

CHECKLIST FOR INDIVIDUAL CLIENTS

A. Mandatory Document (Self Certified)

Pan Card

B. Valid Bank Proof

(At least one of the following; Self Certified. Through which transactions will generally be Routed.)

Bank Statement with entries not older than 3 months. Cancelled Cheque Leaf with Name and Account Number Printed on it.

Bank Passbook with entries not older than 3 months.

C. Valid Address Proof

(At least one of the following; Self Certified)

UID Card Passport Ration Card Driving License Voter Identity Card Rent Agreement

Insurance Policy Electricity Bill (Not Older Than 3 Months) Land Line Telephone Bill (Not Older Than 3 Months)

D. Valid DEMAT Account Proof

(if applicable)

Statement of Transaction / Holding (latest) Cancelled DP Slip with name printed on it.

Client Master

CHECKLIST FOR HUF

(All Documents with Karta's Signature and Rubber Stamp.)

E. Mandatory Document

(Self Certified by Karta)

Pan Card of HUF Pan Card of Karta HUF Declaration (as per the format)

F. Valid Bank Proof of HUF

(At least one of the following; Self Certified. Through which transactions will generally be Routed)

Bank Statement with entries not older than 3 months.

Cancelled Cheque Leaf with Name and Account Number Printed on it.

Bank Passbook with entries not older than 3 months.

G. Valid Address Proof of Karta and HUF

(At least one of the following; Self Certified)

Passport Driving License Voter Identity Card

Rent Agreement Insurance Policy Electricity Bill (Not Older than 3 Months)

Land Line Telephone Bill (Not Older than 3 Months)

H. Valid DEMAT Account Proof

(if applicable)

Statement of Transaction / Holding (latest) Cancelled DP Slip with name printed on it.

Client Master

CHECKLIST FOR PARTNERSHIP

(All Documents with Partners's Signature and Rubber Stamp.)

I. Mandatory Document (Self Certified)

- Pan Card of Firm Pan Card of Partners Partnership Declaration
- Partnership Deed (Duly Signed by all the Partners) Latest Two years Annual Report

J. Valid Bank Proof of Partnership Firm

(At least one of the following; Self Certified by Partner through which transactions will generally be Routed)

- Bank Statement with entries not older than 3 months.
- Cancelled Cheque Leaf with Name and Account Number Printed on it.
- Bank Passbook with entries not older than 3 months.

K. Valid Address Proof of Partners

(At least one of the following; Self Certified)

- Passport Driving License Voter Identity Card Insurance Policy
- Land line Telephone Bill Electricity Bill Rent Agreement

L. Valid DEMAT Account Proof

(if applicable)

- Statement of Transaction / Holding (latest) Cancelled DP Slip with name printed on it.
- Client Master

CHECKLIST FOR CORPORATE

(All Documents with Director's Signature and Rubber Stamp.)

M. Mandatory Document

(Self Certified by Director)

- Details of the Corporate Entity Pan Card Of Corporate
- Memorandum and Article of Associations / Certificate of Incorporation
- Board Resolution (As per Format)
- Proof of Address of Corporate & of All Directors / Authorized Signatories
- Details of All Directors / Authorized Signatories / Managing Authorities
- Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by company secretary / whole-time director / MD.
- Photograph of whole time directors / Authorized Signatories.
- Networth Certificate by Chartered Accountant Copy of latest Income tax return (ITR)
- Letter from the Banker Certifying the account number & the period from which this account is operational
- Pan Card of Authorized Signatory (ies)
- Latest Three years Annual Report

N. Valid Bank Proof of Corporate

(At least one of the following; Self Certified. Through which transactions will generally be Routed.)

- Bank Statement with entries not older than 3 months.
- Cancelled Cheque Leaf with Name and Account Number Printed on it.

O. Valid DEMAT Account Proof (if applicable)

- Statement of Transaction / Holding (latest) Cancelled DP Slip with Name Printed on it.
- Client Master

SAMARTH MERCANTILE PRIVATE LIMITED

MCX Member ID : 29940, FMC Reg. No: MCX / TCM / CORP / 1010
 NCDEX Member ID : 00285, FMC Reg. No: NCDEX / TCM / CORP / 0198
 ACE Member ID : -----, FMC Reg. No.: ACEL / TCM / CORP / -----

Registered Address : H-20, APMC Market I, Phase II, Sector 19, Vashi, Navi Mumbai - 400 703.

Website : www.samarthgroup.in | Tel.: 91 22 4156 7100 | Fax : 91 22 6791 2225

Compliance Officer : Mr. Amit H. Anam Ph. No.+91 22 4156 7100 Email - amit@samarthgroup.in

Details of CEO : Mr. Vishal D. Thakker Ph. No.+91 22 4156 7122 Email – vishal@samarthgroup.in

INDEX

Sr. No.	Name of the Document	Brief Significance of the Document	Page
MANDATORY DOCUMENTS			
1)	Instruction/ Checklist	Instructions For Filling up KYC Form For Individual/ Non-Individual	iv to v
2)	KYC (Account Opening application form)-Individual	Document captures the basic information about the Individual Constituent	1 to 4
3)	KYC (Account Opening application form) Non-Individual	Document captures the basic information about the Non-Individual Constituent	5 to 9
4)	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	10
5)	Uniform Risk Disclosure Document (RDD) (Annexure2)	Document Detailing the Risks associated with dealing in the commodities market.	11 to 13
6)	Rights and Obligations of Members, Authorized Persons and Clients (Annexure3)	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14 to 18
7)	Do's and Don'ts for the Investors (Annexure4)	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	19 to 20
VOLUNTARY DOCUMENTS			
8)	Voluntary Terms and Conditions	Documents detailing the terms and conditions specific to Samarth Mercantile Pvt. Ltd. for ease of operation	21 to 24
9)	Request for Running Account	Request for maintenance of running Account	26
10)	Declaration of Position Limit	Declaration & Undertaking on Position Limit.	27
11)	Mobile and E-mail Registration	Verification for e-mail address and mobile number for receiving alerts from NCDEX / MCX	28
12)	Request for SMS Reports and Other Information	Request to receive Reports and other information via SMS	25
13)	ECN Registration	Format for Registration for Electronic Contract Notes (Appendix A)	29
14)	Specimen Formats	Format of Declaration By: 1) HUF 2) Partnership 3) Corporate / Trust	30 to 33

Client Signature	Individual	Page No.: 1, 3, 9, 10, 24, 25, 26, 27 & Last Page
	Non Individual	Page No.: 5, 6, 8, 9, 10, 24, 25, 26, 27 & Last Page
Introducer Signature		Page No.: 4, 7, 10

A. Important Points

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

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, 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 (Note: Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line) Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook – Not more than 3 months old.
4. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly /Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

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

1. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the State of Sikkim (subject to the continued exemption granted by Government).

E. List of People Authorized to Attest The Documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).

2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

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

Types of entity	Documentary requirements
Corporate	<p>Copy of the balance sheets for the last 2 financial years (to be submitted every year). Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</p> <p>Photograph, POI, POA, PAN and DIN numbers of whole time Directors / two Directors in charge of day to day operations.</p> <p>Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. Copies of the Memorandum and Articles of Association and certificate of incorporation. Copy of the Board Resolution for investment in commodity market.</p> <p>Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures.</p>
Partnership firm	<p>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</p> <p>Certificate of registration (for registered partnership firms only).</p> <p>Copy of partnership deed.</p> <p>Authorised signatories list with specimen signatures. Photograph, POI, POA, PAN of Partners.</p>
Trust	<p>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</p> <p>Certificate of registration (for registered trust only).</p> <p>Copy of Trust deed.</p> <p>List of trustees certified by managing trustees/CA.</p> <p>Photograph, POI, POA, PAN of Trustees.</p>
HUF	<p>PAN of HUF.</p> <p>Deed of declaration of HUF & List of coparceners.</p> <p>Bank pass-book/bank statement in the name of HUF.</p> <p>Photograph, POI, POA, PAN of Karta.</p>
Government Bodies	<p>Self-certification on letterhead.</p> <p>Authorized signatories list with specimen signatures.</p>
Registered Society :	<p>Copy Of Registration Certificate Under Societies Registration Act</p> <p>List of Managing Committee Members.</p> <p>Committee Resolution for Persons Authorised to act as Authorised Signatories with specimen signatures</p> <p>True Copy of Society Rules & Bye Laws certified by the Chairman/ Secretary</p>

1. Make payments for All Transactions/Margin through an A/C Payee Cheque/RTGS/NEFT to "SAMARTH MERCANTILE PVT. LTD." only.
2. Do NOT give Cash/Cheque/Securities or Transfer the commodities to our Associates / Employees / Channel Partners or any other person as they are NOT authorized to take Funds / commodities in their Name.
3. We send detailed Financial Statement to you, In a frequent manner, as specified from the Exchanges and / or FMC from time to time. Please revert to us in case you have any discrepancy in the same, within the stipulated time frame.
4. A List of Email IDs and Telephone Numbers of all the Concerned Departments are published on our Website: <http://www.samarthgroup.in>. A similar list will be delivered to you in your Client Welcome Kit. Feel free to communicate with us in this regard.
5. All trades executed can be verified on the Website of the relevant Exchange within 3 days of the trade date. The link of the respective Exchanges is available on our Website <http://www.samarthgroup.in>. Please inform us within 24 hours of the trades in case of any discrepancy.
6. For any grievance/dispute please contact us at the mentioned address or email us at service@samarthgroup.in and Phone no. 022 4156 7100. In case not satisfied with the response, please contact the concerned exchange(s) at:

MCX: grievance@mcxindia.com or call 022 - 6649 4000

NCDEX: askus@ncdex.com or call 022 - 6640 6609

7. Proprietary Trading Declaration: - We would like to inform you that we are doing clientele business and we may do proprietary trading business i.e. SAMARTH MERCANTILE PVT. LTD. may do transactions in Commodities in its own accounts.
8. Please do not execute any Transactions including but not limiting to cash transactions, which may raise suspicion based on the criteria given under circulars pertaining to Prevention of Money Laundering Act and rules there under, as we will be under an obligation to report such suspicious transactions to Financial Intelligence Unit of India (FIU) under the provisions of Prevention of Money Laundering Act.

Please email us any queries that you have, on service@samarthgroup.in

We look forward to have a long mutual relationship beneficial to both of us, and provide seamless business in the forthcoming years.

For SAMARTH MERCANTILE PVT. LTD.,

APPLICATION FORM (For Individuals)

PHOTOGRAPH
Please affix your recent passport size photograph and sign across it

KNOW YOUR CLIENT (KYC)

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

I.1.
X

Prefix Mr. Mrs. Miss Dr.

1. Name of the Applicant :

2. Father's/ Spouse Name :

3. A. Gender : Male Female B. Marital Status : Single Married C. Date of Birth

4. A. Nationality : Indian Other (please specify)

B. Status : Resident Individual Non Resident *Foreign National (*if Non Resident / Foreign National, self-certified copy of statutory obtained must be attached)

5. A. PAN : B. Unique Identification (UID)/ Aadhaar, (if available)

C. Any Other Additional Proof of Identity :

B. ADDRESS DETAILS

(Proof of address must be different from the proof of identity submitted).

1. Correspondence Address

City / District / Village Pin
State Country

2. Contact Details

Tel. (Off.) Tel. (Res.)
Mobile Fax
E-mail Id. (Mandatory)

3. Specify Proof of Address Submitted for Correspondence Address

4. Permanent Address (if different from above)

City / District / Village Pin
State Country

5. Contact Details

Tel. (Off.) Tel. (Res.)
Mobile Fax
E-mail Id. (Mandatory)

6. Specify Proof of Address Submitted for Permanent Address (if any)

Note : If Correspondence Address is Different from Permanent Address, Please Provide Separate Proofs for both the Addresses Mentioned.

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C. OTHER DETAILS

1. Gross Annual Income Details (please specify) : Income Range Per Annum

Below Rs 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac >25 Lac

OR

Net-worth as on _____ Rs. _____

(Net worth should not be older than 1 year)

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

Private Sector Public Sector Government Service Business
 Professional Farmer Others (please specify) _____

Employment / Establishment Details :

Name of Employer / Establishment :

Office Address :

City / District / Village _____ Pin _____
State _____ Country _____
Tel. (Off.) _____ Tel. (Res.) _____
Mobile _____ Fax _____

3. Please tick, as 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 DETAILS* (payment can be routed only through the below mentioned account)*

Bank Name

Branch 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 DETAILS, if available*

Depository Participant Name

Depository 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.

* For additional bank / demat account details, please attach separate sheet.

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F. INVESTMENT/TRADING EXPERIENCE

Number of years of Experience in : _____ No Prior Experience

Commodities _____ Other investment related fields _____

G. VAT DETAILS (As applicable, State wise)

Vat Registration No. _____ Validity Date _____ Name of the State _____

Local _____

Other _____

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

Sales Tax State Registration No. _____ Validity Date _____ Name of the State _____

Local _____

Central _____

Other _____

I. 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 Client
1	NCDEX		1.2. XX
2	MCX		XX

(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)

J. PAST REGULATORY ACTION

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. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id

Yes (If yes then please fill in Appendix-A) No

L. 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 / Authorized Person (AP)'s Name: _____

Exchange: _____ Exchange's Registration number: _____ Client Code: _____

Concerned Member's Name with whom the AP is registered: _____

Registered office address: _____

Tel. (Off.) _____ Fax _____

E-mail Id. _____

Website _____

Details of disputes/dues pending from/to such Member/AP: _____

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M. NOMINATION DETAILS

I/ We do not wish to nominate I/We wish to nominate

Name of the Nominee:

Relationship with the Nominee: _____ Birth date of Nominee: _____

PAN of Nominee: _____ Tel. _____

Address of the Nominee:

If Nominee is a minor, details of guardian:

Name of guardian: _____

Address of Guardian:

Phone no. of the Nominee: _____

Signature of guardian

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

Name	Name
Address	Address
Signature	Signature

N. INTRODUCER DETAILS (optional)

Name of the Introducer

Status of the Introducer Authorized Person Existing Client Other (Please Specify) _____

Office/ Residential Address

City / District / Village _____ Pin _____
State _____ Country _____
Tel. (Off.) _____ Tel. (Res.) _____
Mobile _____ Fax _____

Signature of Introducer

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APPLICATION FORM (For Non-Individuals)

KNOW YOUR CLIENT (KYC)

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

A. IDENTITY DETAILS

N.I.1.
X

1. Name of the Applicant :

2. Date of incorporation: _____ Place of incorporation: _____

3. Date of commencement of business: _____

4.a. PAN: _____ b. Registration No. (e.g. CIN): _____

c. Any other additional proof of identity: _____

5. Status (please tick any one):

- Private Ltd. Co. Public Ltd. Co. Body Corporate Partnership Trust
 HUF LLP Others (please specify) _____

(In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

B. ADDRESS DETAILS

(Proof of address must be different from the proof of identity submitted).

1. Correspondence Address _____

City / District / Village _____ Pin _____

State _____ Country _____

2. Contact Details

Tel. (Off.) _____ Tel. (Res.) _____

Mobile _____ Fax _____

E-mail Id. (Compulsory) _____

3. Specify Proof of Address Submitted for Correspondence Address _____

4. Registered Address (if different from above)

City / District / Village _____ Pin _____

State _____ Country _____

5. Contact Details

Tel. (Off.) _____ Tel. (Res.) _____

Mobile _____ Fax _____

E-mail Id. (Compulsory) _____

6. Specify Proof of Address Submitted for Registered Address (if applicable) _____

Note : If Correspondence Address is Different from Permanent Address, Please Provide Separate Proofs for both the Addresses Mentioned.

C. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range Per Annum

- Below Rs 1 Lac 1-5 Lacs 5-10 Lacs 10-25 Lacs 25lacs-1crore Above 1 Crore

OR

Net-worth as on _____ Rs. _____

(Net worth should not be older than 1 year)

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D. BANK ACCOUNT DETAILS* (payment can be routed only through the below mentioned account)#

Bank Name

Branch 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 DETAILS, if available#

Depository Participant Name

Depository 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. For Additional Bank/ Demat Account Details Please Attach Separate Sheet.

F. INVESTMENT/TRADING EXPERIENCE

Number of years of Experience in :

No Prior Experience

Commodities

Other investment related fields

G. VAT DETAILS (As applicable, State wise)

Vat Registration No.

Validity Date

Name of the State

Local

Other

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

Sales Tax State Registration No.

Validity Date

Name of the State

Local

Central

Other

I. 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 Client
1	NCDEX		NI.2. XX
2	MCX		XX

(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)

for additional bank / demat account details, please attach separate sheet.

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J. PAST REGULATORY ACTION

Details of any action / proceedings initiated / pending / taken by FMC / SEBI / Stock exchange / Commodity exchanges/any other authority against the client or its partners/promoters/ whole time directors/ Authorised Persons incharge during the last 3 years : _____

K. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id

Yes (If yes then please fill in Appendix-A) No

L. DEALINGS THROUGH OTHER MEMBERS

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

Member's / Authorized Person (AP)'s Name: _____

Exchange: _____ Exchange's Registration number: _____ Client Code: _____

Concerned Member's Name with whom the AP is registered: _____

Registered office address: _____

Tel. (Off.) _____ Fax _____

E-mail Id. _____

Website _____

Details of disputes/dues pending from/to such Member/AP: _____

M. INTRODUCER DETAILS (optional)

Name of the Introducer

Status of the Introducer Authorized Person Existing Client Other

Please Specify _____

Office/ Residential Address

City / District / Village _____ Pin _____

State _____ Country _____

Tel. (Off.) _____ Tel. (Res.) _____

Mobile _____ Fax _____

Signature of Introducer

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Name of Applicant _____ PAN of the Applicant _____

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

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DECLARATION

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

2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.

3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.

Place : _____

Date : _____

A.1.
XX

Signature of Client/ All Authorized Signatory(ies)

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	

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

I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Date _____

Signature of the Authorized Signatory
Seal/Stamp of the Member

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TARIFF SHEET

	Brokerage			Sub Brokerage Details		
	First Leg	Second Leg	Intraday	AP Name	AP Sharing	AP 2 Name
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. 50 per instance / instrument.
 4. In Case physical option is chosen for receiving Contract Notes and related statements, Samarth Mercantile 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	200	200	250	250
Service Tax on Transaction Charges @ 12.36%	24.72	24.72	30.90	30.90
Stamp Charges (All States)	100	100	100	100
Total	324.72	324.72	380.90	380.90

*All Charges are per Crore rupees of Transaction.

Client's Signature:	A.2. XX	Date:	
Authorised Person: Signature		Date:	

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.

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RISK DISCLOSURE DOCUMENT

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

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

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

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

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

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

involved in such trading. If you are unsure, you must seek professional advice on the same.

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

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

I. Risk of Higher Volatility

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

II. Risk of Lower Liquidity

A. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

B. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

III. Risk of Wider Spreads

a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

IV. Risk-reducing orders

A. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

B. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract..

C. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.

D. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

V. Risk of News Announcements

Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

VI. Risk of Rumours

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

VII. System Risk

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

B. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.

C. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

VIII. System/ Network Congestion

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

you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-

Effect of "Leverage" or "Gearing":

A. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.

B. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.

C. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due

to such square-up/ Close Outs.

D.Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

E.Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

F.You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3.Trading Through Wireless Technology Or Any Other Technology:

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

4.General

I.Deposited cash and property:

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

II.Commission and other charges:

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

III.For rights and obligations of the Members/Authorised Persons/ clients, please refer to

Annexure 3.

IV.The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

V.The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

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RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

(as prescribed by FMC and Commodity Exchanges)

1. The client shall invest/trade in those commodities / contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
9. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
10. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
15. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, By 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 By laws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, By laws and Business Rules of the Exchanges and the circulars/notices issued there under.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall

be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

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

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

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

TERMINATION OF RELATIONSHIP

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

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

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

27. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.

28. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

29. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

30. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.

31. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.

32. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

33. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating 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.

ELECTRONIC CONTRACT NOTES (ECN)

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

35. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

36. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.

37. The Member shall retain ECN and 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 FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.

38. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.

39. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

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

LAW AND JURISDICTION

41. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.

42. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.

43. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.

44. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/FMC.

45. All additional voluntary/nonmandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the client.

46. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

47. Members are required to send account statement to their clients every month in physical form.

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 as mobile phone, laptop with detach card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by FMC & the Exchanges from time to time.

2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.

3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.

4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.

5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person 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.

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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>, www.ncdex.com/Membership/Memberdirectory.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>. | www.ncdex.com/marketdata/verifytrade.aspx. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the

member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:

a)Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b)You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.

c)In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.

d)Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.

25.You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.

26.Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.

27.In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.

Don'ts

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

VOLUNTARY TERMS AND CONDITIONS

Voluntary Document - I

The following clauses are not part of model formats of Uniform Set of Documents. These clauses have been added in order to ensure smooth functioning of trading and to enhance the transparency of Member-Client relation. The client is further informed that these clauses are voluntary and at the discretion of member and client. The Client and the Member, in addition to the above, also voluntarily agree to the terms and conditions stated herein below. The client is further informed that he/she/it may strike out any of these clauses, if he/she/it does not wish to accept the same.

I/We, _____, (hereinafter referred to as "Client"), voluntarily and unconditionally hereby state and declare that I/We have read and understood the terms and conditions mentioned hereinafter governing currency trading and broking services of MEMBER i.e. M/S. Samarth Mercantile Pvt. Ltd. hereinafter referred to as "SMPL" for brevity) and agree to be bound by the same.

1. GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICE

(a) COMPLIANCE WITH LAWS

The Client understands, agrees and confirms to provide copies of Annual Accounts, Returns, Financial information or any other document such as Bank Statements etc. that may be asked for by the Member to comply with Prevention of Money Laundering Act, 2002, as amended. If the Client fails to provide the documents, as may be required by the Member, the Member reserves the right to terminate or close the trading account forthwith.

(b) ACTING AS A SUB BROKER / AUTHORISED PERSON

The CLIENT agrees not to act as a Sub Broker or Authorized Person without prior written permission of the MEMBER and without obtaining certificate of registration from FMC / Exchange.

(c) DISCLAIMER

The CLIENT agrees that all investments and disinvestment decisions are based on the CLIENT'S own evaluation of financial circumstances and investment objectives. This extends to any decision made by the CLIENT on the basis of any information that may be made available by the MEMBER through its website www.samarthgroup.in or through any other media. The CLIENT will neither hold, nor seek to hold the MEMBER, as the case may be, or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, costs or damage incurred by the CLIENT consequent upon relying on investment information, research opinion or advice or any other material / information provided by the MEMBER, as the case may be. The CLIENT is aware that any information provided by the MEMBER through any medium based on the research of the MEMBER or other external sources is subject to normal variations in the stock market and is merely an estimation of the availability or otherwise of certain investments, and the MEMBER shall not be deemed to have assumed responsibility for any such information. The CLIENT should seek independent professional advice regarding the suitability of any investment decision before acting on such reports and MEMBER shall not be liable under any circumstances for any losses, costs, charges, expenses incurred/suffered by the Client based on such reports.

2. MARGINS

(i) The CLIENT shall make the prescribed initial margin in the form of cash and /or in the form of securities (the "Margin") with the MEMBER simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade upto a pre-determined number of times of the MARGIN (the "Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the MEMBER who shall have the irrevocable right to set off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT.

(ii) Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with the MEMBER. In exercise of the MEMBER'S right to sell securities under the terms and conditions, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER'S discretion.

(iii) The Client confirms that the MEMBER is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or FMC) and the CLIENT shall be obliged to pay such margins.

(iv) Any reference in these terms to Derivative contracts is deemed to include reference to Commodities Derivatives Segment.

(v) Margins in Derivative Contracts:

In the derivative segment, the CLIENT agrees to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by the MEMBER or the Exchange from time to time. Furthermore, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay withholding margins, special margins, Exposure Margin or such other margins as are considered necessary by the MEMBER or the Exchange from time to time.

(vi) Payment through Cheque/Demand Draft:

Client understands that in case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, trade(s) will be executed by the MEMBER only upon the realisation of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees to mention his CLIENT code along with his name on the reverse of any instrument through which he makes the payment to the MEMBER.

Client further understands and agrees that the Client shall prepare Demand Draft/ Pay Order out of his own funds and agrees to provide Banker Certificate and/or source of the funds in case of any request made by the MEMBER. However, the acceptance of pay order/demand draft will be on sole discretion of member based on the satisfactory explanation received from the client regarding the source of funds. Member may refuse to accept the Pay Order / Demand Draft, and the Client is liable to accept the decision.

Margin in the form of Securities:

The CLIENT may place margin with the MEMBER in form of securities as approved by the MEMBER. Such securities may at the discretion of the MEMBER be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER.

The CLIENT may place / deposit only those securities, which are acceptable to the MEMBER. If at any time, a particular security ceases to be on the list of approved securities, the CLIENT shall provide such other margins as may be required in place of such security.

The CLIENT agrees and authorises the MEMBER to determine the market value of securities placed as Margin after applying a haircut that the MEMBER deems appropriate. The CLIENT'S positions are valued at the latest market price available ('marked to market') on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.

Liquidation of Positions:

The CLIENT confirms that the MEMBER has a sole discretion to prescribe the payment of Margin in the form of cash instead of securities. The CLIENT accepts to comply with the MEMBER'S right of payment of Margin in the form of cash immediately falling which the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses/profit that may occur due to such square off/sale shall be borne by/paid to the CLIENT, and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

3. EXECUTION OF ORDERS

The CLIENT is aware that the Electronic Trading System either at the Exchange or in the MEMBER'S office is vulnerable to disruptions, breakdown or failures, in the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, the CLIENT may not be able to execute the desired transactions. In such an event the MEMBER does not accept responsibility for the losses, costs, expenses or damages that may be incurred by the CLIENT due to such eventualities beyond the control of the MEMBER.

4. MEMBER CLIENT COMMUNICATION

(a) The Client agrees and accepts that transmission of document/records/data and information including but not

limited to contract notes (including digital contract notes, and other electronic documents) through ordinary post, UCP, Courier/speed post/registered post /electronic mail i.e., email / electronic mail attachment/ download available from website or fax to his last known business and/or residential address and/or E-mail address and/or fax no. or by SMS shall be deemed to have been properly delivered or served even if such communication is returned as unclaimed/ refused/ undelivered.

(b) The client agrees that the MEMBER will not be responsible for the non-receipt of the trade confirmation/contract notes or any other date/information due to any change in the address/E-mail address or mobile number, etc. not intimated to the trading MEMBER in writing. The client also understands that he will have to download the data / information within 365 Days of the trading date and the MEMBER shall be at liberty to delete old data that is to say data more than 365 old from the web server without any notice.

5.MISCELLANEOUS PROVISIONS:

(a)TAPE RECORDING OF CONVERSATION:

The CLIENT is aware that the MEMBER can tape-record the conversations between the CLIENT'S representative and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. Such recordings may be relied upon by the MEMBER as and when required to resolve disputes in connection with the trading transactions and may be given to concerned authorities as required by any law prevailing.

(b)ASSIGNMENT:

The CLIENT confirms and agrees that CLIENT shall not assign or transfer all or any of its rights or obligations.

(c)SEVERABILITY:

The CLIENT confirms and agrees that in case anyone or more of the terms and conditions confirmed by the CLIENT becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired thereto.

(d)CONFIDENTIALITY OF CLIENT ACCOUNT DETAILS:

Client Account details, especially relating to the trade information shall be kept confidential and shall not be disclosed to any person / authority except as required under authority of Law. SMPL may part with such details without prior reference or intimation to the Client when the same is required under authority of Law. The Client, however, understands and agrees that SMPL may share details of the Client with its own group companies/branches/sub broker.

(e)DECLARATION FROM THE CLIENT:

Client declares that:

(i)He/She/It shall not give any third party cheques or shares in discharge of its settlement obligations.

(ii)He/She/It will not indulge in any fraudulent and/or unfair trade practices including but not limited to trades such as structured deals, circular trading in the capital market and Derivative segments. If the client found to be involved in such type of activities then onus of bearing legal and other penalties will be on the client.

(iii)Any change / addition / deletion in Bank account details, demat account details, permanent / correspondence address, telephone / mobile number and e-mail id if any to be notified to the MEMBER, 15 (fifteen) days in advance either through e-mail or hard copy as per format prescribed by the MEMBER from time to time.

(f)CLIENT NOT TO ACT ON REPRESENTATIONS OF AGENTS, EMPLOYEES:

Client is aware that SMPL has not authorized any agents, representatives, employees or other persons to make any representation, or to give any promise, assurance, warranty, undertaking or commitment as to return on investment of the Client whether in writing or otherwise on behalf of SMPL. SMPL has not authorized any persons to hold out any promise, representation, assurance, undertaking, commitment etc. as to return or profit on investment and that SMPL excludes all and any liability for loss accruing to the Client by reason of the Client acting in reliance of such promise or representation etc.

(g)Unregistered Bank / Demat Accounts:

The Client understands and undertakes that he/she/it will give the funds and securities from only his/her/it own bank

and own demat account respectively to honor pay-in obligations. Client is aware that SMPL will not accept any Fund to / from and Securities to/from unregistered accounts i.e. not intimated to SMPL with proof of the same. In case of Multiple bank and/or demat account of the client from funds / securities to be given to SMPL then it shall be first registered with the SMPL by giving written request along with necessary documentary proof of the same.

(h) Use of CLIENT-ID and Password:

The CLIENT agrees that it will be the sole authorized user of the Username, Password/s, or other identification or security code (by whatever name called) to be given to it by the MEMBER to access MEMBER's system, or service through MEMBER's website, over the telephone or in such other manner as may be permitted by the MEMBER for availing of the service. The CLIENT accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, or other security code(s) as issued by the MEMBER to the CLIENT from time to time (hereinafter referred to as "Security codes") as well as for all orders and information changes entered into the CLIENT's account using such security codes.

The CLIENT shall ensure that such security code(s) is/are not to be revealed to any third party or recorded in any written or electronic form. If the CLIENT forgets the security code(s), a request for change of such Security code(s) should be sent to the MEMBER in writing. On receipt of such a request, the MEMBER shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the CLIENT which shall be communicated to the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s).

Client's Signature: **xx** A.3.

Client's Name : _____

For SAMARTH MERCANTILE PVT. LTD.

Authorised Signatory

Witness

Witness

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RUNNING ACCOUNT AUTHORIZATION
Voluntary Document - III

Date:-

To,
The Manager,
SAMARTH MERCANTILE PVT. LTD.
H-20, APMC Market I, Phase II, Sector 19,
Vashi, Navi Mumbai - 400 703.

Dear Sir,

I/We hereby authorize you to maintain a Running Account with the following objectives:

1. I/we request you to keep my/our funds/ commodities payout/ given in advance/ given for Margin purpose/given as security deposit with you only and without insisting me/ us for taking payment/ delivery within 1 working day of the pay-out received from the exchange. I/ we will specifically request you for the release of funds/ commodities and till that time I/we authorize you to retain the funds/ commodities with you. I/ we also hereby request you to do inter segment/inter exchange transfer of excess balances lying in my/our NCDEX/MCX accounts maintained with you.
2. Actual settlement of funds and commodities shall be done at least once in a
 Month Quarter
3. In case I/we have any open position on the settlement date, you have the right to retain requisite funds to meet the maximum likely margin obligations for the next three trading days.
4. I/we reserve the right to revoke this authorization at any time.
5. In spite of this authorization, I/we shall retain the right to withdraw funds / commodities at any time after submitting a formal request for the same.
6. I/we also undertake to bring any dispute arising from the statement of account or settlement so made preferably within 7 working days from the date of receipt of funds / commodities or statement, as the case may be.

Yours Faithfully,

Client's Signature: **A.5.**
XX _____

Client Name _____

Date : _____

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To,
The Manager,
SAMARTH MERCANTILE PVT. LTD.
H-20, APMC Market I, Phase II, Sector 19,
Vashi, Navi Mumbai - 400 703.

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

Dear Sir,

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

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

I/We undertake to inform you and keep you informed if I/any of our Partners/Directors/ Karta /Trustee or any of the partnership firms/companies/HUFs/ trusts in which I or any of above such person is a Partner/Director/Karta/ Trustee, takes or holds any positions in any commodity forward contract/commodity derivatives on NCDEX/MCX/NSEL through you or through any other member(s) of NCDEX, /MCX to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX / MCX as modified from time to time.

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

Your's faithfully

Client's Signature: **A.6.**
XX _____

Client Name _____

Date : _____

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REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND EMAIL ADDRESS FOR NCDEX & MCX ALERTS
Voluntary Document - V

To,

The Compliance Officer
SAMARTH MERCANTILE PVT. LTD.
NCDEX Member ID: 00285
MCX Member ID: 29940
H-20, APMC Market I,
Phase II, Sector 19, Vashi,
Navi Mumbai - 400 703.

We/I having unique client code _____ are/ am aware that National Commodity & Derivatives Exchange Ltd (NCDEX)/ Multi Commodity Exchange Of India Ltd. (MCX) provides SMS/email alerts to the constituents (clients) of its member for trades executed on its platform. We/I hereby provide and confirm my/ our mobile number and/or email address as stated below for the purpose of receipt of SMS/email alerts. I/ We are aware that exchange has to provide the trade details through SMS/ E-mail alerts for my convenience at my request only. We are also aware that this is an additional facility Provided by the exchange and we shall not solely rely or use such data for any purpose and exchange shall not liable for any direct or indirect loss of any nature because of providing this additional facility.

- I want to receive transaction alerts in SMS as well as Email from NCDEX / MCX
- I want to receive transaction alerts only in SMS from NCDEX / MCX
- I want to receive transaction alerts only in Email from NCDEX / MCX
- I do not want to receive any transaction alerts from NCDEX / MCX
specify reason* _____

The alerts should be sent on:

Mobile number (enter 10 digit mobile no):

Email Id:

We/I agree to the terms and condition specified by the Exchange in its circular no. NCDEX/COMPLIANCE-007/2012/093 dated March 19, 2012 and as per MCX circular no. MCX / T&S / 165 / 2012' dated April 26, 2012 as modified from time to time. We/I are/am aware that the receipt of SMS/Email alerts on the above mobile number and/or email address can be stopped only on our/my written request.

Yours faithfully,

Client's Signature: **A.7.**
XX _____

Client Name : _____

UCC : _____ PAN No. _____

Date : _____

Place: _____

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APPENDIX-A : ELECTRONIC CONTRACT NOTE (ECN) — DECLARATION (VOLUNTARY)

To,

The Compliance Officer
SAMARTH MERCANTILE PVT. LTD.
NCDEX Member ID: 00285 | MCX Member ID: 29940
H-20, APMC Market I,
Phase II, Sector 19, Vashi,
Navi Mumbai - 400 703.

Dear Sir,

I, _____ a client with Member M/s. Samarth Mercantile Pvt. Ltd.
(Member of NCDEX, MCX, NMCE, ACE) undertake as follows:

- I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.
- I am aware that the Member has to provide electronic contract note for my convenience on my request only.
- Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
- I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
- My email Id is _____
This has been created by me and not by someone else.
- I am aware that this declaration form should be in English or English and any other Indian language known to me.
- This declaration is valid till 31st March _____ (yyyy)

(The above declaration has been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same)
(The above lines must be reproduced in own handwriting of the client.)

Client Name: _____

Unique Client Code: _____ PAN _____

Address: _____

Client's Signature: ^{A.8.} ~~xx~~ _____

Date: _____

Place : _____

For Office use only:
Client's signature verified by
Signature _____
Date: _____

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To,

Date: _____

SAMARTH MERCANTILE PVT. LTD.

H-20, APMC Market I, Phase II, Sector 19,

Vashi, Navi Mumbai - 400 703.

Dear Sir,

I refer to the trading account opened / being opened with you in the name of

_____ and declare and authorized you as under.

I recognize that beneficiary account cannot be opened with a depository participant in the name of HUF as per regulations. To facilitate the operation of the trading account with you and for the purpose of completing the obligation to transfer the commodities pursuant to the trading operations, I authorize you to recognize the account no. _____ opened in the name of the undersigned who is Karta of the HUF.

I agree that the obligation for commodities purchased and/or sold by the HUF will be handled and completed through transfers to/from the above mentioned account. I recognize and accept transfers made by you to the account as complete discharge of obligations by you in respect of trades executed in the above trading account of the HUF.

Further I, the undersigned, am the Karta of the HUF and am solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the HUF and I will be personally liable to you for all the obligations that the HUF may incur in the course of dealings with you and undertake to personally discharge such liabilities.

Yours faithfully,

A.9.

Client's Signature with Rubber Stamp

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FORMAT OF CO-PARTNER DECLARATION BY THE HUF (ON LETTERHEAD)

To,
 SAMARTH MERCANTILE PVT. LTD.
 H-20, APMC Market I, Phase II, Sector 19,
 Vashi, Navi Mumbai - 400 703.

Dear Sir,

I hereby request you to open our trading account with you, for our HUF. Being Karta of my family, I hereby declare that following is the list of family members in our HUF, as on date of Application,

Sr. No.	Name of Family Members	Relations	Date of Birth	PAN No.

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date of making this application to open new trading account.

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that I will immediately intimate any death/s or birth/s in the family as it changes the constitution of the HUF

Yours faithfully,

Client's Signature: **A.10.**
 _____

Client Name _____

Date : _____

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To,

Date: _____

SAMARTH MERCANTILE PVT. LTD.
H-20, APMC Market I, Phase II, Sector 19,
Vashi, Navi Mumbai - 400 703.

Dear Sir,

We refer to the trading account opened / being opened with you in the name of _____
_____ and declare and authorized you as under.

We recognise that a beneficiary account can not be opened with a depository participant in the name of Partnership Firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the obligation to transfer the commodities pursuant to the trading operations, We authorize you to recognise the beneficiary account no. _____ with depository _____ opened as a joint account in the names of the partners of the Firm.

We agree that the obligation for commodities purchased and/or sold by the Firm will be handled and completed through transfers to/from the above mentioned account. We recognise 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.

We hereby authorize Mr./Ms. _____ partner(s) in the firm to execute/sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the agreement and engage in business with SAMARTH MERCANTILE PVT. LTD. and to sign, execute and deliver orders, instruction letters, notes, contract, forms and such other documents as may be considered necessary from time to time and to take such actions and do all such things, as may be deemed prudent, necessary and expedient for giving effect to the above undertaking from time to time.

Only the bank account(s) of Partnership Firm will be used to make payment in favour of SAMARTH MERCANTILE PVT. LTD. for credit to commodities trading account of the firm with SAMARTH MERCANTILE PVT. LTD..

Sr. No.	Name of Partner	Signature

Yours faithfully,

A.11.

Client's Signature with Rubber Stamp

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FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUST (ON LETTERHEAD)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS / TRUSTEES OF _____ IN ITS MEETING HELD AT ITS REGISTERED OFFICE AT _____ ON _____ DAY OF _____ 20_____.

“RESOLVED THAT the Company / Trust be registered as CLIENT with M/s. SAMARTH MERCANTILE PVT. LTD. Member of the Multi Commodity Exchange of India Ltd. (MCX), National Commodity & Derivatives Exchange Ltd.(NCDEX)" to deal in commodities" and the said Member be and is hereby authorised to honor instructions oral or written, given on behalf of the Company / Trust by any of the under noted authorized signatories along with their specimen signatures:-

Sr. No.	Name	Designation	Specimen Signature
1.			
2.			
3.			
4.			

Who are (Severally/Jointly) authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise deal with/through M/s. SAMARTH MERCANTILE PVT. LTD. on behalf of the Company / Trust in various contracts allowed to be traded on above mentioned exchanges.

RESOLVED FURTHER THAT _____ and / or _____, Director / Trustees of the Company / Trust be and are hereby (Severally/ Jointly) authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deals as may be deemed necessary or expedient to give effect to this resolution.

AND RESOLVED FURTHER THAT the Common seal of the company be affixed, wherever necessary, in the presence of any Directors or of any some directors and company secretary, who shall sign the same in token of their presence.



For A.12. _____

Chairman / Company Secretary / Trustees

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To,
SAMARTH MERCANTILE PVT. LTD.
H-20, APMC Market I, Phase II, Sector 19,
Vashi, Navi Mumbai - 400 703.

Dear Sir,

I/We hereby acknowledge that I / We received physical copy of KYC, Guidance Note, RDD & Rights and Obligations of Members, Authorised Members & Clients for Commodity Derivative / Commodity Spot Segment of MCX / NCDEX from Samarth Mercantile Pvt. Ltd.

I/We hereby also declare that I/We read and understood the full set of all above mentioned documents.

Yours truly,

Client Signature

Client Name :

x x
