	BRANCH CODE :	CLIENT CODE
ACCOUNT OPENING DATE :	RL/TL	
	SUB BRANCH CODE :	

I.	CHECKING DETAILS	YES	REMARKS
a)	Name as it appears on the ID & Address Proof (in capital letter)		
b)	Signature of Client on all pages and wherever necessary (Witness wherever required) <input type="checkbox"/>		
c)	Signature Checked and Verified.		
d)	Photograph (duly signed) <input type="checkbox"/>		
e)	A copy of PAN Card (Self Attested) <input type="checkbox"/>		
f)	Address Proof (Self Attested) <input type="checkbox"/>		
g)	Bank Proof containing Client Name (Self Attested) <input type="checkbox"/>		
h)	Demat Account Proof (Self Attested) <input type="checkbox"/>		
i)	Stamp Paper : <input type="checkbox"/>		
j)	Exchange given : <input type="checkbox"/> MCX <input type="checkbox"/> NCDEX <input type="checkbox"/> ICEX		
2.	Telephonic confirmation of Particulars done by _____ Date _____ Time _____ On Phone No. _____		
3.	Details Punched in Computer by _____		
4.	Cross Checking done by _____		
5.	UCC UPLOADED : <input type="checkbox"/> MCX <input type="checkbox"/> NCDEX <input type="checkbox"/> ICEX <input type="checkbox"/> ENTERED IN FORM DATA		
6.	BACK OFFICE WEB LOGIN User Name ID _____ Password _____		
7.	DP WEB LOGIN User Name ID _____ Password _____		
8.	Form sent to Surveillance by _____ Date : _____ Time : _____		
9.	Client ID Mapping done by _____ Branch ID _____ User ID: _____ Dealer ID : _____		
10.	INTERNET TRADING <input type="checkbox"/> Odin Diet <input type="checkbox"/> I-Net User ID _____ Password _____		
11.	Client Account Status Report issued by _____		
12.	Form Returned to Compliance by _____ Date : _____ Time : _____		
13.	Kit Dispatched on _____ (Date) _____ Pod No. _____		

Client Code	<input type="text"/>
Client Name	<input type="text"/>
Branch Code	<input type="text"/>
Branch Name	<input type="text"/>
Date of Regn.	<input type="text"/>
Recommended By	<input type="text"/>



ASHLAR COMMODITIES PVT. LTD.

Member : MCX, NCDEX & ICEX

SEBI Regn. No.: INZ000033639

Member ID :

MCX - 40560, NCDEX - 01002, ICEX 2002

Regd. Off.: A-38, Sec. 67, NOIDA-201301 (U.P.)

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