

# MEHTA



REWARDING RELATIONSHIPS

Equity

Research

Derivatives

Commodities

Currency

Mutual Fund

IPO

## CLIENT REGISTRATION FORM

Client Name \_\_\_\_\_

PAN No. 

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Client Code \_\_\_\_\_ Branch \_\_\_\_\_

Dealer Name \_\_\_\_\_ Brokerage Scheme \_\_\_\_\_

Ref. No. / Sr. No. \_\_\_\_\_ Date \_\_\_\_\_

Corporate  
Advisory

Broking

Wealth  
Management

Real  
Estate

## MEHTA EQUITIES LTD.

-: CORPORATE MEMBER :-

Multi Commodity Exchange of India Limited (MCX)

National Commodity & Derivatives Exchange Limited (NCDEX)

Indian Commodity Exchange Limited (ICEX)

## DETAILS OF THE TRADING MEMBER

Name of the Stock Broker / Trading Member / Clearing Member :- **Mehta Equities Ltd.**

**Registered Office / Correspondence Address :**

903, Lodha Supremus, Dr. E. Moses Road,  
Worli Naka, Mumbai - 400 018.

Tel.: 91-22-6150 7100

Fax: 91-22-6150 7102

Email : [info@mehtagroup.in](mailto:info@mehtagroup.in)

Website : [www.mehtagroup.in](http://www.mehtagroup.in)

**Administrative Office Address :**

L. M. Tower, 3rd Floor, 27/20, Adarsh Society,  
Near ITI Circle, New Power House Road,  
Jodhpur - 324 003.

Tel.: 0291 - 5150903 / 915

Email : [info@mehtagroup.in](mailto:info@mehtagroup.in)

**Director**

**Mr. Prashant Bhansali**

E-mail: [prasant@mehtagroup.in](mailto:prasant@mehtagroup.in)

Tel.: +91 - 22 - 6150 7100

**Compliance Officer**

**Ms. Reema Shah**

E-mail: [compliance@mehtagroup.in](mailto:compliance@mehtagroup.in)

Tel.: +91 - 22 - 6150 7180

For any grievance/dispute please contact [Mehta Equities Ltd.](http://Mehta Equities Ltd.) at the above address and email id [grievance@mehtagroup.in](mailto:grievance@mehtagroup.in) and Phone no. 022- 6150 7100. In case not satisfied with the response, please contact the concerned exchange.

Exchange	E-mail ID	Tel. No.
MCX	<a href="mailto:grievance@mcxindia.com">grievance@mcxindia.com</a>	022-6649 4070
NCDEX	<a href="mailto:ig@ncdex.com">ig@ncdex.com</a>	022-6640 6084
ICEX	<a href="mailto:grievance@icex.com">grievance@icex.com</a>	022-4038 1546

Name of Exchange	Segment	Membership No.	SEBI Registration No.
Multi Commodity Exchange of India Limited(MCX)	Commodity	28010	INZ000175334
National Commodity & Derivatives Exchange Limited (NCDEX)	Commodity	0494	INZ000175334
Indian Commodity Exchange Limited (ICEX)	Commodity	2020	INZ000175334

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters / Partners / Karta / Trustees and Whole Time Directors and persons authorised to deal in securities 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 foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/ PIO Card/ OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

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

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

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

(\*Documents having an expiry date should be valid on the date of submission.)

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

### D. Exemptions/clarifications to PAN

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

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

### E. List of people authorized to attest the documents:

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

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

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

## Instructions/Checklist to the Applicants (BOs) for Account Opening

### 1. Additional documents in case of trading in Derivatives segment - Illustrative List







The Client is required to give any one of the following document as financial proof.

#### List of Illustrative documents:

- Copy of ITR Acknowledgment
- Copy of Holding statement of de-mat account
- In case of salary income - Salary Slip, Copy of Form 16
- Net-worth certificate
- Bank account statement for last 6 months
- Copy of Holding statement of de-mat account
- Any other relevant documents substantiating ownership of assets
- Self declaration along with relevant supporting

\* In respect of other Client, document as per risk management policy of the Stock Broker need to be provided by the Client from the time to time.

2. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.
3. Signatures should be preferably in black ink.
4. Details of the Names, Addresses, Telephone Number(s) etc. of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be available in case of attestation done by any of them.
5. **For individuals:**
  - a. In case of non-resident clients, employees at the stock broker's local office, (subject to NRI Client's availability in India), and/or Overseas office can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides is to be submitted.
6. **For non-individuals:**
  - a. Form needs to be initialed by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures is required.
7. In case of additional signatures (for accounts other than individuals), separate annexure should be attached to the account opening form.
8. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
9. Demat master or recent holding statement issued by DP bearing name of the client to be submitted.
10. All correspondence / queries shall be addressed to the first / sole applicant.
11. Strike off whichever option, in the account opening form, is not applicable.

<b>Notes: Below mentioned Symbols denote various signatures approximately</b>		
	Client -1 <sup>st</sup> Holder	- 19 Signature
	2 <sup>nd</sup> Holder	- 3 Signature
	Non-Individual	- 18 Signature
	MEL authorized	- 4 Signature
	Introducer	- 1 Signature
	Guardian	- 1 Signature



## INDEX

Sr. No.	Name of the Document	Brief Significance of the Document	Pg. No.
<b>MANDATORY FORM AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	KYC Form	A. KYC form - Document captures the basic information about the constituent and an instruction/checklist (To be filled by customer) B. Document captures the additional information for Trading and Demat Account.	1 - 10
2.	Risk Disclosure Document (RDD)	Document detailing Risks associated with dealing in the securities market.	11 - 13
3.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/ trading member, Authorised Person and client for trading on exchanges.	14 - 20
4.	Internet & wireless technology based trading facility	Rights and Obligations in respect of internet and wireless technology based trading facility.	21
5.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	22 - 23
6.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the commodities exchange(s)	24
<b>VOLUNTARY</b>			
1.	ECN Declaration	Declaration to receive contract note through mail instead of receive through hard copy.	25
2.	Consent to Receive SMS Alerts	Consent form for registration & verification of mobile number and email address for receiving trade alerts through SMS and / or E-mail	26
3.	Declaration for Open Position	Client declaration for open position in commodities contract.	27
4.	Running Account Authorization	An authority given by the client to member to hold his securities and funds payout beyond statutory time limit for operational convenience.	27
5.	Declaration of HUF	Client declaration of its HUF	28





**ADDITIONAL DETAILS FOR CENTRAL KYC REGISTRY | Individual**
**Important Instructions:**

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


**For office use only**
*(To be filled by financial institution)*

 Application Type\*  New  Update

 KYC Number  (Mandatory for KYC update request)

 Account Type\*  Normal  Simplified (for low risk customers)  Small

 **1. PERSONAL DETAILS**

 Maiden Name (If any\*) 

 Mother Name\* 
 **2. TICK IF APPLICABLE**  RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA

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

 ISO 3166 Country Code of Jurisdiction of Residence\* 

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

 Place / City of Birth\* 

 ISO 3166 Country Code of Birth\* 
 **3. PROOF OF IDENTITY (PoI)\***
*(Certified copy of any one of the following Proof of Identity[PoI] needs to be submitted)*
 A- Passport Number

Passport Expiry Date

 -  - 
 B- Voter ID Card

 C- PAN Card

 D- Driving Licence

Driving Licence Expiry Date

 -  - 
 E- UID (Aadhaar)

 F- NREGA Job Card

 Z- Others (any document notified by the central government)

Identification Number

 S- Simplified Measures Account - Document Type code

Identification Number

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

 Same as Current / Permanent / Overseas Address details

 Same as Correspondence / Local Address details

 Line 1\* 

 Line 2 

 Line 3 

 City / Town / Village\* 

 State\* 

 ZIP / Post Code\* 

 ISO 3166 Country Code\* 
 **5. DETAILS OF RELATED PERSON**
 Addition of Related Person

 Deletion of Related Person

 KYC Number of Related Person (if available\*) 

Related Person Type\*

 Guardian of Minor

 Assignee

 Authorized Representative

Prefix

First Name

Middle Name

Last Name

 Name\* 
*(If KYC number and name are provided, below details of section 6 are optional)*
**PROOF OF IDENTITY [PoI] OF RELATED PERSON\***
 A- Passport Number

Passport Expiry Date

 -  - 
 B- Voter ID Card

 C- PAN Card

 D- Driving Licence

Driving Licence Expiry Date

 -  - 
 E- UID (Aadhaar)

 F- NREGA Job Card

 Z- Others (any document notified by the central government)

Identification Number

 S- Simplified Measures Account - Document Type code

Identification Number

 **6. APPLICANT DECLARATION**

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

 Date  -  -  Place:





ADDITIONAL DETAILS FOR CENTRAL KYC REGISTRY | Individual

Important Instructions:

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



**For office use only** (To be filled by financial institution)

Application Type\*  New  Update

KYC Number  (Mandatory for KYC update request)

Account Type\*  Normal  Simplified (for low risk customers)  Small

1. PERSONAL DETAILS

Maiden Name (If any\*)

Mother Name\*

2. TICK IF APPLICABLE  RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA

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

ISO 3166 Country Code of Jurisdiction of Residence\*

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

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

3. PROOF OF IDENTITY (PoI)\*

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

A- Passport Number  Passport Expiry Date  -  -

B- Voter ID Card

C- PAN Card

D- Driving Licence  Driving Licence Expiry Date  -  -

E- UID (Aadhaar)

F- NREGA Job Card

Z- Others (any document notified by the central government)  Identification Number

S- Simplified Measures Account - Document Type code  Identification Number

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

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

Line 1\*

Line 2

Line 3  City / Town / Village\*

State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

5. DETAILS OF RELATED PERSON

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

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Name\* Prefix  First Name  Middle Name  Last Name

(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON\*

A- Passport Number  Passport Expiry Date  -  -

B- Voter ID Card

C- PAN Card

D- Driving Licence  Driving Licence Expiry Date  -  -

E- UID (Aadhaar)

F- NREGA Job Card

Z- Others (any document notified by the central government)  Identification Number

S- Simplified Measures Account - Document Type code  Identification Number

6. APPLICANT DECLARATION

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

Date  -  -  Place:

✓ 3/3

Signature / Thumb Impression of Applicant





DETAILS OF PROMOTERS / PARTNERS / KARTA / TRUSTEES AND WHOLE TIME DIRECTORS FORMING A PART OF KNOW YOUR CLIENT (KYC) APPLICATION FORM for NON-INDIVIDUALS

Name of Applicant \_\_\_\_\_ PAN of the Applicant : ( \_\_\_\_\_ )

Sr. No.	PAN	NAME	DIN (for Directors) / Aadhar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	PHOTOGRAPH
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	☞ 2a
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	☞ 2b
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	☞ 2c
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	☞ 2d
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	☞ 2e



PEP : Politically Exposed Person  
RPEP : Relative to Politically Exposed Person

**Mehta Equities Ltd.**

☞ 2/15

Name & Signature of the Authorised Signatory(ies)

Date : 

d	/	m	/	y	y
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## OTHER DETAILS

<b>Gross Annual Income details</b>	<b>Income range per annum</b> <input type="checkbox"/> Up to Rs. 1,00,000/- <input type="checkbox"/> Rs. 1,00,000/- to Rs. 5,00,000/- <input type="checkbox"/> Rs. 5,00,000/- to Rs. 10,00,000/- <input type="checkbox"/> Rs. 10,00,000/- to Rs. 25,00,000/- <input type="checkbox"/> Rs. 25,00,000 to Rs. 1,00,00,000/- <input type="checkbox"/> More than Rs.1,00,00,000/-
Net worth as on Date: _____ Rs. _____ (Net worth should not be older than 1 year)	
<b>Occupation</b>	<input type="checkbox"/> Private / Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Specify) _____
<b>Please tick, if applicable</b>	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (RPEP) <input type="checkbox"/> Not Applicable
<b>Any other information</b>	

## BANK ACCOUNT(S) DETAILS

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.

## DEPOSITORY ACCOUNT(S) 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.

## 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 Commodity Exchange	Date of Consent for trading on concerned Exchange	Signature of the Client
1.	Multi Commodity Exchange of India Ltd. (MCX)		4/19    3/18
2.	National Commodity & Derivatives Exchange Ltd. (NCDEX)		5/19    4/18
3.	Indian Commodity Exchange Ltd. (ICEX)		6/19    5/18

(# if, in future, the client wants to trade on any other Exchange, separate consent letter is required to be obtained from the client by the Member and to be enclosed with this document".)

Whether you wish to avail of the facility of Internet trading / Wireless technology    EXE    BROWSER :    YES    NO

## INVESTMENT / TRADING EXPERIENCE

No prior Experience \_\_\_\_ Years in Commodities \_\_\_\_ Years in Derivatives

\_\_\_\_ Years in other Investment related fields

## GST REGISTRATION (As applicable, State wise)

GST									
Registration No.									
Registration Date	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		
Name of the State									

## PAST REGULATORY ACTIONS

Details of any action / proceedings initiated / pending / taken by FMC / SEBI / Stock exchange / Commodity of Exchange / any other authority against the client or its Partners/Promoters / Whole time Directors / Authorised person in charge during the last 3 years.

## INTRODUCER DETAILS (Optional)

**Name of the Introducer:** \_\_\_\_\_  
(Surname) (Name) (Middle Name)

Status of the Introducer:  Authorized Person  Existing Client  Others, please specify \_\_\_\_\_

Address and phone no. \_\_\_\_\_  
of the Introducer: \_\_\_\_\_

Signature of the Introducer : 

I
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<sup>1/1</sup> \_\_\_\_\_

## DEALING THROUGH OTHER MEMBERS

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

Member's / AP's Name: \_\_\_\_\_

Exchange: \_\_\_\_\_ Exchange's Registration number: \_\_\_\_\_

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

Registered office address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Client Code: \_\_\_\_\_ Details of disputes/dues pending from/to such Member/AP: \_\_\_\_\_

## ADDITIONAL DETAILS

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

Yes       No : If yes then fill ECN Declaration given in page no. 34

## NOMINATION DETAILS (only for Individuals)

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

Name of the Nominee: \_\_\_\_\_ Relationship with the Nominee: \_\_\_\_\_

PAN of Nominee: \_\_\_\_\_ Date of Birth of Nominee: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ and phone no. of the Nominee: \_\_\_\_\_

### If Nominee is a minor, details of guardian:

Name of guardian: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ and phone no. of Guardian: \_\_\_\_\_

Signature of guardian  <sub>1/1</sub> \_\_\_\_\_

### Witness Details: (Mandatory if client has made nomination)

1) Name of Witness: \_\_\_\_\_

Address \_\_\_\_\_

Signature of witness \_\_\_\_\_

2) Name of Witness: \_\_\_\_\_

Address \_\_\_\_\_

Signature of witness \_\_\_\_\_

## DECLARATION

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

Place : \_\_\_\_\_



Date : \_\_\_\_\_

Signature of Client / (all) Authorized Signatory (ies)\*

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

**FOR OFFICE USE ONLY**

**UCC Code allotted to the Client:** \_\_\_\_\_

	<b>Documents verified with Originals</b>
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** \_\_\_\_\_

 4/4

\_\_\_\_\_  
**Signature of the Authorised Signatory**  
**Seal/Stamp of the Member**

**Mehta Equities Limited**Mehta Group, 903, Lodha Supremus, Dr. E. Moses Road,  
Worli Naka, Mumbai - 400 018.

CLIENT ID

**ACCOUNT OPENING FORM FOR COMMODITY ACCOUNT****FOR INDIVIDUALS**

APPLICATION FORM NO.*	DATE*	D	D	M	M	Y	Y	Y	Y
RP INTERNAL REFERENCE NO.*									

(To be filled by the applicant in **BLOCK LETTERS** in English)

I request you to open a Commodity Repository account in my name as per following details:-

**HOLDER DETAILS**

NAME*	
GENDER*	Male Female
MARITAL STATUS*	Single Married
NATIONALITY*	Indian Others

CORRESPONDENCE ADDRESS *									
--------------------------	--	--	--	--	--	--	--	--	--

CITY*	DISTRICT*	PIN CODE*
STATE*	COUNTRY*	CENSUS

STD1*	TEL NO. 1*	AADHAR No.*
STD2	TEL NO. 2	
ISD1*	MOBILE No 1*	PAN*
ISD2	MOBILE No 2	
FAX No.		DOB*

EMAIL ID 1*:
EMAIL ID 2:
EMAIL ID 3:

SAME AS PERMANENT ADDRESS									
CORRESPONDENCE ADDRESS *									

CITY*	DISTRICT*	PIN CODE*
STATE*	COUNTRY*	CENSUS

STD1*	TEL NO. 1*	AADHAR No.*
STD2	TEL NO. 2	
ISD1*	MOBILE No 1*	PAN*
ISD2	MOBILE No 2	
FAX No.		DOB*

EMAIL ID 1*:
EMAIL ID 2:
EMAIL ID 3:

**Disclaimer:**

Any change to be informed to Repository Participant within 7 days

I instruct the RP to receive each and every credit in my account. (If not marked, the default option would be 'Yes')	[Automatic Credit] Yes No
I would like to instruct the RP to accept all the pledge instructions in my account without any other further instruction from my end. (If not marked, the default option would be 'No')	Yes No
Account Statement Requirement* (If not marked, the default option would be 'Electronic' and statement frequency would be 'Quarterly')	Statement Type: Physical Electronic Statement Frequency: Monthly Quarterly Half Yearly Annually
I request you to send electronic transaction-cum-holding statement at the email id provided above	

PROOF OF IDENTITY TO BE PROVIDED BY APPLICANT. PLEASE SUBMIT ANY ONE OF THE FOLLOWING DOCUMENTS & TICK (✓) AGAINST THE DOCUMENT ATTACHED. PAN AADHAR PASSPORT VOTER ID DRIVING LICENCE
---

PROOF OF ADDRESS TO BE PROVIDED BY APPLICANT. PLEASE SUBMIT ANY ONE OF THE FOLLOWING DOCUMENTS & TICK (✓) AGAINST THE DOCUMENT ATTACHED. PASSPORT RATION CARD REGISTERED LEASED/SALE AGREEMENT OF RESIDENCE DRIVING LICENCE VOTER ID *LATEST BANK ACCOUNT STATEMENT / PASSBOOK *LATEST TELEPHONE BILL (ONLY LAND LINE) *LATEST ELECTRICITY BILL *LATEST GASS BILL *OTHER (Please specify) _____ * Not more than 3 Months old.
---

<b>BANK DETAILS:</b>									
BANK CODE *(9 DIGIT MICR CODE)									
IFS CODE *(11 CHARACTERS)									
ACCOUNT NUMBER*									
ACCOUNT TYPE*	Saving	Current	Overdraft						
BANK NAME*									
BRANCH NAME									
BANK BRANCH ADDRESS									
CITY	STATE	PIN CODE							

Gross Annual Income Details*	<b>Income Range per annum:</b>		
	Up to Rs.1,00,000 Rs 10,00,000 to Rs 25,00,000	Rs 1,00,000 to Rs 5,00,000 Rs 25,00,000 Rs 10,00,000	Rs 5,00,000 to 10,00,000 More than Rs 10,00,000



Occupation	Private / Public Sector	Govt. Service	Business	Professional	Agriculture
	Retired	Housewife	Student	Others (Specify) _____	
Please tick, if applicable:	Politically Exposed Person (PEP)		Related to Politically Exposed Person (RPEP)		
Any other information:					

Details of Authorized Representative for Deposit / Withdrawal*	
Authorized Representative Name (Optional)	Aadhar No.
Or - Anyone else (To mark if opted to keep any other person not specified above)	
(If anyone else is not marked and specific person/s field is blank, the default option would be 'self')	


**DECLARATION**

I have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the Bye Laws of CCRL as are in force from time to time. I declare that the particulars given by me above are true and to the best of my knowledge as on the date of making this application. I agree and undertake to intimate the RP any change(s) in the details / Particulars mentioned by me in this form. I further agree that any false / misleading information given by me or suppression of any material information will render my account liable for termination and suitable action.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Name*</b>	
<b>Signature*</b>	

 8/19



*(Signatures should be preferably in blue ink)*

= = = = = (Please Tear Here) = = = = =

**Acknowledgement Receipt**

Application No.: \_\_\_\_\_

Date: \_\_\_\_\_

We hereby acknowledge the receipt of the Account Opening Application Form:

Name : \_\_\_\_\_

**Repository Participant Seal and Signature**



## ACCOUNT OPENING FORM FOR COMMODITY ACCOUNT

## FOR NON-INDIVIDUALS

(To be filled by the Repository Participant)

APPLICATION FORM NO.*		DATE*	D	D	M	M	Y	Y	Y	Y
RP INTERNAL REFERENCE NO.*										

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a commodity account in my/ our name as per following details:-

## HOLDER DETAILS

NAME OF FIRM / COMPANY*										
-------------------------	--	--	--	--	--	--	--	--	--	--

TYPE OF ACCOUNT (Please tick whichever is applicable)

STATUS							SUB - STATUS			
PROPRIETARY CONCERN PARTNERSHIP FIRM CORPORATE BODY TRUST SOCIETY BANK FPO CLEARING MEMBER TRADING MEMBER CLEARING CORPORATE/CLEARING HOUSE PROCESSOR NBFC NGO OTHER (SPECIFY)							To be filled by the RP			
CIN NO. (If Applicable)		EXCHANGE ID (If Applicable)		CC ID (If Applicable)						
CLEARING MEMBER ID (If Applicable)		TRADING MEMBER ID (If Applicable)								
SEBI Registration No.	RBI Registration No.			Registration date	D	D	M	M	Y	Y
WDRA Registration No.	PFRDA Registration No.									
IRDA Registration No.	Others _____									
Nationality*	Indian		Others _____							

REGISTERED ADDRESS*										
CITY*		DISTRICT*		PIN CODE*						
STATE*		COUNTRY*		CENSUS						

STD1*	TEL NO. 1*												AADHAR No.*								
STD2	TEL NO. 2												PAN*								
ISD1*	MOBILE No 1*																				
ISD2	MOBILE No 2																				
FAX No.													INCORPORATION DATE	D	D	M	M	Y	Y	Y	Y

EMAIL ID 1*:										
EMAIL ID 2:										
EMAIL ID 3:										

SAME AS PERMANENT ADDRESS																					
CORRESPONDENCE ADDRESS *																					
CITY*		DISTRICT*		PIN CODE*																	
STATE*		COUNTRY*		CENSUS																	
STD1*	TEL NO. 1*												AADHAR No.*								
STD2	TEL NO. 2												PAN*								
ISD1*	MOBILE No 1*																				
ISD2	MOBILE No 2																				
FAX No.													INCORPORATION DATE	D	D	M	M	Y	Y	Y	Y
EMAIL ID 1*:																					
EMAIL ID 2:																					
EMAIL ID 3:																					

## DISCLAIMAIR:

Any change to be informed to Repository Participant within 7 days

I / We instruct the RP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	[Automatic Credit] Yes No
I / We would like to instruct the RP to accept all the pledge instructions in my / our account without any other further instruction from my / our end (If not marked, the default option would be 'No')	Yes No
Account Statement Requirement* (If not marked, the default option would be 'Electronic' and statement frequency would be 'Quarterly')	Statement Type: Physical Electronic Statement Frequency: Monthly Quarterly Half Yearly Annually
I/We request you to send electronic transaction-cum-holding statement at the email id provided above	

PROOF OF IDENTITY TO BE PROVIDED BY APPLICANT. PLEASE SUBMIT ANY ONE OF THE FOLLOWING DOCUMENTS & TICK (✓) AGAINST THE DOCUMENT ATTACHED.: PAN UID (AADHAR) ANY OTHER PROOF OF ADDRESS DOCUMENT (as listed in check list for filling KYC form) (Please specify) _____
---

PROOF OF ADDRESS TO BE PROVIDED BY APPLICANT. PLEASE SUBMIT ANY ONE OF THE FOLLOWING DOCUMENTS & TICK (✓) AGAINST THE DOCUMENT ATTACHED. *LATEST BANK ACCOUNT STATEMENT *LATEST TELEPHONE BILL (ONLY LAND LINE) *LATEST ELECTRICITY BILL *REGISTERED LEASE/SALE AGREEMENT OF OFFICE PREMISES ANY OTHER PROOF OF ADDRESS DOCUMENT (as listed in check list for filling KYC form) (Please specify) _____
--

\* Not more than 3 Months old.

**BANK DETAILS:**

BANK CODE *(9 DIGIT MICR CODE)									
IFS CODE *(11 CHARACTERS)									
ACCOUNT NUMBER*									
ACCOUNT TYPE*	Saving	Current	Overdraft						
BANK NAME*									
BRANCH NAME									
BANK BRANCH ADDRESS									
CITY	STATE	PIN CODE							

**OTHER DETAILS**

Gross Annual Income Details*	Net worth as on (Date)	D	D	M	M	Y	Y	Y	Y	Rs.
[Net worth should not be older than 1 year]										
Please tick If any of the authorized signatories / Promoters / Partners / Trustees / Whole Time Directors is either Politically Exposed Person (PEP) or Related to Politically Exposed Person (RPEP) . Please provide details as per <b>Annexure 2A</b> .										
Any other information:										

**Details of Authorized Representative for Deposit / Withdrawal\***

Authorized Representative Name (Specific person/s only)	Aadhar No.
Or - Anyone else (To mark if opted to keep any other person not specified above)	
If anyone else tick box is not marked and Specific person/s field is left blank, it will be default anyone else)	

**DECLARATION**







We have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the Bye Laws of CCRL as are in force from time to time. We declare that the particulars given by us above are true and to the best of our knowledge as on the date of making this application. We further agree that any false / misleading information given by us or suppression of any material information will render our account liable for termination and suitable action.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorised Signatory**

Details of Promoters/Sole Proprietor/Partners/Trustees and whole time directors:

Name*			
Designation*			
Pan or Aadhar Number *			
Residential /Registered Address*			
Contact No. *			
Email Id. *			
Relationship with Applicant (i.e. promoters, whole time directors etc.)*			
Signature*	 7/18	 7/18	 7/18
Photograph*	<div style="border: 1px dashed black; padding: 5px;"> <p>Please affix recent passport size photograph and sign across it</p> </div>  8/18	<div style="border: 1px dashed black; padding: 5px;"> <p>Please affix recent passport size photograph and sign across it</p> </div>  8/18	<div style="border: 1px dashed black; padding: 5px;"> <p>Please affix recent passport size photograph and sign across it</p> </div>  8/18

*(Signature should be preferably in blue ink).*

*(In case of more authorised signatories, please add annexure)*

Mode of Operation*	Singly	Jointly
--------------------	--------	---------

===== (Please Fear Here) =====

**Acknowledgement Receipt**

Application No.: \_\_\_\_\_

Date: \_\_\_\_\_

We hereby acknowledge the receipt of the Account Opening Application Form:

NAME OF FIRM / COMPANY: \_\_\_\_\_

Repository Participant Seal and Signature

**Details of Politically Exposed Persons (PEP)/ Related to Politically Exposed Person (RPEP). [For-non-individual]**

Name of holder \_\_\_\_\_ PAN of the holder \_\_\_\_\_

Sr. No.	Name of the Authorized signatories /Promoters /Partners / Trustees /Whole Time Directors	Relation with the holder (i.e. promoters, whole time directors etc)	Please tick the relevant option.
			PEP RPEP
			PEP RPEP
			PEP RPEP
			PEP RPEP
			PEP RPEP

Name & Signature of the Authorised Signatories Date \_\_\_\_/\_\_\_\_/\_\_\_\_

PEP : Politically Exposed Person

RPEP: Related to politically Exposed Person

## RIGHTS AND OBLIGATIONS BETWEEN DEPOSITOR / CLIENT AND RP

### General Clause

1. The Commodity Owner and the Repository Participant (RP) shall be bound by the Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Repositories and relevant notifications of WDRA and Government Authorities as may be in force from time to time.
2. The RP shall open/activate Client (CO) account of a commodity owner in the Repository system only after receipt of complete Account opening form, KYC and supporting documents as specified by WDRA from time to time.

### Commodity Owner information

3. The RP shall maintain all the details of the Commodity owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the Commodity owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Commodity Owner shall immediately notify the RP in writing, if there is any change in details provided in the account opening form as submitted to the RP at the time of opening the Client (CO) account or furnished to the RP from time to time.

### Fees/Charges/Tariff

5. The Commodity Owner shall pay such charges to the RP for the purpose of holding and transfer of Commodities in eNWR / eNNWR form and for availing Repository services as may be agreed to from time to time between the RP and the Commodity Owner as set out in the Tariff Sheet provided by the RP. It may be informed to the Commodity Owner that "no charges are payable for opening of Client (CO) accounts"
6. In case of Basic Services Client (CO) Accounts, the RP shall adhere to the charge as laid down under the relevant WDRA and/or Repository circulars/directions/notifications issued from time to time.
7. The RP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Commodity Owner regarding the same.
8. Deposit (eNNWR/eNWR): The Commodity Owner shall have the right to get the commodity, which have been admitted on the Repositories System, Deposit in the form of eNNWR / eNWR and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the Repositories.

### Separate Accounts

9. The RP shall open separate accounts in the name of each of the Commodity owners and Commodity of each Commodity owner shall be segregated and shall not be mixed up with the Commodity of other Commodity owners and/or RP's own Commodities held in eNNWR / eNWR form.
10. The RP shall not facilitate the Commodity Owner to create or permit any pledge and/or hypothecation or any other interest or encumbrance over all or any of such Commodities submitted for eNNWR/eNWR Generation and/or held in Client (CO) account except in the form and manner prescribed by Repositories and Bye-Laws/Operating Instructions/Business Rules of the Repositories.

### Transfer of Commodities

11. The RP shall affect transfer to and from the Client (CO) accounts of the Commodity Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Commodity Owner and the RP shall maintain the original documents and the audit trail of such authorizations.
12. The Commodity Owner reserves the right to give standing instructions with regard to the credition of Commodity in his Client (CO) account in the form of eNNWR /eNWR and the RP shall act according to such instructions.

### Statement of account

13. The RP shall provide statements of accounts to the Commodity Owner in such form and manner and at such time as agreed with the Commodity Owner and as specified by SEBI/Repository in this regard.
14. However, if there is no transaction in the Client (CO) account, or if the balance has become Nil during the year, the RP shall send one physical statement of holding annually to such COs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The RP may provide the services of issuing the statement of Client (CO) accounts in an electronic mode if the Commodity Owner so desires. The RP will furnish to the Commodity Owner the statement of Client (CO) accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the RP does not have the facility of providing the statement of Client (CO) account in the electronic mode, then the RP shall be obliged to forward the statement of Client (CO) accounts in physical form.
16. In case of Basic Services Client (CO) Accounts, the RP shall send the transaction statements as mandated by SEBI, Authority and/or Repository from time to time.

### Manner of Closure of Client (CO) account

17. The RP shall have the right to close the Client (CO) account of the Commodity Owner, for any reasons whatsoever, provided the RP has given a notice in writing of not less than thirty days to the Commodity Owner as well as to the Repository. Similarly, the Commodity Owner shall have the right to close his/her Client (CO) account held with the RP provided no charges are payable by him/her to the RP. In such an event, the Commodity Owner shall specify whether the balances in their Client (CO) account should be transferred to another Client (CO) account of the Commodity Owner held with another RP or to withdraw the Commodity (eNWR / eNNWR) balances held.

18. Based on the instructions of the Commodity Owner, the RP shall initiate the procedure for transferring such Commodity (eNWR / eNNWR) balances or withdraw such Commodity (eNWR / eNNWR) balances within a period of thirty days as per procedure specified from time to time by the Repository. Provided further, closure of Client (CO) account shall not affect the rights, liabilities and obligations of either the Commodity Owner or the RP and shall continue to bind the Parties to their satisfactory completion.

#### **Default in payment of charges**

19. In event of Commodity Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the RP to close the Client (CO) account of the Commodity Owner, the RP may charge interest at a rate as specified by the Repository from time to time for the period of such default.
20. In case the Commodity Owner has failed to make the payment of any of the amounts as provided in Clause 5 & 6 specified above, the RP after giving two days notice to the Commodity Owner shall have the right to stop processing of instructions of the Commodity Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Repository**

21. As per Warehousing (Development and Regulation) Act, 2007, without prejudice to the provisions of any other law for the time being in force, any loss caused to the Commodity owner due to the negligence of the Repository or the RP, the Repository shall indemnify such Commodity owner.
21. 1 Where the loss due to the negligence of the RP under Clause (1) above, is indemnified by the Repository, the Repository shall have the right to recover the same from such RP.

#### **Freezing/ De-freezing of accounts**

22. The Commodity Owner may exercise the right to freeze/de-freeze his/her Client (CO) account maintained with the RP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The RP or the Repository shall have the right to freeze/de-freeze the accounts of the Commodity Owners on receipt of instructions received from the Authority, any other regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

24. The RP shall redress all grievances of the Commodity Owner against the RP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

25. Commodity Owner shall, along with the account opening form, furnish to the RP, a list of officials authorized by her/him/them, who shall represent and interact on her /his/ their behalf with the RP. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the RP and the Commodity owner shall be entitled to exercise any other rights which the RP or the Commodity Owner may have under the Rules, Bye Laws and Regulations of the respective Repository in which the Client (CO) account is opened and circulars/notices issued there under or Rules and Regulations of WDRA.
27. The provisions of this document shall always be subject to Government notification, rules, regulations, guidelines and circulars/notices issued by WDRA and Rules, Regulations and Bye-laws of the relevant Repository, where the Commodity Owner maintains his/ her account, that may be in force from time to time.
28. The Commodity Owner and the RP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the Repository and that such procedure shall be applicable to any disputes between the RP and the Commodity Owner.
29. 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, Bye-laws and Regulations and circulars/notices issued there under by the Repository and /or WDRA.
30. Any changes in the rights and obligations which are specified by WDRA/Repositories shall also be brought to the notice of the Client (CO)s at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of WDRA or Bye-laws, Rules and Regulations of the relevant Repository, where the Commodity Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



## **RISK DISCLOSURE DOCUMENT**

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

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

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

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

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

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

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

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

#### **i. Risk of Higher Volatility**

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**

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

#### **vi. Risk of Rumours**

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

#### **vii. System Risk**

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

#### **viii. System/ Network Congestion**

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

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

### **Effect of "Leverage" or "Gearing":**

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

- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:**

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

### **4. General**

- i. Deposited cash and property:

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

- ii. Commission and other charges:

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

- iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3

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

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

### **Additional Risk Disclosure documents for Options Trading Risk of Option holders:**

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

### **Risks of Option Writers:**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

 11/19  10/18

**(If Partner, Corporate, or other Signatory, then attest with firm / company seal.)**



**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**  
**(as prescribed by SEBI and Commodity Exchanges)**

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
  - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
  - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-
    - i. honest market practice;
    - ii. the principle of good faith;
    - iii. the level of knowledge, experience and expertise of the Client;
    - iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
    - v. the extent of dependence of the Client on the Member.

**\*Commodity derivative contract**

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
11. A. Protection from unfair terms in financial contracts\*\*
  - a. An unfair term of a non-negotiated contract will be void.
  - b. A term is unfair if it –
    - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
    - ii. is not reasonably necessary to protect the legitimate interests of the Member.
  - c. The factors to be taken into account while determining whether a term is unfair, include –
    - i. the nature of the financial product or financial service dealt with under the financial contract;
    - ii. the extent of transparency of the term;

**\*\*contracts offered by commodity exchanges**

- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
- iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it –

- i. is expressed in reasonably plain language that is likely to be understood by the Client;
  - ii. is legible and presented clearly; and
  - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

**11. B.**

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

**11. C.**

- a. The above does not apply to a term of a financial contract if it –
  - i. defines the subject matter of the financial contract;
  - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
  - iii. is required, or expressly permitted, under any law or regulations.
- b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.

12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

**13A. Protection of personal information and confidentiality**

- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes –
  - i. name and contact information;
  - ii. biometric information, in case of individuals
  - iii. information relating to transactions in, or holdings of, financial products
  - iv. information relating to the use of financial services; or
  - v. such other information as may be specified.

**13. B.**

**a. A Member must –**

- i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
- ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
- iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
- iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
- v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.



**b. A Member may disclose personal information relating to a Client to a third party only if –**

- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
- ii. the Client has directed the disclosure to be made;
- iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
  1. informs the Client in advance that the personal information may be shared with a third party; and
  2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-

**c. “Third party” means any person other than the concerned Member, including a person belonging to the same group as the Member.**

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

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

**14.B.**

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

**MARGINS**

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered

necessary by the Member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### **TRANSACTIONS AND SETTLEMENTS**

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

#### **BROKERAGE**

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

#### **LIQUIDATION AND CLOSE OUT OF POSITION**

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

#### **DISPUTE RESOLUTION**

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

#### **29A. Suitability of advice for the Client**

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

- a. A Member must –
  - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
  - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
  - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
  - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgment from the Client.

### **30. Dealing with conflict of interest**

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

- a. A member must –
  - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
  - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
    1. its own interests and the interests of the Client; or
    2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgment of the receipt of the information should be obtained from the Client.
- c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

### **TERMINATION OF RELATIONSHIP**

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

### **ADDITIONAL RIGHTS AND OBLIGATIONS**

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and

Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement 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.
38. 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.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

**41A. Protection from unfair conduct which includes misleading conduct & abusive conduct**

- a. Unfair conduct in relation to financial products or financial services is prohibited.
- b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
  - i. misleading conduct under point 41.B
  - ii. abusive conduct under point 41.C
  - iii. such other conduct as may be specified.

**41. B.**

- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
  - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
  - ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
  - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
  - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
  - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
  - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
  - vi. the rights of the Client under any law or regulations.

**41. C.**

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



- vi. the right to switch to another financial product or another Member and
- vii. a threat to take any action, depending on the circumstances in which the threat is made.

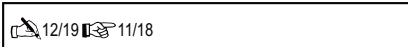
### **ELECTRONIC CONTRACT NOTES (ECN)**

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member shall retain ECN and acknowledgment of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.
- 46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
- 47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
- 48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form in place of physical contract note. This declaration will remain valid till it is revoked by the client.

### **LAW AND JURISDICTION**

- 49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
- 50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
- 52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.
- 53. All additional voluntary/non mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
- 54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
- 55. Members are required to send account statement to their clients every month in physical form.

Client Signature

 12/19 11/18



**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT**

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.**

**Additionally, the clauses mentioned herein shall also be applicable.)**

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person 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.

Client Signature

 13/19  12/18

Place : \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 4**  
**GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS**

**Do's**

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

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
  26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
  27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

### **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.



# MEHTA



## Mehta Equities Ltd.

Mehta Group, 903, Lodha Supremus, Dr. E. Moses Road,  
Worli Naka, Mumbai - 400 018.

### TARIFF SHEET FOR KYC

	MCX SEGMENT				
	Trading			Delivery	
	Minimum	Percent		Minimum	Percent
1st Side		2nd Side			
General Rates					
Special Rates					

	NCDEX SEGMENT				
	Same Day			Any Day	
	Minimum	Percent		Minimum	Percent 2nd Side
1st Side		2nd Side			
General Rates					
Special Rates					



### ICEX SEGMENT

Trading in Future	Default Brokerage
Same day square off in Futures	
Minimum per lot for Futures	
Settlement auto squaring off for Futures	
Trading in Option	
Same day square off in options	
Minimum per lot in Options	
Settlement auto square off for options	
Delivery Brokerage	

The above rates are exclusive of transaction charge, Stamp Duty, GST and Delivery Brokerage which will be charged extra at the rate prevailing from time to time.

The General rates as mentioned here shall be applied unless the special rates as may be agreed by the Authorised Person / Introducer and client and the same are mentioned here.

Name of Client: \_\_\_\_\_

Signature:  14/19  13/18 \_\_\_\_\_

Date:

To

**KYC Department**

**Mehta Equities Limited**

**903, Lodha Supremus,**

**Dr. E. Moses Road, Worli Naka,**

**Mumbai - 400018**

**Sub: - Consent for Trading in Commodity Option Contract on Commodity Derivatives**

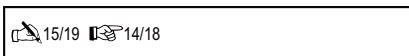
Dear Sir,

Further to my/our KYC details, I/We hereby accord my/our **consent for trading in commodity option contract** subject to regulatory requirements of the Commodity Exchanges & SEBI from time to time and undertake that I/we am/are competent in all respect to part icipate to trade in Options on Commodity Derivatives.

I/we further confirm that I/we have received a copy of **Additional Risk Disclosure Documents for Option Trading** and have read & understood the same.

I/We further consent that all my/our securities held with the 'Stock Broker' for meeting my/our trading and exposure limits and/or towards upfront/initial margins, additional margins, and/or towards the my/our settlement obligations or for meeting marked to market losses, in any segment at any Exchange shall be utilized by the Stock Broker for transfer/ with the clearing corporations/house/member or pledge with the clearing corporation/house/member/NBFC/ financial institution duly registered with the appropriate Regulatory Authorities viz. RBI, SEBI and Stock Exchanges so as to meet the margin requirements on my/our account or other similar purpose. The 'Stock Broker' shall be free to do all such acts, deeds and things as may be necessary and expedient for the above purpose.

Thanking you,



**(Signature)**

**Name :**

**Client Code:**

**Email Id :**

**Mobile No. :**

**Note: - In case of Corporate/Trust, Board Resolution is also required to this effect.**

**Electronic Contract Note [ECN] — DECLARATION  
(VOLUNTARY)**

To,  
**Mehta Equities Limited**

Dear Sir,

I/We, \_\_\_\_\_ a client with Member M/s. \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ Exchange undertake as follows:

- I/We am/are aware that the Member has to provide physical contract note in respect of all the trades placed by me/us unless myself/ourself want the same in the electronic form.
- I/We am/are aware that the Member has to provide electronic contract note for my/our convenience on my/our request only.
- Though the Member is required to deliver physical contract note, I/We find that it is inconvenient for me/us to receive physical contract notes. Therefore, I/We am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me/us.
- I/We have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.
- My/Our email id is\* \_\_\_\_\_. This has been created by me/us and not by someone else.
- I/We am/are aware that this declaration form should be in English or in any other language known to me/us.
- I/We am/are aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

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

*\*(The email id must be written in Own handwriting of the client.)*

Client Name : \_\_\_\_\_

Unique Client Code: \_\_\_\_\_

PAN : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of the client:  16/19  15/18 \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Verification of the client signature done by,

Name of the designated officer of the Member: \_\_\_\_\_

**Consent form for registration & verification of mobile number and email address for receiving trade alerts through SMS and / or E-mail**

To Date: \_\_\_\_\_

**Mehta Equities Limited**

Mehta Group, 903, Lodha Supremus,  
Dr. E. Moses Road, Worli Naka,  
Mumbai - 400 018.

Dear Sir,

I / We, \_\_\_\_\_ a client with Mehta Equities Ltd. of MCX (Membership Id: 28010), NCDEX (Membership Id: 0494), ICEX (Membership Id: 2020) and any other exchange member in future, undertakes as follows:

- 1) I / We are aware that Multi Commodity Exchange of India Limited (MCX), National Commodity & Derivatives Exchange Limited, (NCDEX), Indian Commodity Exchange Limited (ICEX) provides the details of the trades executed on its trading platform to the concerned clients / constituents through SMS and E-mail alerts.
- 2) I / We are aware that the Member has to provide the trade details through SMS / E-mail alerts for my convenience at my request only.
- 3) I / We hereby confirm that I / we wish to receive the trade alerts through:  
 SMS  E-mail  SMS and E-mail
- 4) The alerts should be sent on

Mobile Number : 

+	9	1																
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E-Mail Address : \_\_\_\_\_

I / We hereby agree to the terms and conditions specified by the MCX vide Circular No. MCX/T&S/165/2012 dated April 26, 2012, NCDEX vide Circular No. NCDEX/COMPLIANCE-007/2012/093 dated March 19, 2012 and circulars / clarifications issued by the Exchange from time to time in this regard. 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 be liable for any direct or indirect loss of any nature because of providing this additional facility.

I/We, the undersigned, have taken cognizance of relevant circulars issued by Exchange(s) , where I/We am/are the client on the guidelines for sending SMS/E-mail alert by the exchange(s) to investors.

Client Signature: 

17/19 16/18
-------------

Client Name : \_\_\_\_\_

Unique Client Code: \_\_\_\_\_

PAN: \_\_\_\_\_

**Voluntary**

**AUTHORISATION FOR RUNNING ACCOUNT**

To,

**Mehta Equities Ltd.**

903, Lodha Supremus, Dr. E. Moses Road,  
Worli Naka, Mumbai - 400 018.

I/We hereby authorize you to maintain my/our ledger accounts for funds on a running basis. The ledger account may be treated as open, mutual and current.

I/We hereby authorize you to maintain running account for transactions executed through Mehta Equities Limited on any of the stock exchanges/segments and set off/settle/adjust/appropriate any outstanding debits on account of initial margin/mark –to market and/or other settlement accounts against any credits lying in the above mentioned accounts or any other accounts maintained by you.

I/We hereby agree to do actual settlement of my/our funds on Monthly/Quarterly basis as per SEBI Guidelines/circular. (The 'CLIENT' must specify whether settlement is to done on Monthly/Quarterly basis in the blank provided above).

I/We hereby authorize you to retain the requisite funds toward my/our obligations in case of any outstanding obligations on the settlement date and may also retain the funds expected to be required to meet margin obligations for the next five trading days, calculated in the manner specified by the exchange/s.

As and when I/we require the funds lying with you, I/we will be informing you of the same and on receipt of the instructions from me /us, same may be released within one working day of the request after verification.

I/We hereby declare that I/we can revoke this authorization at any point of time.  
Yours faithfully,

Client Signature:



(In Case of Company form, Seal to be affixed)

Client Name : \_\_\_\_\_

Date : \_\_\_\_\_

(Please note that this authorization must be signed by the client and cannot be signed by authorized person/POA Holder on behalf of the client)

**CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY M/S..... (COMPANY NAME) HELD ON..... (DAY), .....(DATE),.....(MONTH), .....(YEAR) AT THE REGISTERED OFFICE OF THE COMPANY AT ..... A.M./P.M.(TIME)**

**RESOLVED THAT** the board have accorded its approval to open trading account with Mehta Equities Limited in MCX/NCDEX/ICEX in the name and style of M/s..... to trade in Commodity/Commodity Future and options.

**RESOLVED FURTHER THAT** Mr./Ms....., Director and Mr./M/s....., Director be and is/are hereby authorized severally/jointly to operate the aforesaid account on behalf of the company.

**Specimen signature of authorized signatory(ies) are as follows:**

Name	Designation	Mode of Operation	Signature

**RESOLVED FURTHER THAT** Mr./Ms....., Director and Mr./Ms....., Director be and is/are hereby authorized severally/jointly to sign and execute all the application forms, undertaking(s), agreement(s), letter(s), deed(s) and all other documents whichever is/are required for the aforesaid purpose.

**Certified True Copy**

**For** .....

**Director**

**DIN:**.....

## DECLARATION IN CASE OF HUF

From:

Name: \_\_\_\_\_

(Address of HUF) : \_\_\_\_\_

\_\_\_\_\_

To,

**Mehta Equities Limited**

Mehta Group, 903, Lodha Supremus,

Dr. E. Moses Road, Worli Naka, Mumbai - 400 018.

Tel.: +91 - 22 - 6150 7100 Fax: +91 - 22 - 6150 7102

E-mail: info@mehtagroup.in

Dear Sir,

Re.: Application for HUF Account: Trading A/c. \_\_\_\_\_

This is with reference to my application for HUF account to be opened with Mehta Equities Ltd. I would like to furnish the following details as required to process the above said account opening form.

Being Karta of my family, I hereby declare that following is the list of Co-parceners in our HUF.

Name of Co-parcener	Sex (M\F)	Date of Birth	Relationship with HUF

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date for Making this application to open our Account.

I agree 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 changes in the constitution of the HUF.

Thanking you,  
Yours truly,

(Name & Signature of Karta with HUF stamp)



# MEHTA



REWARDING RELATIONSHIPS

	Name	Signature
Maker By		
Checker By		
Brokerage Verify		

## MEHTA EQUITIES LTD.

Name of Exchange	Segment	Membership No.	SEBI Registration No.
Multi Commodity Exchange of India Limited(MCX)	Commodity	28010	INZ000175334
National Commodity & Derivatives Exchange Limited (NCDEX)	Commodity	0494	INZ000175334
Indian Commodity Exchange Limited (ICEX)	Commodity	2020	INZ000175334

**Registered Office:**

903, Lodha Supremus, Dr. E. Moses Road, Worli Naka, Mumbai - 400 018.

Tel.: 91-22-6150 7100 Fax: 91-22-6150 7102

Email: [grievance@mehtagroup.in](mailto:grievance@mehtagroup.in) • Website : [www.mehtagroup.in](http://www.mehtagroup.in)