

Client Registration Form Commodities

CLIENT NAME :	
TRADING CLIENT CODE:	
BRANCH :	DEALER CODE :

SET OF ACCOUNT OPENING DOCUMENT

Name of Member	: GROVALUE COMMODITY PVT. LTD.
Sebi Registration No.	: INZ000031334
FMC Unique Membership Code (UMC) No. for Exchange MCX	: MCX/TCM/CORP/2046
FMC Unique Membership Code (UMC) No. for Exchange NCDEX	: NCDEX/TCM/CORP/1124
Registered Office Address	: NPS Business Centre, 7A, Kiran Shankar Roy Road, Kolkata 700001, West Bengal.
Head Office Address	: Grovalue Commodity Pvt. Ltd. #77, V Mall, Ground Floor, Thakur Complex, Asha Nagar, W. E. Highway, Kandivali (East), Mumbai - 400 101. Tel.: 022-46127200 E-mail Id: contact@grovalue.in Website: www.grovalue.in
MCX Membership No.	: 55195
NCDEX Membership No.	: 1149
Compliance officer name, Phone no. & email Id	: Mr. Tejas Pravinchandra Dalal Tel.: 022-46127201 / 02 E-mail: compliance@grovalue.in
Director name, Phone no. & email Id	: Mr. Ankit Shethi Tel.: 022-46127221 E-mail: ankit@grovalue.in

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
Mandatory Documents as Prescribed by SEBI & Exchanges			
1.	KYC (Account Opening) Application Form	KYC form - Document captures the basic information about the constituent and an instruction/check list.	4 - 14
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	15 - 18
3.	Rights and Obligations of Members, Authorised Persons and Clients	Document starting the Rights & Obligation of member, Authorised Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading)	19 - 29
4.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange for the education of the investors.	30 - 32
5.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the Client for trading on the Commodity Exchange(s) (to be added by the member)	39
VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER *			
6.	ECN Declaration	Consent by Client to receive Contract Note in Electronic Form	33
7.	Request for Receiving SMS		34
8.	Consent form for receiving trade alerts through SMS and/or E-mail		35
9.	Running Account Letter	Consent by Client to maintain Running Account offer than specifically requested to release fund and/or collateral	37
10.	Authority Letter in favor of AP	Authorization Letter by Client in favor of AP to deal on client's behalf in the areas mentioned in Authority Letter	
11.	Fatca Declaration NACH Form / Proprietary Trading / MCX / NCDEX Settlement.		40 - 42

* for any grievance/dispute please contact Mr. Tejas Pravinchandra Dalal at the above address or email grievances@grovalue.in and phone no. 91-22-46127200 In case not satisfied with the response, please contact the concerned exchanges(s) at grievance@mcxindia.com or call at 022-67318888 and askus@ncdex.com of call at 022-66406084.



Nº

GROVALUE COMMODITY PVT. LTD.

CORRESPONDENCE ADDRESS	CORPORATE OFFICE ADDRESS
GROVALUE COMMODITY PVT. LTD. #77, V MALL, GROUND FLOOR, THAKUR COMPLEX, ASHA NAGAR, W. E. HIGHWAY, KANDIVALI (EAST), MUMBAI - 400 101. TEL.: 022-46127200/09	GROVALUE COMMODITY PVT. LTD. 03, ENTERPRISE CENTRE, OFF NEHRU ROAD, VILE PARLE (EAST), MUMBAI - 400 099. TEL.: 022-62166666

www.grovalue.in

E-mail ID : contact@grovalue.in

CIN No. U607190W B2013PTC194966

MCX Membership No. : 55195

NCDEX Membership No. : 1149

Dear Customer,

Welcome to Grovalue Commodity Pvt. Ltd.

We look forward to you becoming our client and to the pleasure of serving you. To start with, we request you to complete the relevant forms, the member - client agreement and submit the required documents.

We have designed the form for the case of completion with simple instructions at relevant place to guide you along.

Should you face any difficulty in understanding the requirements, please do contact our staff who will be willing to assist / guide you.

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

CLIENT REGISTRATION FORM

Client Code : _____ Group Code : _____

Dealing Office : _____

Client Name : _____

Address : _____

Tel. No. with STD Code : _____

E-mail Id : _____

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)

Name* (Same as ID Proof)	Prefix	First Name	Middle Name	Last Name
Maiden Name (If any*)				
Father / Spouse Name*				
Mother Name*				
Date of Birth*				
Gender*	<input type="checkbox"/> M Male	<input type="checkbox"/> F -Female	<input type="checkbox"/> T Transgender	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">PHOTO</div>
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN-Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <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"/> X- Not Categorised			

2. TICK IF APPLICABLE (RESIDENCE FOR TAX PURPOSES IN JURISDICTIONS) OUTSIDE INDIA (Please refer instruction A 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* _____

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

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*	<input type="checkbox"/> Residential/Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
Proof of Address*	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID (Aadhaar)		
	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card	<input type="checkbox"/> Others	_____	
	<input type="checkbox"/> Simplified Measures Account - Document Type code				
Address	_____				
Line 1*	_____				
Line 2	_____				
Line 3	_____				
District*	_____	Pin / Post Code*	_____	State / U.T Code*	_____
				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 Address details, please fill 'Annexure A1')

Line 1*

Line 2

Line 3

District* Pin / Post Code* City / Town / Village* 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

District* ZIP / Post Code* City / Town / Village* 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 refer 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

Prefix First Name Middle Name Last Name

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)


S- Simplified Measures Account - Document Type code Identification Number

Identification Number

7. REMARKS (If any)

8. APPLICANT DECLARATION

* I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : Place : (3)  Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received	Certified Copies
KYC VERIFICATION CARRIED OUT BY	
Date	Name
Emp. Name	Code
Emp. Code	
Emp. Designation	
Emp. Branch	
<input type="text"/>	<input type="text"/>
INSTITUTION DETAILS	
<input type="text"/>	

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



Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

A. Identity Details (please see guidelines overleaf)

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

Name

Father's/Spouse Name

2. Gender Male Female B. Marital status Single Married C. Date of Birth d d / m m / y y y y

3. Nationality Indian Other

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

5. PAN _____ Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: _____

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

UID (Aadhaar) Passport Voter ID Driving Licence Others

PHOTOGRAPH

Please affix the recent passport size photograph and sign across it

(Please see guideline 'D' overleaf)

B. Address Details (please see guidelines overleaf)

1. Address for Residence/Correspondence

City / Town / Village

Pin Code

State

Country

2. Contact Details

Tel. (Off.) (ISO) (STD)

Tel. (Res.) (ISO) (STD)

Mobile (ISO) (STD)

Fax (ISO) (STD)

E-Mail id

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

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

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

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

City / Town / Village

Pin Code

State

Country

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

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

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

6. Any other information:

DECLARATION

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

Place: _____

Date: _____



SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY

IPV Done on d d / m m / y y y y

AMC/Intermediary name OR code

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

Seal/Stamp of the intermediary should contain
 Staff Name
 Designation
 Name of the Organization
 Signature
 Date

Seal/Stamp of the intermediary should contain
 Staff Name
 Designation
 Name of the Organization
 Signature
 Date

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund for a minor, photocopy of the School Leaving Certificate/ Marksheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government / judicial / military officers, senior executives of state owned corporations, important political party officials, etc.

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

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

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

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/ Insurance Copy/Unique Identification Number (U ID) (Aadhaar).

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

Exemptions/clarifications to PAN

D. (*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, FIs, 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.

List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial / Cooperative 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.

N

**Know Your Client (KYC)
Application Form (For Non-Individuals Only)**
Please fill in ENGLISH and in BLOCK LETTERS



Application No. :

Please fill in ENGLISH and in BLOCK LETTERS with black ink

A. IDENTITY DETAILS (PLEASE SEE GUIDELINES OVERLEAF)

- Name of Applicant
- Date of Incorporation Place of Incorporation
- Date of commencement of business
- a. PAN b. Registration No.(e.g. CIN)
- Status (Please tick any one (✓) Private Limited Co. Public Ltd. Co. Body Corporate Trust
 Partnership Charities NGO's FI FIL HUF AOP Government Body
 Bank Non-Government Organization Defense Establishment BOI Society LLP
 Others (please specify) _____

B. ADDRESS DETAILS (PLEASE SEE GUIDELINES OVERLEAF)

- Address for Correspondence

City/Town/Village Pin Code
State Country
- Contact Details: Tel (Off.) Tel (Res.)
Mobile No. Fax
Email id
- Specify the proof of address submitted for Correspondence address: _____
- Registered Address (If different from above)

City/Town/Village Pin Code
State Country

C. OTHER DETAILS

- Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:
- a) DIN of whole time directors
b) Aadhaar number of Promoters/Partners/Karta
(Please fill in the details as provided in Annexure)

DECLARATION

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 misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

Date:

Name & Signature of the Authorised Signatory

FOR OFFICE USE ONLY

AMC / Intermediary name OR code

- (Originals Verified) Self Certified Document copies
 (Attested) True copies of document received

Seal/Stamp of the Intermediary Should contain
Staff Name and Designation
Name & Signature of the Organization
Signature & Date

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- Self attested copy of PAN card is mandatory for all clients.
- Copies of the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- If correspondence & permanent address are different then proofs for both have to be submitted.
- Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PI Card/OC I Card and overseas address proof is mandatory.
- For foreign entities CIN is optional; and in the absence of DIN no, for the directors, their passport copy should be given.
- In case of Merchant Navy NRIs, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with Depository participant or Mutual Fund for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- Politically Exposed Persons (PEP) we 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

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

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

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

D. Exemptions / clarification to PAN (Sufficient documentary evidence in support of such claims to be collected.)

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

E. List of people authorized to attest the documents:

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

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

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). <input type="checkbox"/> Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. <input type="checkbox"/> Photograph, POI, POA, PAN of individual promoters holding control- either directly or indirectly. <input type="checkbox"/> Copies of the Memorandum and Articles of Association and certificate of incorporation. <input type="checkbox"/> Copy of the Board Resolution for investment in securities market. <input type="checkbox"/> Authorised signatories list with specimen signatures
Partnership firm	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered partnership firms only). <input type="checkbox"/> Copy of partnership deed. <input type="checkbox"/> Authorised signatories list with specimen signatures. <input type="checkbox"/> Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered trust only). <input type="checkbox"/> Copy of Trust deed. <input type="checkbox"/> List of trustees certified by managing trustees/CA. <input type="checkbox"/> Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none"> <input type="checkbox"/> PAN of HUF. <input type="checkbox"/> Deed of declaration of HUF/List of coparceners. <input type="checkbox"/> Bank pass-book/Manic statement in the name of HUF. <input type="checkbox"/> Photograph, POI, POA, PAN of Karfa.
Unincorporated association or a body of individuals	<ul style="list-style-type: none"> <input type="checkbox"/> Proof of Existence/Constitution document. <input type="checkbox"/> Resolution of the managing body S Power of Attorney granted to transact business on its behalf. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Banks/Institutional Investor	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of the constitution/ registration or annual report/balance sheet for the last 2 financial years. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of SEBI registration certificate. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Army/ Government Bodies	<ul style="list-style-type: none"> <input type="checkbox"/> Self-certification on letterhead. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of Registration Certificate under Societies Registration Act. <input type="checkbox"/> List of Managing Committee members. <input type="checkbox"/> Committee resolution for persons authorised to act as authorised signatories with specimen signatures. <input type="checkbox"/> True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

C. OTHER DETAILS

Gross Annual Income Details (please specify): Income Range per annum:

< ₹ 1 Lac ₹ 1 to 5 Lacs ₹ 5 to 10 Lacs ₹ 10 to 25 Lacs > ₹ 25 Lacs

Net-worth as on (date) _____ (₹ _____) (In Words _____)

(Net worth should not be older than 1 year)

Occupation (please tick any one and give brief details):

Private Sector Public Sector Government Service Business Professional
 Farmer Others (Specify)

Please tick, if applicable:

Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)
 Not a Politically Exposed Person (PEP) Not Related to a Politically Exposed Person (PEP)

D. BANK ACCOUNT(S) DETAILS

Bank Name	Bank Address	Bank Account No.	Account Type: Saving/Current/Others	MICR Number	IFSC Code

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



E. DEPOSITORY ACCOUNT(S) DETAILS, if available

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

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

F. TRADING PREFERENCES

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

Sr. No.	Name of the National Commodity Exchanges	Date of Consent for trading on concerned Exchange	Signature of the Client
1	Multi Commodity Exchange (MCX)		 5
2	National Commodity & Derivatives Exchange (NCDEX)		 6

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

G. INVESTMENT/TRADING EXPERIENCE

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

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

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

I. VAT DETAILS (As applicable, State wise)

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

J. PAST REGULATORY ACTIONS


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

K. DEALINGS THROUGH OTHER MEMBERS

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

Member's / Authorised Person (AP)'s Name			
Exchange			
Exchange's Registration number			
Concerned Member's Name with whom the AP is registered			
Registered office address			
Phone		Fax	
Email Id		Website	
Client Code			
Details of disputes/dues pending from/to such Member/AP			

L. INTRODUCER DETAILS (Optional)

Name of the Introducer			
	(First Name)	(Middle Name)	(Last Name)
Status of the Introducer:	<input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client		
	<input type="checkbox"/> Others, please specify		
Address & Phone No. of the Introducer			
	Tel No.		Fax No.
Signature of the Introducer			

M. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id : Yes No
 (If yes then please fill in Appendix-A) on page No. 33

N. NOMINATION DETAILS

I/We wish to nominate

I/We do not wish to nominate

Name of the Nominee			
Relationship with the Nominee		PAN of Nominee	
Date of Birth of Nominee			
Address and phone no. of the Nominee			
	Tel No.		

If Nominee is a minor, details of guardian:

Name of guardian			
Address and phone no. of Guardian			
	Tel No.		
Signature of guardian			

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

1. Name			
Signature			
Address			
2. Name			
Signature			
Address			

DECLARATION

1. 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.
2. I confirm having read/been explained and understood the contents of the document on policy and procedures of the broker and the tariff sheet.
3. I further confirm having read and understood the contents of the 'Rights and Obligation' document (s) and 'Risk Disclosure Document, guidance note.' I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for information on broker's designated website, if any.
4. Please specify your preference for receiving account opening kit in Electronic Physical

Place : _____

Date : _____

_____ 7
Signature of Client

FOR OFFICE USE ONLY

UCC Code allotted to the Client : _____

	Documents verified with Originals
Name of the Employee	
Employee Code	
Designation of the employee	
Date	
Signature	
Seal / Stamp of the stock broker	

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

Signature of the Authorised Signatory

Date

Seal / Stamp of the Member

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.

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its prices wings. There may be normally greater volatility in thinly traded commodity derivatives contracts than inactively 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.

1.2 Risk of Lower Liquidity:

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

1.3 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.**

1.4 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 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 predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.**

1.5 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.

1.6 Risk of Rumors:

- a. Rumors 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 rumors.

1.7 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.

1.8 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:-

2.1 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 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 apart 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 registration Certificate from SEBI.

Annexure - 3 (of KYC Document)

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS 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, Bye laws and Business Rules/ Regulations of Exchanges/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, Bye laws 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.
- * Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/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.
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.

- a. An unfair term of a non-negotiated contract will be void.
 - b. A term is unfair if it –
 - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
 - ii. is not reasonably necessary to protect the legitimate interests of the Member.
 - c. The factors to be taken into account while determining whether a term is unfair, include –
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;
- **contracts offered by commodity exchanges**
- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
 - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it –
 - i. is expressed in reasonably plain language that is likely to be understood by the Client;
 - ii. is legible and presented clearly; and
 - iii. is readily available to the Client affected by the term.
 - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11.B.

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

11.C.

- a. The above does not apply to a term of a financial contract if it –
 - i. defines the subject matter of the financial contract;
 - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or

- iii. is required, or expressly permitted, under any law or regulations.
 - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.
- 12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.
- 13. A. Protection of personal information and confidentiality**
 - a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes -
 - i. name and contact information;
 - ii. biometric information, in case of individuals
 - iii. information relating to transactions in, or holdings of, financial products
 - iv. information relating to the use of financial services; or
 - v. such other information as may be specified.
- 13. B.**
 - a. **A Member must -**
 - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
 - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
 - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
 - b. A Member may disclose personal information relating to a Client to a third party only if -
 - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member -
 - 1. informs the Client in advance that the personal information may be shared with a third party; and

- 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
- c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

14. A. Requirement of fair disclosure both initially and on continuing basis

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. In order to constitute fair disclosure, the information must be provided -
 - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
 - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding -
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.

14. B.

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

MARGINS

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by 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, Bye laws 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 Bye laws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Bye laws 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 nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

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

DISPUTE RESOLUTION

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

29. A. Suitability of advice for the Client

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

- a. A Member must -
 - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member -
 - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgment 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 acknowledgment 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 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 behavior;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client’s decision with regard to a financial product or financial service;
 - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including–
 - v. the right to terminate the financial contract;
 - vi. the right to switch to another financial product or another Member and
 - vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, nontamperable 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 acknowledgment 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.

**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 Exchanges/Sebi 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 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 whatsoever 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.

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

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link <http://www.mcxindia.com/SitePages/MembersDetails.aspx> and <http://www.ncdex.com/membership/memdirectory.aspx> to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <http://www.mcxindia.com/SitePages/TradeVerification.aspx> and <http://www.ncdex.com/marketdata/verifiedtrade.aspx>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-a-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.

19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by Sebi
23. Make the payments by account payee cheque in favor 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 or maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
 - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
 - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

Dont's

- 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, rumors, 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.**

APPENDIX - A
ELECTRONIC CONTRACT NOTE [ECN] - DECLARATION

To,
Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, Off Nehru Road, Vile Parle (East),
Mumbai - 400 099. Tel.: 022-62166666

Dear Sir,
i, _____ a client with Member
M/s. _____ of _____

Exchange undertake as follows:

I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.

I am aware that the Member has to provide electronic contract note for my convenience on my request only.

Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out/ordered by me.

I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.


My Email ID is _____. This has been created by me and not by someone else.

I am aware that non - receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above E-mail ID.

I am aware that this declaration form should be in English or in any other Indian language known to me. This declaration is valid until further instructions issued by me/us.

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

The E-mail ID must be written in own handwriting of the client.

Client Name : _____
Unique Client Code : _____
PAN : _____
Address : _____
Signature of the client : _____ 
Date : _____
Place : _____

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

Signature : _____
Date : _____

Instructions:

This declaration form has to be sent by the Member to the client on the email id provided by client while opening the trading account.

The client shall, on receipt of this email, print the email as well as the declaration form.

The hard copy of the declaration shall be filled up by the client and submitted to the Member along with a signed hard copy of the email. The Member shall acknowledge the receipt of the declaration from the client.

The size of the font of this declaration must be at least 12.

Voluntary Document (I)
REQUEST FOR RECEIVING SMS

To,

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Dear Sir(s),

Sub : Request for receiving Short Messaging Service (SMS) alerts

I/We the undersigned am/are in the process of registering with Grovalue Commodity Pvt. Ltd. ("the Company") as a client for executing my/our Commodity market trades for the Multi Commodity Exchange of India Ltd, and/ or National Commodity & Derivatives Exchange Limited.

I/We understand that as a value added service to your clients you are offering a facility of receiving SMS in connection with my/our account details or trade details or market information or recommendations/trading calls for any Commodity or any other information, at the sole discretion of the Company. I/We wish to avail the said facility from you and request you to register my/our mobile phone number, +91 - _____ for the same.

I/We have read, understood and agree to the below mentioned terms and conditions governing the said SMS facility

1. The service will be provided on best effort basis, at the sole discretion of the company. The client cannot hold the Company liable for non-availability of the service in any manner whatsoever.
2. The service may be discontinued with or without issuing any prior notice for any reason whatsoever.
3. The client is responsible for intimating any change in mobile number to the Company in writing, on which the client wants to receive the SMS. In case of change in mobile number not intimated to the Company, the SMS will continue to be sent to the last registered mobile phone number. The client agrees to indemnify the Company for any loss or damage suffered by it on account of SMS sent to such mobile number.
4. The Client acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity, network and its performance, handset configuration etc. The Company shall not be responsible for any non - delivery, delayed delivery or distortion of the SMS in any way whatsoever. The client shall not hold the company liable for any loss, damages, etc. that may be incurred/suffered by the client on account of opting to avail SMS facility.
5. Any information provided through this facility should not be treated as an offer or solicitation of an offer to buy/sell the Commodities. The company or its directors or employees or affiliates may deal as principal or may have bought/sold the Commodities mentioned in the SMS.
6. The Company or its employees or directors or its associates shall not be liable for any losses arising from the use of data/information provided in the SMS and accept no responsibility for contents and /or source of information provided in SMS and the clients should take their own decisions based on their specific investment objectives and financial position.
7. The SMS should not be reproduced/re-sent or distributed to or used by the public media or any other person without written consent from the Company.
8. The SMS shall be deemed to have been received by the client and the Company shall not be under any obligation to confirm the authenticity of the person(s) receiving the SMS. The Company will not be liable for any unauthorized use or access to the SMS sent on the mobile phone number of the client or for fraudulent, duplicate or erroneous use/misuse of such information by any third person.
9. The Company may amend the terms and conditions at any time with or without giving any prior notice to the clients. Any such amendments shall be binding on the clients who are already registered as user of this facility.

Thanking you,

Client's Signature : _____ 

Name : _____

Client's Code : _____

Date : _____

Voluntary Document (II)
Consent form for receiving trade alerts through SMS and/or E-mail

Date : _____

To,

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Dear Sir,

I/We, _____, a Client with Grovalue Commodity Pvt. Ltd., undertakes as follows:

1. I/We are aware that Multi Commodity Exchange (MCX) / National Commodity & Derivatives Exchange Ltd (NCDEX) provides SMS/email alerts to the constituents (clients) of its member for trades executed on its platform.
2. I/We are aware that the member has to provide the trade details through SMS/E-mail 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/email alerts.

- I want to receive transaction alerts in SMS as well as Email
- I want to receive transaction alerts only in SMS
- I want to receive transaction alerts only in Email
- I do not want to receive any transaction alerts, specify reason

4. The alerts should be sent on:

- a. Mobile number (enter 10 digit mobile no): _____
- b. Email Id : _____

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 and I/We 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. I/We also aware that this is an additional facility provided by the Exchange and I/we shall not solely rely or use such data for any purpose and Exchange shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

Name of the client : _____

PAN : _____

Unique Client Code : _____

Signature : _____ 

KYC ACKNOWLEDGEMENT SHEET

I/We acknowledge the following documents :-

Duly Filled Account Opening Form alongwith all other document as mentioned on index page of KYC.

Name of Client _____ Client Code _____

Email ID provided by Client _____ Clients' Signature _____ 

(With Rubber Stamp in case of Proprietary/HUF/Corporate)

Place : _____

Date : _____

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES/TRUST

(To be obtained on pre-printed letterhead of the company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF

_____ LTD. AND HAVING ITS REGISTERED OFFICE

AT _____

HELD ON _____ DAY _____ OF _____ 20____ AT AND DULY

RECORDED IN MINUTES BOOK

"Resolved that the Company is empowered to deal on MCX / NCDEX in any of its Segments and pursuant to the same, the Company do execute KYC and other necessary documents in favor of M/s. Grovalue Commodity Pvt. Ltd. Member of MCX / NCDEX."

"Resolved further that M/s. Grovalue Commodity Pvt. Ltd. be and is hereby authorized to honour instructions, oral or written, given on behalf of the Company by any of below mentioned Authorized Signatories -

Sr. No.	Name	Designation
1.		
2.		

Who is/are authorized to sell, purchase, negotiate documents and/or otherwise deal through M/s. Grovalue Commodity Pvt. Ltd. on behalf of the Company."

"Resolved further that Mr. _____ and/or Mr. _____, Directors/Authorized Signatory of the Company be and is/are hereby authorized to sign, execute and submit such applications, undertakings and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolved."

"Resolved further that the Common Seal of the Company be affixed, wherever necessary, in the presence of any of Directors of the Company and/or Company Secretary, who will sign the same in token."

For _____

Director / Chairman / Company Secretary / Trustees

Common Seal

Specimen Signatures of the Authorized Signatories

Sr. No.	Name	Specimen Signature
1.		
2.		

Voluntary Document (III)
RUNNING ACCOUNT AUTHORISATION LETTER

To

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Dear Sir,

Please refer to the trading account opened with you in the name of _____

_____ having Client Code _____ for the purpose of dealing in Commodity Exchange of MCX / NCDEX.

Further, I/We hereby confirm that I/We am/are desirous of regularly dealing in MCX / NCDEX and request you to maintain a running account of funds and securities on my/our behalf without settling the account on Settlement of each transaction on my/our behalf. I/We further request you to retain all amounts payable and securities receivable by me/us until specifically requested by me/us in writing to be settled or to be dealt within any other manner.

Preference for settlement of funds and securities is Quarterly Monthly

I/We understand and agree that no interest will be payable to me/us on our ledger credit or securities so retained with you.

I/We understand that I/we may revoke this Running Account Authority at any point of time giving notice to the Broker.

Thanking You,

Yours truly,

Name : _____

Date : _____

Signature : _____  11

Voluntary Document (IV)

AUTHORITY LETTER TO AUTHORIZED PERSON TO DEAL WITH GROVALUE COMMODITY PVT. LTD.
ON BEHALF OF CLIENT

To

The Board of Directors

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Dear Sir,

Sub.: Authorization to Mr./Ms./M/s. _____ (Name of Authorized Person) to deal with Grovalue Commodity Pvt. Ltd. on our behalf

I/We have become your clients for buying/selling commodities in MCX / NCDEX through your Company. I/We have been introduced by Mr./Ms./M/s. _____ who is Authorized Person with your Company. Also he/she/they shall be authorized to do the following acts, deeds and things on our behalf :-

1. To Place an order
2. To take confirmation of order
3. To Collect Pay-out Cheques from Grovalue Commodity Pvt. Ltd. and to give Pay-in Cheque to us vice-a-versa.
4. To make arrangement, to receive/deliver collateral in demat accounts
5. To settle my/our accounts with Grovalue Commodity Pvt. Ltd.
6. Any other matter as may be required to be complied in respect of my/our dealings.

Thanking You,

Yours truly,

Name : _____

Date : _____

Signature : _____  12

**Annexure -1
DECLARATION FROM KARTA**

Date : _____

From :

To

Name of Karta : _____

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Address : _____

The Hindu undivided family of Shri _____ is carrying on business in the firm name & style of at _____ or we intend to have trading account with Grovalue Commodity Pvt. Ltd. I, the undersigned is a karta of my family. I declared that these are following members in my HUF.

	Name	Relation	Date of Birth
1			
2			
3			
4			
5			

As and when there is any addition or deletion in the member of this HUF I shall intimate the same to you.

Yours faithfully

Signature of Karta
Rubber Stamp of HUF

**Annexure - 2
AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER(S)
(To be obtained on pre-printed Letterhead of Firm)**

Date: _____

Grovalue Commodity Pvt. Ltd.
03, Enterprise Centre, off Nehru Road, Vile Parle (E),
Mumbai - 400 099. Tel.: 022-62166666

Ref.: Trading Account No. _____

Dear Sir,

We the partners of M/s _____, a partnership firm, having its office at _____ city _____ state _____ and Mr./Ms _____ hereby authorize Mr./Ms _____ to open a trading account in MCX / NCDEX on behalf of the firm M/s _____ with the Trading Member Grovalue Commodity Pvt. Ltd. for sale and purchase of commodities available for trading in MCX / NCDEX or any other segment that may be introduced by MCX / NCDEX in future. He/She/They is/are authorized on behalf of the firm to deal in commodity products and the said Trading Member is hereby authorized to honor all instructions oral or written, given on behalf of the firm by him/her/them.

Mr./Ms _____ and Mr./Ms _____ is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through Grovalue Commodity Pvt. Ltd. on behalf of the firm M/s _____ He/She/They is/are also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. However any partner/authorized signatory(ies) can issue cheques from bank account(s) in favour of Grovalue Commodity Pvt. Ltd. for credit to trading account of the of the firm with Grovalue Commodity Pvt. Ltd., even though his/their signatures may not be available on the records of Grovalue Commodity Pvt. Ltd. These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be solely/ exclusively for the account of the firm maintained with Grovalue Commodity Pvt. Ltd.

We also recognize that a beneficiary account can not be opened with a Depository Participant in the name of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorize you to recognize the beneficiary account No _____ with Depositor having DP ID _____ opened as a singly/jointly in the name of Managing partner/partners of the firm. We agree that obligations for commodities purchased and/or sold by the firm will be handled and completed through transfers to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Thanking you.
Yours Truly

(Signature of all the Partners with the rubber stamp required)

TARIFF SHEET

	Brokerage		Sub Brokerage Details			
	First Leg	Second Leg	AP Name	AP Sharing	AP 2 Name	AP 2 Sharing
NCDEX	%	%				
MCX	%	%				
Other Terms & Conditions						


For Office Use Only:	Signature	Date
Brokerage Authorized By:		
Brokerage Entered By:		
Brokerage Verified By:		

Note:

1. A minimum Brokerage of Rs. 15 is charged per Settlement per Segment, if the Calculated Brokerage is less than Rs. 15. For Brokerage amount greater than Rs. 15, the actual Brokerage will be charged.
2. Duplicate Contract Notes issued will be charged at Rs. 10 per Contract Note.
3. Bounced Cheque / Stop Payment of Cheque shall be charged at Rs. 250/- per instance / instrument.
4. In Case physical option is chosen for receiving Contract Notes and related statements, Grovalue Commodity Pvt. Ltd. shall levy charges of Rs. 15 per Document dispatched.
5. Service Tax, transaction Charges of the Exchange, and Service Tax on Transaction Charges, Stamp Duty, and Other charges (if any) will be applicable at the prevailing rates from time to time.

TARIFF STRUCTURE

Charges*	Derivatives Segment Trading			
	NCDEX		MCX	
	Buy	Sell	Buy	Sell
Transaction Charges	250	250	250	250
Service Tax on Transaction Charges @ 12.36%	30.90	30.90	30.90	30.90
Commodities Transaction Tax @ 0.01%*	NIL	1000	NIL	1000
Stamp Charges (All States)	100	100	100	100
Total	380.90	1380.90	380.90	1380.90

Client's Signature:		Date:
Authorised Person Signature:		Date:

Note : Service Tax / Turnover Tax / Sales Tax / Statutory Cost / Stamp Duty / CTT will be applicable as per Government Norms & the above charges are subject to change as per regulatory authorities.

Tax and Other Levies: Taxes and Other levies come printed in our Contract cum Bill. The same are charged/revised as per the Regulatory Bodies and/or Exchanges.

GENERAL INSTRUCTIONS

Each client should use a separate registration form in case of joint holding.

Modifications / Cancellations should be counter signed.

Originals must be produced for verification at the time of submission of Application.

In case of HUF / Proprietorship firm / Partnership firm / Company account, rubber stamp must be affixed along with signatures.

FOR OFFICE USE ONLY

Name of the Client:				
Client Code:		Group Code		
Direct/Sub-Broker/Branch				
Exchange Status	MCX ()	NCDEX ()		
Branch Name	Date of dispatch by branch			
Branch prefix	Date of receipt at HO			
Details to be done (all that are applicable)	AT BRANCH		AT HO END	
	Initial of Official doing it	Date when done	Initial of official doing it	Date when done
Send by				
Checked by				
Punched by				
Authorized by				

FATCA/CRS Declaration Form

To: **GROVALUE COMMODITIES PRIVATE LIMITED**

BO ID: _____ TRADING CODE: _____

Name: _____ PAN No: _____

Primary Holder **Jt Holder 1** **Jt Holder 2** **Jt Holder 3**

Residential Status (Resident / Non-Resident) _____

FATCA/CRS Declaration Form

Part I - Please fill in the country for each of the following (Applicable for all customers):

1	Country of:	
a)	Birth	
b)	Citizenship	
c)	Residence for Tax Purposes	
d)	Current Residence (Overseas Country for NRI)	
2	US Person (Yes I No) Refer definition on page 2	

Part II - Please note:

- a. If in all fields above, the country mentioned by you is **India (except in case of seafarers)** and if you do not have US person status, please proceed to Part II for signature.
- b. If for any of the abovefield, the country mentioned by you is not India and or if your US person status is Yes, please provide the Tax Payer Identification Number (TIN) or Functional equivalent as issued in the specific country in the table below:

i)	<input type="checkbox"/> TIN or <input type="checkbox"/> Functional equivalent (please specify name and number)	
	Country of Issue	
ii)	<input type="checkbox"/> TIN or <input type="checkbox"/> Functional equivalent (please specify name and number)	
	Country of Issue	
iii)	<input type="checkbox"/> TIN or <input type="checkbox"/> Functional equivalent (please specify name and number)	
	Country of Issue	

- c. If you satisfy the criteria mentioned in II(b) above but do not have Taxpayer Identification Number functional equivalent, please tick the reason for the same as given below:

I am a person resident out of India with (choose only if applicable):

- Country not issuing TIN/Functional equivalent _____
 (mention Visa / Residence / Work permit number)
- Dependent visa _____ (mention dependent visa number) Student
- visa _____ (mention student visa number) Seafarer status
- (mention CDC/visa number)
- Going to the country of residence for first time (mention visa number. TIN/functional equivalent to be communicated to the bank within 90 days, else account will get closed).

OR

I am a person resident in India as well as resident for tax purposes in India (Please also fill Part IV self-certification)

- d. In case you are declaring US person status as 'No' but your Country of Birth is US, please provide document evidencing Relinquishment of Citizenship. If not available provide reason/s for not having relinquishment certificate. Please also fill Part IV Self-Certification.

Part III - Customer Declaration (Applicable for all customers)

(i) Under penalty of perjury, I certify that:

1. The applicant is (i) an applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof. (This clause is applicable only if the account holder is identified as a US person) or
2. The applicant is taxable as a tax resident under the laws of country outside India. (This clause is applicable only if the account holder is a tax resident outside of India)

(ii) I understand that the Bank is relying on this information for the purpose of determining my status in compliance with FATCA/CRS. The Bank is not able to offer any tax advice on FATCA/CRS or its impact. I shall seek advice from professional tax advisor for any tax questions.

(iii) I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

(iv) I agree that as may be required by domestic regulators/tax authorities the Bank may also be required to inform reportable details to CBDT or close or suspend my account.

(v) I certify that I provide the information on this form and to the best of my knowledge and belief the certification is true, correct, and complete including the taxpayer identification number / functional equivalent number of the applicant.

Client Signature :

(17)A 

Name :

Date (DD/MM/YYYY) :

Part IV - Self -Certification (Not Applicable for N R I customers except for point (b) below):

To be filled only if -

- (a) Any of the indicia parameters is outside India and TIN or functional equivalent is not available since not a resident tax purpose outside India, or
- (b) Country of Birth is US and US person is mentioned as "No" in Part I

I confirm that I am not a US person or a resident for Tax purpose in any country other than India, though one or more parameters suggest my relation with the country outside India. Therefore, I am providing the following document as proof of my citizenship and / or residency.



Client Signature :

Document Proof submitted (Pls tick document being submitted)

Passport Election Id Card PAN Card a Driving License UIDAI Letter NREGA Job Card Govt. Issued ID Card

Note-

The term United States person means:

- a. an individual, being a citizen or resident of the United States of America;
- b. partnership or corporation organized in the United States of America or under the laws of the United States of America or any State thereof;
- c. a trust if: i. a court within the United States of America would have authority under applicable law to render orders or judgements concerning substantially all issues regarding administration of the trust; and ii. one or more U.S. persons have the authority to control all substantial decisions of the trust;
- d. an estate of a decedent who was a citizen or resident of the United States of America.

Functional Equivalent of TIN includes the following:

A social security/insurance number, citizen/personal identification/services code/national identification number, a resident / population registration number, Alien card number, etc.

NATIONAL AUTOMATED CLEARING HOUSE (NACH) DIRECT DEBIT AUTHORIZATION FORM

Client Code :

Date : _____

Client Name : _____

I/We duly sign this form under National Automated Clearing House and authorise Grovalue Commodity Pvt. Ltd. ('the Company') and its authorised service providers to debit my/our bank account details mentioned in the Mandate for NACH Direct Debit, for the purpose of collecting funds electronically through Electronic Clearing System (ECS) or through Direct Debit facility under NACH.

I/We also understand that the Company or its authorised service provider may execute Debit Instruction as per attached mandate for the purpose of any dues /charges payable to Grovalue Commodity Pvt. Ltd. for any segment.

I/We hereby confirm and agree to abide by the following terms and conditions:

1. I/we also agree that I/we shall never raise any dispute or claim any loss/damages with regard to the same.
2. I/We also understand that in case of any change in Mandate / Bank details, I/we have to cancel the existing Mandate and provide a new Mandate with revised details submitted to Grovalue Commodity Pvt. Ltd., #77, V Mall, Gr. Flr., Thakur Comp., Asha Ngr, W. E. Highway, Kandivali (E), Mumbai- 400 101. Tel.: 022-46127200
3. The Company may reject Mandate application due to any reason.
4. The Company will not be liable for any transaction failure due to rejection by my bank under any reason. I/we will not hold the Company, its affiliates or any service providers responsible if a transaction is delayed or not effected by my bank.
5. I/we will pay separately for margin shortfall in MCX/NCDEX segment.

Along with this form also attached is the Mandate for NACH Direct Debit form with details of the bank account which needs to be debited under NACH.

Signature of Client : 15 _____

UMRN Date: Sr. No. _____

Create Sponsor Bank Code **HDFC0000060** Utility Code **HDFC01654000012278**
 Modify I/We hereby authorize Grovalue Commodity Pvt. Ltd. to debit (tick) SB CA CC Other
 Cancel Bank A/c no.: (Destination Bank Account Number)

With Bank _____ (Name of Destination Bank with Branch) IFSC or MICR

an amount of Rupees _____ amount in words _____ ₹ _____ amount in figure _____

FREQUENCY: Monthly Quarterly Half Yearly Yearly As & When Presented DEBIT TYPE Fixed Amount Maximum Amount

Reference 1 _____ Client Code _____ Phone No.: _____

Reference 2 _____ For Office Use Only _____ Email ID: _____

		PERIOD										
From :		D	D	M	M	Y	Y	Y	Y			
To :		X	X	X	X	X	X	X	X	1 Signature of Account Holder	2 Signature of Account Holder	3 Signature of Account Holder
Or	<input checked="" type="checkbox"/>									1 Name of Account Holder	2 Name of Account Holder	3 Name of Account Holder

I/We hereby declare that the particulars given on this mandate are correct and complete. If the transaction is delayed or not effected at all reasons of incomplete or incorrect information, I/We would not hold Grovalue Commodity Pvt. Ltd. responsible. I/We have read the option invitation letter and agree to discharge the responsibility expected of me/us as a participant/s under the scheme. We authorize use of above mentioned contact details for the purpose of this specific mandate instruction processing. We hereby confirm adherence to terms on this mandate.

DATE : _____

To,
GROVALUE COMMODITY PVT. LTD.
03, Enterprise Centre, Off Nehru Road,
Vile Parle (East), Mumbai - 400 099.
Tel.: 022-62166666

Sub : MCX / NCDEX Settlement

Ref: UCC : _____

Respected Sir / Madam,

I, the undersigned, MR./MRS _____, Hereby Authorize
M/s Grovalue Commodity Pvt Ltd. To settle my Commodity transactions financial ledgers for intra
Commodity Exchanges Settlement i.e. MCX / NCDEX.

Thanking You,

CLIENT SIGNATURE _____ 16

CLIENT NAME _____

Disclosure

Proprietary Trading

The member discloses herewith that it undertakes proprietary trading, Arbitrage as well as investment
in addition to client based trading.

Signed for any on behalf of

Signed for and on behalf of Client

Name	GROVALUE COMMODITY PVT. LTD.
Authorised Signatory	

Name	
Authorised Signatory	

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