

# Client Registration Form

MCX / NCDEX



**Flourish**  
**Commodities**

*"Let's grow together"*



## Flourish Commodities Pvt. Ltd.

Member : NCDEX, MCX

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

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



## **Flourish Commodities Pvt. Ltd.**

FMC Registration Numbers :

**NCDEX** FMC : NCDEX/TCM/CORP/0546 • Member ID : 00359

**MCX** FMC : MCX/TM/CORP/1646 • Member ID : 11250

**Registered Office :**

409, Essel House, 10, Asaf Ali Road, New Delhi-110002

Ph.: 011-23238344, 23233965

Website : [www.flourishfincap.com](http://www.flourishfincap.com)

**Compliance Officer**

**HARISH RAWAT**

Ph.: 011-23238344

Email : [compliance@flourishfincap.com](mailto:compliance@flourishfincap.com)

**CEO**

**A. K. MITTAL**

Ph.: 011-23233965

Email : [director@flourishfincap.com](mailto:director@flourishfincap.com)

For any grievance/dispute please contact **FLOURISH COMMODITIES PVT. LTD.** at the above address or email [grievance@flourishfincap.com](mailto:grievance@flourishfincap.com) and Phone No. +91-11-23238344. In case not satisfied with the response, please contact the concerned exchange(s) at (NCDEX) [askus@ncdex.com](mailto:askus@ncdex.com) in and Phone No. +91-22-66406609, (MCX) [grievance@mcxindia.com](mailto:grievance@mcxindia.com) and Phone No. +91-22-67318888

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in 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 regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ 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. 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.
5. 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.

### 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).

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

Types of entity	Documentary Requirements
Corporate	<ul style="list-style-type: none"> <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>• 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.</li> </ul>
Partnership Firm	<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>
Trust	<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. List of trustees certified by managing trustees/CA.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	<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>
Government Bodies	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<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>

## INDEX OF DOCUMENTS

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Flourish  
Commodities

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# **MANDATORY DOCUMENTS**

## KNOW YOUR CLIENT (KYC) APPLICATION FORM (FOR INDIVIDUALS)

Note: The information to be given in the form, is the sole property of **FLOURISH COMMODITIES PVT. LTD.** and would not be disclosed to anyone unless required by law or except with the express permission of the client.

Please affix  
your recent  
passport size  
photograph  
duly signed  
across

Please fill this form in ENGLISH and in BLOCK LETTERS.

### A. IDENTITY DETAILS

Name of the Applicant																								
Father's/Spouse Name																								
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female												Marital Status		<input type="checkbox"/> Single <input type="checkbox"/> Married									
Date of Birth													Nationality :		<input type="checkbox"/> Indian <input type="checkbox"/> Others _____									
Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National																							
Permanent Account No. (PAN)																								
Unique Identification Number (UID) / Aadhaar, if any :																								
Any other additional proof of Identity																								

### B. ADDRESS DETAILS

Address for Correspondence																								
	City/Distt./Village												State											
	Country												Pin Code											
Contact Details	Tel.: (O)												Tel. (R)											
	Mobile												Fax											
	E-mail																							
Specify the proof of address submitted for correspondence address																								
Permanent Address <i>(If different from above)</i>																								
	City/Distt./Village												State											
	Country												Pin Code											
Contact Details	Tel.: (R)																							
	Mobile												Fax											
	E-mail																							
Specify the proof of address submitted for Permanent address																								

**SPOUSE INFORMATION**

Spouse Name																				
Date of Birth									Sex	<input type="checkbox"/> Male	<input type="checkbox"/> Female									
If Employed																				
Designation																				
PAN																				

**C. OTHER DETAILS**

Gross Annual Income Details (please specify)	Income Range per annum : <input type="checkbox"/> Below Rs. 1 Lac <input type="checkbox"/> Rs. 1 Lac to 5 Lac <input type="checkbox"/> Rs. 5 Lac to 10 Lac <input type="checkbox"/> Rs. 10 Lac to 25 Lac <input type="checkbox"/> >25 Lac OR
Net-Worth as on	(date)..... (Rs. _____) (Net worth should not be older than 1 year)
Occupation (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others _____ (Specify)
Please tick, as applicable	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP)
Any other information:	

**D. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current		

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



**E. DEPOSITORY ACCOUNT(S) DETAILS**

Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

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

**F. TRADING PREFERENCES**

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

Sr. No.	Name of the National Commodity Exchanges	Signature of the Client
1.	NCDEX	
2.	MCX	

[In future if you want to trade in any other exchange, please submit separate authorization letter (for format download from our website)]



**G. PURPOSE OF TRADING:**

Hedging     Investment     Others (Specify) \_\_\_\_\_

**H. INVESTMENT / TRADING EXPERIENCE**

No Prior Experience  
 \_\_\_\_\_ Years in Commodities     \_\_\_\_\_ Years in other investment related fields

**I. SALES TAX / VAT REGISTRATION DETAILS**

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

**J. PAST REGULATORY ACTIONS**

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

\_\_\_\_\_

\_\_\_\_\_

**K. DEALINGS THROUGH AUTHORIZED PERSONS AND OTHER MEMBERS**

If client is dealing through the Member / Authorized Person (AP), 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/Authorised Persons Name																											
Exchange																											
Exchange's Registration No.																											
Concerned Member's Name with whom the AP is registered																											
Registered Office Address																											
	Tel.:															Fax											
	E-mail																										
Client Code																											
Details of disputes / dues pending from/to such Member / AP:																											

## L. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): \_\_\_\_\_
- If ECN has been selected, provide your Email id: \_\_\_\_\_
- If you wish to receive Electronic Contract Note (ECN), an 'ECN declaration form' via email would need to be provided as per the format and procedure given at Appendix A.
- The ECN declaration form should normally be in English. In case you are not conversant with the English language, the ECN form should be bi-lingual i.e., in English and the local language known to you.
- You can revoke the ECN facility and opt for the contract note in the physical form only by giving 7 working days' notice to the member and copy of the same would be retained by you.
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_
- Any other information: \_\_\_\_\_

## M. INTRODUCER DETAILS (optional)

Name of the introducer	
Status of the Introducer	<input type="checkbox"/> Authorised Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others _____ (please specify)
Address and Phone No. of the Introducer	
	Sign. of the Introducer

## N. NOMINATION DETAILS

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

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

Name		Name	
Signature		Signature	
Address		Address	

**DECLARATION**

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

Place	
-------	--

Date	
------	--

 I

Client Signature

**FOR OFFICE USE ONLY**

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

	Document verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

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

**For Flourish Commodities Pvt. Ltd.**

\_\_\_\_\_  
Signature of the Authorised Signatory

Seal / Stamp of the Member

Date \_\_\_\_\_





**D. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current		

• 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.



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Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
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	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

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

**F. TRADING PREFERENCES**

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

Sr. No.	Name of the National Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature of the Client
1.	NCDEX		
2.	MCX		

[In future if you want to trade in any other exchange, please submit separate authorization letter (for format download from our website)]

**G. PURPOSE OF TRADING:**

<input type="checkbox"/> Hedging <input type="checkbox"/> Investment <input type="checkbox"/> Others (Specify) _____
--

**H. INVESTMENT / TRADING EXPERIENCE**

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

**I. SALES TAX / VAT REGISTRATION DETAILS**

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

## J. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/taken by FMC / SEBI / Stock Exchange / Commodity Exchange / Any other authority against the client or its Partners/promoters/whole time directors/authorized persons in charge during the last 3 years :

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## K. DEALINGS THROUGH AUTHORIZED PERSONS AND OTHER MEMBERS

If client is dealing through the Member / Authorized Person (AP), 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) :

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Exchange																									
Exchange's Registration No.																									
Concerned Member's Name with whom the AP is registered																									
Registered Office Address																									
	Tel.:											Fax													
E-mail																									
Client Code																									
Details of disputes / dues pending from/to such Member / AP:																									

## L. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): \_\_\_\_\_
- If ECN has been selected, provide your Email id: \_\_\_\_\_
- If you wish to receive Electronic Contract Note (ECN), an 'ECN declaration form' via email would need to be provided as per the format and procedure given at Annexure A.
- The ECN declaration form should normally be in English. In case you are not conversant with the English language, the ECN form should be bi-lingual i.e., in English and the local language known to you.
- You can revoke the ECN facility and opt for the contract note in the physical form only by giving 7 working days' notice to the member and copy of the same would be retained by you.
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_
- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in commodities on behalf of company/firm/others: \_\_\_\_\_
- Any other information: \_\_\_\_\_

## M. INTRODUCER DETAILS (optional)

Name of the introducer																									
Status of the Introducer	<input type="checkbox"/> Authorised Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others _____ (please specify)																								
Address and Phone No. of the Introducer																									
															Sign. of the Introducer										

**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 [www.flourishfincap.com](http://www.flourishfincap.com)

Place	
-------	--

Date	
------	--

 2

\_\_\_\_\_  
Client Signature

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

**FOR OFFICE USE ONLY**

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

	Document verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

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

**For Flourish Commodities Pvt. Ltd.**

\_\_\_\_\_  
Signature of the Authorised Signatory

Seal / Stamp of the Member

Date \_\_\_\_\_



## TARIFF SHEET

BROKERAGE		FIXED%	MINIMUM
Commodity Market	Jobbing		
	Delivery		

Note : In case of physical contract note are being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular date may be charged towards minimum processing fee. Delay payment charges @ 2%p.m. would be charged for debit/shortage in pay in/margin default, as per exchange requirement. Transaction charges/other statutory charges/Trading Software Services / Courier / Administration / Processing charges will be charged as applicable. Handling charges for issue of account statement, copy of contract note etc. will be charged as applicable.

 3

Client Signature

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



**RISK DISCLOSURE DOCUMENT**

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

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

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

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

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

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

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

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

I. 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.

**VI. 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 Rumors:**

- 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 FMC.**

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

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

**CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non -mandatory; therefore, subject to specific acceptance by the client.
9. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
10. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account

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

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

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



16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, 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.
22. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
23. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.

#### **BROKERAGE**

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

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

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

#### **DISPUTE RESOLUTION**

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

#### **TERMINATION OF RELATIONSHIP**

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

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

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

28. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
  29. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
  30. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.
  31. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
  32. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
  33. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- ELECTRONIC CONTRACT NOTES (ECN)**
34. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate email id (created by the client) to the Member (Kindly refer Appendix A of Annexure I). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
  35. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
  36. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
  37. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.

38. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
39. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
40. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form must be obtained afresh before 1st April of every financial year by following the same procedure. Thus, such declaration would be valid for that financial year only.
45. All additional voluntary/nonmandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the clients.
46. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
47. Members are required to send account statement to their clients every month in physical form.

#### **LAW AND JURISDICTION**

41. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.
42. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
43. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
44. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and



## 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 FMC & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member.
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

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

- b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
- c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
- d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned CommodityExchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.
- Don'ts**
1. Do not deal with any unregistered intermediaries.
  2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
  3. Do not enter into assured returns arrangement with any Member
  4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
  5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
  6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
  7. Do not neglect to set out in writing, orders for higher value given over phone.
  8. Do not accept unsigned/duplicate contract note/confirmation memo.
  9. Do not accept contract note/confirmation memo signed by any unauthorized person.
  10. Don't share your internet trading account's password with anyone
  11. Do not delay payment/deliveries of commodities to Member.
  12. Do not forget to take note of risks involved in the investments.
  13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
  14. Do not pay brokerage in excess of that rates prescribed by the Exchange
  15. Don't issue cheques in the name of Authorized Person.



# **VOLUNTARY DOCUMENTS**

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

To,

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX

Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002

Dear Sir,

I, \_\_\_\_\_ a client with Member

M/s. \_\_\_\_\_ of \_\_\_\_\_

Exchange undertake as follows:

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

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

(The above lines must be reproduced in own handwriting of the client.)

Client Name : \_\_\_\_\_  
 Unique Client Code : \_\_\_\_\_  
 PAN : \_\_\_\_\_  
 Address : \_\_\_\_\_



Signature of the client

Date :

Place:

Verification of the client signature done by,

Name of the designated officer of the Member

Signature

Date :

**Instructions :**

- This declaration form has to be sent by the Member to the client on the email id provided by client while opening the trading account.
- The client shall, on receipt of this email, print the email as well as the declaration form.
- The hard copy of the declaration shall be filled up by the client and submitted to the Member along with a signed hard copy of the email. The Member shall acknowledge the receipt of the declaration from the client.
- The size of the font of this declaration must be at least 12.

**ADDITIONAL RIGHTS & OBLIGATIONS**

To,

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX


Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002

1. The Member may set off outstanding In any of the Client's accounts against credits available or arising in any other accounts maintained with the Member Irrespective of the fact that such credits In the accounts may pertain to transactions in any segment of the Exchange and/or against the value of cash margin or collateral shares provided to the Member by the Client.
2. The Member may keep all the securities / commodities which the Client may give to the Member in margin including the payout of commodities received, to use the commodities for meeting margin / other obligation in the exchanges in whatever manner which may include pledging of shares in favour of bank and /or taking loan against the same for meeting margin/ pay - in obligation on Client's behalf or for giving the same as margin to the Exchange.
3. Unless otherwise Instructed the Member may retain Commodities in its Demat account for Client's margin/future obligations at the Exchanges.
4. Where the Client has relationship with the Member on more than one Commodity Exchange the Member will treat the relationship in all the commodity exchanges as co-extensive and may make transfer, make adjustments and/or set off a part or whole of the securities / Commodities placed as margin and/or any surplus funds In any of the account of the Client for any of the commodities exchanges against the outstanding dues payable. if any, by the Client in any of his account/(s) maintained with Member. The Member shall have right of lien on the credit balance in any of account of the Client for dues against any other account of the Client. Any entries passed by the Member In accordance with this provision shall be binding on the Client.
5. Unless otherwise Instructed in writing the Member may consider Client's telephonic instructions for order placing/order modification/order cancellation as a written instructions give to the Client all the confirmation on telephone.
6. Trading of Commodities is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. The Client understands that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full. The Client shall bear all consequences of such problems/ glitch and shall not hold the Member responsible for it.
7. The Client confirms he will never sublet the trading terminal on any term of connectivity, from my place to any other place without the Member's prior written approval.
8. The Client agrees that If he fails to meet his funds pay-in obligation In respect of anyone or more commodities purchased by him before the scheduled pay-in date, the Member shall be at liberty to sell the commodities received in pay-out.in proportion to the amount not received, after taking into account any amount lying to the Client's credit. by selling equivalent commodities at any time after the scheduled Pay-in time on the Exchange. If the Member does not sell the commodities within five trading days after the date of Pay-in for any reason whatsoever, such commodities shall be deemed to have been closed out at closing price declared by the exchange for the fifth trading day. The Client agrees that the loss, if any, on account of the close out shall be to his account.
9. The Client further agrees that if he fails to deliver anyone or more commodities to the Member's pool account in respect of the commodities sold the Client before the pay-In date notified by the Exchange from time to time, such undischarged obligation(s) in relation to delivering anyone or more commodities shall be deemed to have been closed out at the auction price or closing price as may be debited to him In respect of the commodity for the respective settlement, to the extent traceable to him on his failure to deliver; otherwise the closing price on the date of pay-out in respect of the relevant commodities, declared by the Exchange. The Client acknowledges that the loss, if any, on account of the close out shall be debited to his account. The Client further agrees that if for any reason. schedule of pay-out is modified. the aforesaid shall be made applicable reckoning the actual date of pay-in and /or pay-out, as the case may be.
10. The Client agrees that if he fails to meet his funds pay-in obligation in respect of anyone or more contracts purchased by him before the scheduled pay-in date, the Member shall be at liberty to square off any open position in the Client's account in proportion to the amount not received, after taking into account any amount lying to his credit, at any time after the scheduled Pay-in time on the Exchange. The Client agrees that the loss, if any, on account of the said squaring off shall be to the account of the Client. The Client acknowledges that the Member will make available the delivery against the Client's purchases only if there are no dues against the Client.

Any change In any of the above voluntary/non-mandatory clauses will have to be preceded by a notice of 15 days.

The Member and the Client understand that none of the above voluntary/non-mandatory clause is in contravention with the Rules/Business Rules/Notices/Circulars of Exchanges or FMC. If any of the above clauses or part thereof is found to be or becomes In such contravention, It shall be of no effect to the extent of contravention.

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

Client Signature  \_\_\_\_\_

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

## LETTER OF AUTHORITY

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

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

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX

Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002

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

Dear Sirs,


**Sub : Letter of Authority**

I / We am / are dealing in securities with you at Commodity and in order to facilities ease of operations, I / We authorize you as under:

1. I / We authorise you to setoff outstanding in any of my accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and/or against the value of cash margin or other collateral provided to you by me / us.
2. I / We hereby authorise you not be provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I / We shall get the required details from contracts issued by you.
3. I / We hereby authorize you to keep all the commodities which we give you in margin including the payout of commodities received, to use the commodities for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of commodities in favour of bank and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I / We hereby authorise you to maintain a running account.
5. I / We request you to retain credit balance in any of my account and to use the ideal fund towards our margin/future obligation of all the exchange unless I / We instruct you otherwise.
6. I / We request you to retain/Commodity/Securities/warehouse receipt in your Demat account for my / our margin / future obligations at both the Exchanges, unless I / We instruct you to transfer the same to my / our account.
7. I / We request you to consider my / our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me / us all the confirmation on telephone unless instructed otherwise in writing. I / We am / are getting required details from contracts issued by you.
8. I / We will collect from your office contract notes, bills, securities, etc. as per my convenience.
9. I / We request that you may send/despatch my / our contract notes, statement of accounts and other documents through E-mail : on my designated e-mail address of \_\_\_\_\_.  
I / We stress that I will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.
10. I / We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
11. I / We will inform you the change in my / our e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
12. Trading of Commodity is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders.  
I / We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control and may result in delay in processing or note processing buy or sell orders either in part or in full.  
I / We agree that I / We shall be fully liable and responsible for any such problems / glitch.
13. I / We confirm that I / We will not sublet the trading terminal on any term of connectivity from my / our place without your prior approval.
14. I / We shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.

Thanking you,

Your faithfully,

Client Signature  \_\_\_\_\_



**REQUEST FOR TRADING IN COMMODITY FORWARD CONTRACTS / COMMODITY DERIVATIVES ON NCDEX / MCX**

To,

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX & MCX

Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002

Dear Sir,

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


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

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

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

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

Yours faithfully

Signature of CLIENT :  \_\_\_\_\_

Sole Proprietor/Partner/Director/Karta/Trustee

**DECLARATION FOR SIGNATURE MISMATCH**

*(To be filled if client's signature is mismatched from PAN Card and Bank)*

This is to bring into your notice that my signature on PAN Card/ Bank and account opening form are as follows :

Signature as per Bank

Signature as per Account Opening Form

Signature as PAN Card

I hereby confirm that all the above signatures are mine. I hereby state and confirm that what is stated above is true and correct information.

I agree to indemnify and keep Flourish Commodities Pvt. Ltd. indemnified at all times from the against all cost, charges, damages, penalties (including reasonable attorney fees) suffered and/or incurred by Flourish Commodities Pvt. Ltd. for any act done or omitted to be done on the above declaration.

Signature of Client :  \_\_\_\_\_



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

To, **Flourish Commodities Pvt. Ltd.**

Date : .....

Member: NCDEX & MCX  
Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002

Dear Sir/Madam,

I/We \_\_\_\_\_, a Client with Flourish Commodities Pvt. Ltd. of MCX (11250) / NCDEX (00359) undertake as follows ;

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

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

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

The alerts should be sent on

a. Mobile Number :

(enter 10 digit mobile no.)

b. Email Address : \_\_\_\_\_

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

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

Client Signature \_\_\_\_\_

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

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

**MOBILE DECLARATION**

I, \_\_\_\_\_ having Client Code No. \_\_\_\_\_ do hereby declare that my mobile no. is \_\_\_\_\_. Further, I authorize Flourish Commodities Pvt. Ltd. that the same may be used for giving me any information/alert/sms/call.

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

Signature of Client : \_\_\_\_\_

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

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

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

To,

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX

Address : 409, Essel House, 10, Asaf Ali Road, New Delhi - 110 002


I \_\_\_\_\_ s/o, w/o, d/o \_\_\_\_\_

\_\_\_\_\_, refer to my Trading Account

\_\_\_\_\_ with Flourish Commodities Pvt. Ltd. (FCPL) do hereby affirm, declare and undertake that

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

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

Client Signature  \_\_\_\_\_

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

**DECLARATION BY THE CLIENT**

To,

Date : .....

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX

Address : 409,Essel House, 10, Asaf Ali Road, New Delhi - 110 002


Dear Sir,

I/We.....hereby acknowledge the receipt of a copy of executed client registration form. I/We certify the signatures on the above form, stamp papers and enclosure to be my/our true and valid signature. I acknowledge that the other details of my account are as under.

Trading Code : .....

UCC Code : .....

My E-mail id : .....

Client Signature  \_\_\_\_\_**FORMAT OF DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM ON LETTER HEAD OF THE FIRM**

To,

**Flourish Commodities Pvt. Ltd.**

Member: NCDEX &amp; MCX

Address : 409,Essel House, 10, Asaf Ali Road, New Delhi - 110 002

Date \_\_\_\_\_

Dear Sir,

In reference to our present/proposed dealings with you as your constituent, we declare and authorise you as under :

1. We hereby authorise Mr./Ms. \_\_\_\_\_ or Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_ or Mr./Ms. \_\_\_\_\_, partners of the firm singly to execute / sign and submit various papers and documents and to sell, purchase, transfer, endorse and negotiate and do all other things that may be necessary to engage in business with Flourish Commodities Pvt. Ltd. on behalf of the firm and to sign the authority letter for adjustment of balances in family accounts.
2. We recognise that a beneficiary account can not be opened with a depository participant in the name of a partnership firm as per law. To facilitate the completion of commodities transfer obligations pursuant to dealings with you, we authorise you to recognise the beneficiary account no. \_\_\_\_\_ with depository participant \_\_\_\_\_ (DP ID \_\_\_\_\_) opened as a joint account in the names of the partners of the firm. We recognise and accept transfers made by you to the said beneficiary account as complete discharge of obligations by you in respect of our dealings with you.
3. However we agree that all the partners have implied authority to act on behalf of the firm and actions of any other partner will be binding on the firm.

Thanking you,

Name of all Partners	Signature

**DECLARATION BY SALES PERSON / AUTHORISED PERSON**

To,  
**Flourish Commodities Pvt. Ltd.**

Member: NCDEX & MCX

Address : 409,Essel House, 10, Asaf Ali Road, New Delhi - 110 002

Dear Sir,

This is in reference to the trading account under consideration in the name of.....  
R/o..... I  
declare that I have met the above captioned person personally & have verified copy of under mentioned KYC with original, which is enclosed with account opening form & I also certify that client has signed and executed the form, stamp papers with enclosures in my presence.

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

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

Date of verification of documents :

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

Name of the person :

Signature : Employee / Authorised person

**VOLUNTARY**

**ADJUSTMENT IN DIFFERENT EXCHANGES / ACCOUNTS**

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

Date :

To,  
The Manager Accounts,  
**Flourish Commodities Pvt. Ltd.**

Member: NCDEX & MCX

Address : 409,Essel House, 10, Asaf Ali Road, New Delhi - 110 002

**Sub : Adjustment in different Exchanges / Accounts maintained with you**

Dear Sir,

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

Thanking You,

Yours Faithfully,

Signature of the Client :  13

## CHECK LIST FOR CLIENT REGISTRATION FORM

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

I.	CHECKING DETAILS	YES	REMARKS		
a)	Name as it appears on the ID & Address Proof (in capital letter)				
b)	Signature of Client on all pages and wherever necessary (Witness wherever required) <input type="checkbox"/>				
c)	Signature Checked and Verified.				
d)	Photograph (duly signed) <input type="checkbox"/>				
e)	A copy of PAN Card (Self Attested) <input type="checkbox"/>				
f)	Address Proof (Self Attested) <input type="checkbox"/>				
g)	Bank Proof containing Client Name (Self Attested) <input type="checkbox"/>				
h)	Demat Account Proof (Self Attested) <input type="checkbox"/>				
i)	Stamp Paper : <input type="checkbox"/>				
j)	Exchange given : <input type="checkbox"/> NCDEX <input type="checkbox"/> MCX				
2.	<b>Telephonic confirmation of Particulars done</b> by _____ Date _____ Time _____ On Phone No. _____				
3.	<b>Details Punched in Computer by</b> _____				
4.	<b>Cross Checking done by</b> _____				
5.	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 45%;"> <b>UCC UPLOADED :</b>  <input type="checkbox"/> NCDEX <input type="checkbox"/> MCX                 </td> <td style="border: none; width: 55%;"> <input type="checkbox"/> ENTERED IN FORM DATA                 </td> </tr> </table>	<b>UCC UPLOADED :</b> <input type="checkbox"/> NCDEX <input type="checkbox"/> MCX	<input type="checkbox"/> ENTERED IN FORM DATA		
<b>UCC UPLOADED :</b> <input type="checkbox"/> NCDEX <input type="checkbox"/> MCX	<input type="checkbox"/> ENTERED IN FORM DATA				
6.	<b>BACK OFFICE WEB LOGIN</b> User Name ID _____ Password _____				
7.	<b>DP WEB LOGIN</b> User Name ID _____ Password _____				
8.	<b>Form sent to Surveillance by</b> _____ <b>Date :</b> _____ <b>Time :</b> _____				
9.	<b>Client ID Mapping done by</b> _____ Branch ID _____ User ID: _____ Dealer ID : _____				
10.	<b>INTERNET TRADING</b> <input type="checkbox"/> Odin Diet <input type="checkbox"/> I-Net User ID _____ Password _____				
11.	<b>Client Account Status Report issued by</b> _____				
12.	<b>Form Returned to Compliance by</b> _____ <b>Date :</b> _____ <b>Time :</b> _____				
13.	<b>Kit Dispatched on</b> _____ <b>(Date)</b> _____ <b>Pod No.</b> _____				

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



## Flourish Fincap Pvt. Ltd.

Member : NSE, BSE & MCX-SX

SEBI Registration Numbers :

**NSE CM** : INB 231303034, F&O : INF 231303034 • Dated : 31-07-2008

**BSE CM** : INB 011303030, F&O : INF 011303030 • Dated : 31-12-2010

**MCX-SX** : INE 261303034 • Dated : 30-09-2008

## Flourish Commodities Pvt. Ltd.

Member : NCDEX, MCX

FMC Registration Numbers :

**NCDEX FMC** : NCDEX/TCM/CORP/0546 • Member ID : 00359

**MCX FMC** : MCX/TM/CORP/1646 • Member ID : 11250

Regd. Office : 409, Essel House, 10, Asaf Ali Road, New Delhi-110002

Ph.: 011-23238344, 23233965 | Mobile : 9810020399

E-mail : flourishfincap@yahoo.com

Website : www.flourishfincap.com



**ACKNOWLEDGEMENT**

To,  
**Flourish Commodities Pvt. Ltd.**

Dated : .....

Registered Office :  
409, Essel House, 10, Asaf Ali Road, New Delhi-110002

Dear Sir,

I/We hereby acknowledge the receipt of Right and Obligations, Risk Disclosure Document and Guidance Note with duly executed copy of KYC and other documents. Further I/We confirm that the supporting documents for KYC submitted by me/us are true and correct. I/We acknowledge that the other details related to my/our account are as under:

Name..... Address.....

..... Trading Code.....

UCC..... My Email Id.....

  
\_\_\_\_\_

(Signature of Client)