

Form No.:	186
Client Code :	
Branch Code:	
A. P. Code :	
Introducer Code :	
Service RM :	

# AFFLUENCE

## COMMODITIES PRIVATE LIMITED

**Registered Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Praladnagar, Satellite, Ahmedabad - 380 051.

Phone : +91 79 6777 6555 Fax : +91 79 6777 6556 E-mail: info@affluencetrade.com Website: www.affluencetrade.com

**Member : MCX, NCDEX, ICEX, NSEL**

### MEMBERSHIP & REGISTRATION NO.

Sr. No	Name of Exchange	Membership			
		Exchange/ Member code	Type	UMC	Date of Activation
1	MCX	35220	TCM	MCX/TCM/CORP/1432	26th Feb., 2007
2	NCDEX	00915	TCM	NCDEX/TCM/CORP/0889	16th Sept., 2008
3	ICEX	1115	TCM	ICEX/TCM/CORP/0107	25th Jan., 2010
4	NSEL	10490	TCM	—	5th Feb., 2010

### CEO & COMPLIANCE OFFICER'S DETAILS

CEO'S Details	Compliance Officer's Details
Name : Mr. Malay Kothari	Name : Mrs. Shweta Lalani
Email ID : compliance@affluencetrade.com	Email ID : compliance@affluencetrade.com
Phone No. : +91 79 6777 6555	Phone No. : +91 79 6777 6555

For any grievance / dispute please contact Affluence Commodities Private Limited at the above address or e-mail ID : info@affluencetrade.com and phone : +91 79 6777 6555

In case not satisfied with the response, please contact the concerned Exchange(s) at

Exchange Name	E-mail ID	Phone No.
MCX	compliance@mcxindia.com	+91 22 6731 8888
NCDEX	askus@ncdex.com	+91 22 6640 6521
ICEX	info@icexindia.com	+91 22 3084 9700
NSEL	info@nationalspotexchange.com	+91 22 6761 9900

**Important Note**  **Signature of Client / First Holder**  **Signature of Broker**  
**(Signature Types) :**  **Signature of Sub-Broker / AP**  **Signature of Witness**

### Acknowledgment

Form No. :

Received application from Mr. / Ms. / M/s. \_\_\_\_\_

residing at \_\_\_\_\_

on \_\_\_\_\_. Your Client ID will be intimated to you shortly on acceptance.

Please quote the Client ID allotted to you in all you future correspondence.

**Executive Signature :** \_\_\_\_\_

Date :

## INDEX OF DOCUMENTS

S. No.	Name of the Document	Brief Significance of the Document	Page No
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY FMC &amp; EXCHANGES</b>			
1.	KYC (Account Opening) application form	KYC form - An instruction / check list	3-4
2.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors	5-6
3.	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent	7-13
4.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	14
5.	Uniform Risk Disclosure	Document detailing risks associated with dealing in the Commodities market	15-17
6.	Rights and Obligations for Members, Authorised Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading)	18-21
7.	Member-Client Agreement	Agreement between Member and Client for National Spot Exchange Ltd. (NSEL)	22-23
<b>VOLUNTARY DOCUMENTS</b>			
8	Authorization for Electronic Settlement	Receipt of Contract notes / Statement Electronically	24
9	Client Undertaking	Client Undertaking for smooth functioning of Accounts	25
10	Client Request Payout Facility	Client Request to maintain running Account & RTGS / NEFT	26
11	E-Broking Voluntary	Authorization to trade through online trading platform	27
12	Formats & Declarations	Format for net worth Certificate Name Declaration Format for Board Resolution Format for Declaration by Sole Proprietor Format for HUF Declaration and Consent Letter	27-30

**Please read the following instructions :**

**Instructions for filling up and completing the account opening document :**

1. Please ensure that the form is complete in all respect and copies of the required documents attached.
2. Pin code is compulsory in the address details.
3. Please put full signature at the bottom of the each page and other places marked for this purpose.
4. Please fill all information in capital letters
5. Please affix(not staple)a passport size photograph(s)with signatures on the space provided also provide separate photograph(s) for each Holder/Partner/key management Personnel
6. Each Client has to use one registration form. In case of Family members a separate form is required.

## 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 foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, **should match** with the documentary proof submitted.
5. If correspondence & permanent address are different, then **proofs for both** have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. 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. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/ Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

### D. Exemptions to PAN

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

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

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

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

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

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

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>● Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>● Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>● Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>● Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>● Copies of the Memorandum and Articles of Association and certificate of incorporation. Copy of the Board Resolution for investment in securities market.</li> <li>● Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>● Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>● Certificate of registration (for registered partnership firms only).</li> <li>● Copy of partnership deed.</li> <li>● Authorised signatories list with specimen signatures.</li> <li>● Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>● Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>● Certificate of registration (for registered trust only).</li> <li>● Copy of Trust deed.</li> <li>● List of trustees certified by managing trustees/CA.</li> <li>● Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>● PAN of HUF.</li> <li>● Deed of declaration of HUF/ List of coparceners.</li> <li>● Bank pass-book/bank statement in the name of HUF.</li> <li>● Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Government Bodies</b>	<ul style="list-style-type: none"> <li>● Self-certification on letterhead.</li> <li>● Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>● Copy of Registration Certificate under Societies Registration Act.</li> <li>● List of Managing Committee members.</li> <li>● Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>● True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

## 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 [www.mcxindia.com](http://www.mcxindia.com) / [www.ncdex.com](http://www.ncdex.com) / [www.icexindia.com](http://www.icexindia.com) / [www.nationalspotexchange.com](http://www.nationalspotexchange.com) 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 [www.mcxindia.com](http://www.mcxindia.com) / [www.ncdex.com](http://www.ncdex.com) / [www.icexindia.com](http://www.icexindia.com) / [www.nationalspotexchange.com](http://www.nationalspotexchange.com) . The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/ Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity

derivatives market or the member becomes insolvent or bankrupt.

26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.

#### Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.

6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.

 (1/12)	Client's Signature
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(If Partner, Corporate, or other Signatory, then attest with firm/ company seal.)

Date : 

D	D	M	M	Y	Y	Y	Y
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# AFFLUENCE

## COMMODITIES PRIVATE LIMITED

**[FOR INDIVIDUALS]**

This information is the sole property of the trading member / brokerage house and would not be disclosed to any one unless required by law or except with the express permission of the client.

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

(2/12)

### KNOW YOUR CLIENT (KYC) FORM

**A. IDENTITY DETAILS** *Please fill this form in ENGLISH and in BLOCK LETTERS.*

1. Name of the Applicant
2. Father's/ Spouse Name
3. a. Gender :  Male  Female      b. Marital status  Single  Married      c. Date of birth   -   -
4. a. Nationality                b. Status  Resident Individual  Non Resident  Foreign National  
(If Non Resident / Foreign National, self-certified copy of statutory approval obtained must be attached)
5. a. PAN
- b. Unique Identification Number (UID)/ Aadhaar, if available
- c. Any other additional proof of Identity

**B. ADDRESS DETAILS** (Proof of address must be different from the proof of identity submitted)

1. Address for correspondence   
  
  
 City/town/village       Pin Code      
State       Country
2. Contact Details : Tel. (Off.)#       Tel. (Res.)#        
Mobile No.       Fax        
Email id
3. Specify the proof of address submitted for correspondence address
4. Permanent Address (if different from correspondence)   
  
  
 City/town/village       Pin Code      
State       Country
5. Specify the proof of address submitted for permanent address, if any

**C. OTHER DETAILS**

1. Gross Annual Income Details (please specify)  
Income Range per annum  Below ₹ 1 Lac     ₹ 1-5 Lac     ₹ 5-10 Lac     ₹ 10-25 Lac     > ₹ 25 Lacs    **OR**  
Net-worth as on   -   -   ₹       (Net worth should not be older than 1 year)
2. Occupation (please tick any one and give brief details):  
 Private Sector     Public Sector     Government Service     Business     Professional     Farmer  
 Other (specify) \_\_\_\_\_
3. **Please tick, if applicable:**  Politically Exposed Person (PEP)     Related to a Politically Exposed Person (PEP)  
 Not a Politically Exposed Person (PEP)     Not Related to a Politically Exposed Person (PEP)  
# If you have a landline connection, kindly provide the same.



**KNOW YOUR CLIENT (KYC) FORM**

PHOTOGRAPH  
Please affix  
Authorized Signatories  
recent passport size  
photographs and  
sign across it

 (2/12)

Please fill this form in ENGLISH and in BLOCK LETTERS.

**A. IDENTITY DETAILS**

- Name of the Applicant
- Date of Incorporation  DD  MM  YY  YY Place of Incorporation
- Date of commencement of Business  DD  MM  YY  YY
- a. PAN  b. Registration No. (e.g. CIN)
- c. Any other additional proof of identity:
- Status (Please tick any one) :  
 Private Limited Co.  Public Ltd. Co.  Body Corporate  Partnership  Trust  HUF  LLP  
 Other (specify) \_\_\_\_\_  
 (In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

**B. ADDRESS DETAILS**

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

- Address for correspondence   
  
 City/town/village  Pin Code   
 State  Country
- Contact Details : Tel. (Off.)#  Tel. (Res.)#   
 Mobile No.  Fax   
 Email id
- Specify the proof of address submitted for correspondence address
- Registered Address (if different from above)   
  
 City/town/village  Pin Code   
 State  Country
- Specify the proof of address submitted for registered address, if any

**C. OTHER DETAILS**

- Gross Annual Income Details (please specify)  
 Income Range per annum  Below ₹ 1 Lac  ₹ 1-5 Lac  ₹ 5-10 Lac  ₹ 10-25 Lac  > ₹ 25 Lacs - 1 Crore  > 1 Crore
- Net-worth as on  DD  MM  YY  YY ₹   
 (Net worth should not be older than 1 year)
- Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors  
 Name (1) :   
 Father's/Husband's Name   
 Gender :  Male  Female Nationality   
 Occupation:  PAN:   
 Residential / Office Address :   
 City :   
 PIN :  State :  Country :

Colour Passport Size  
Passport size of  
Promoter/Partner/Karta/  
Trustee/Member/Whole  
Time Director & Sign  
across it.





**D. BANK ACCOUNT DETAILS****FOR INDIVIDUALS AND NON-INDIVIDUALS**

Bank Name	Branch Address	Bank Account Number	Account Type: Saving/Current/Others	MICR Code	IFSC Code

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

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

For Commodity / Receipt Holding & Transfer– DP Account NO. : DP ID \_\_\_\_\_ Client ID : \_\_\_\_\_

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

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

**F. TRADING PREFERENCES**

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

Sr. No.	Name of the National Commodity Exchanges#	Date of Consent for trading on concerned Exchanges	Signature of the Client
1.	MCX		 (3/16)
2.	NCDEX		 (4/16)
3.	ICEX		 (5/16)
4.	NSEL		 (6/16)

# At the time of printing the form, the Member must specify the names of the Exchanges where the Member has membership. [In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this document]

**G. INVESTMENT / TRADING EXPERIENCE**

- No prior Experience
- \_\_\_\_\_ years in Commodities
- \_\_\_\_\_ years in other investment related fields

**H. SALES TAX REGISTRATION DETAILS**

(As applicable, Statewise)

• Local Sales Tax State Registration No. :	<input type="text"/>
• Validity Date :	<input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY
• Name of the State :	<input type="text"/>
• Central Sales Tax Registration No. :	<input type="text"/>
• Validity Date :	<input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY
• Other Sales Tax State Registration No. :	<input type="text"/>
• Validity Date :	<input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY
• Name of the State :	<input type="text"/>

**I. VAT DETAILS**

(As applicable, Statewise)

• Local VAT Registration No.	:	<input type="text"/>
• Validity Date	:	<input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY
• Name of the State	:	<input type="text"/>
• Other VAT Registration No.	:	<input type="text"/>
• Name of the State	:	<input type="text"/>
• Validity Date	:	<input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY

**J. PAST REGULATORY ACTIONS**

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

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**K. DEALING THROUGH OTHER MEMBERS**

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

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

Exchange:  Exchange's Registration number:

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

Registered Office Address:

City/town/village  Pin Code

State  Country

Tel. (Off.)#  Fax

Email id

Website

Client Code

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

**L. INTRODUCER DETAILS**

Name of the Introducer

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

Address of the Introducer

City/town/village  Pin Code

State  Country

Tel.  Signature of Introducer : \_\_\_\_\_

## M. ADDITIONAL DETAILS

- Whether you wish to receive communication from Member in electronic form on your Email-id  
 Yes /  No : { If yes then please fill in Appendix-A}

## DECLARATION

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change in any of the above points in writing immediately and to the Exchange also. 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.
- I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.
- I enter into agreement to abide by all the terms and conditions of the Exchange.

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

Date :

 (3/12)

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

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

### FOR OFFICE USE ONLY:

- UCC Code allotted to the Client :

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

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

For, **Affluence Commodities Private Limited**

Date :

Authorized Signature(ies)\*  
(Seal / Stamp of the Member)

# AFFLUENCE COMMODITIES PRIVATE LIMITED

## CHARGES FOR TRADING ACCOUNT - MCX / NCDEX / ICEX / NSEL

Branch : \_\_\_\_\_

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

Sub Broker / Authorised Person Code : \_\_\_\_\_

Brokerage	1st Leg		2nd Leg (Same Day)	
	%age	Min.	%age	Min
Trading				
Delivery				
Options				

### Other Charges :

1. Turnover Fees, Transaction Charges, Stamp Duty, Clearing Charges and Govt. dues shall be levied per the prevailing rates.
2. Affluence reserves the right to levy additional charges including but not limited to the following :

Particulars	Amount
Duplicate Contract Notes (CN) Issued	₹ 10/- per Contract Note *
Duplicate Souda Summary Issued	₹ 25/- for 1 months period ** ₹ 50/- for 2 months period ** ₹ 100/- for 3 months and above**
Bounced Cheque / Stop Payment of Cheque	₹ 50/- per instance / instrument **

\* For prevailing rates please refer Back Office Interface.

\*\* These charges are subject to revision at the sole discretion of Affluence Commodities Private Limited and shall be informed by Ordinary Post / email / Quarterly Account Statements / SMS / Notification of Back Office Interface.

3. In the case, physical option is chosen for receiving contract notes and related statements, Affluence Commodities Private Limited shall levy charges of ₹ 10/- per document dispatched.

 (4/12)

Client's Signature

# Risk Disclosure Document

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

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

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

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

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

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and / or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made

without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

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

### i. Risk of Higher Volatility

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

### ii. Risk of Lower Liquidity

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

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

### iii. Risk of Wider Spreads

a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a

commodity derivative and immediately selling it or *vice versa*. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities / commodity derivatives contracts. This in turn will hamper better price formation.

**iv. Risk-reducing orders**

- a. Most of the Exchanges have a facility for investors to place “limit orders”, “stop loss orders” etc. Placing of such orders (e.g. “stop loss” orders or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed “away” from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**v. Risk of News Announcements**

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity

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

**vi. Risk of Rumours**

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

**vii. System Risk**

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

**viii. System / Network Congestion**

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

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

**Effect of “Leverage” or “Gearing”:**

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/ square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up / close outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

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

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

**4. General**

**i. Deposited cash and property:**

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

**ii. Commission and other charges:**

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

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

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

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

 (5/12) Client's Signature

Date : 

D	D	M	M	Y	Y	Y	Y
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Place : 

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## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY FMC AND COMMODITY EXCHANGES

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

### CLIENT INFORMATION

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

any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

### MARGINS

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

### TRANSACTIONS AND SETTLEMENTS

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

issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

#### **BROKERAGE**

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

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

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

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

#### **DISPUTE RESOLUTION**

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

22. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, 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.

#### **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 e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/Business Rule/Bye-Laws / circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
35. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
36. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
37. The Member shall retain ECN and 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.

#### **LAW AND JURISDICTION**

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

45. All additional voluntary / non mandatory 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.

 (6/12) Client's Signature

Date : 

D	D	M	M	Y	Y	Y	Y
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Place : 

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## INTERNET, WIRELESS & MOBILE TECHNOLOGY BASED TRADING FACILITY PROVIDED BY COMMODITY BROKERS 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.

This agreement is made at.....  
 this.....day of.....20.....by and Between  
**Affluence Commodities Private Limited** a body corporate  
 registered /incorporate under the provisions of the Indian Company  
 Act, 1956, being the Member of the **National Spot Exchange  
 Ltd having Membership No. 10490**, hereinafter called MEMBER  
 OF THE EXCHANGE, having Its **Registered office address at**  
 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
 Prahaladnagar, Satellite, Ahmedabad - 380 051. **And**  
 Mr./Mrs./M/s.....

..... a company /  
 firm / Individual or any other body duly formed and registered under  
 the Relevant Act, hereinafter called **CLIENT**, having its registered  
 office address at

**Witnessth:**

Whereas the member is registered as MEMBER OF THE  
 NATIONAL SPOT EXCHANGE LIMITED (hereinafter called  
 (NSEL).

Whereas the CLIENT is desirous of trading in those contracts  
 admitted for dealing on NSEL as defined in the Bye Laws, Rules  
 and Business Rules of NSEL.

Whereas the CLIENT has satisfied himself of the capability of the  
 MEMBER OF THE EXCHANGE to deal in those contracts admitted  
 for dealing on the NSEL and wishes to execute his orders through  
 him and the CLIENT shall continue to satisfy him of such capability  
 of the MEMBER OF THE EXCHANGE before executing any orders  
 through him.

Whereas the MEMBER OF THE EXCHANGE has satisfied and  
 shall continuously satisfy himself about the genuineness and  
 financial soundness of the CLIENT and trading objectives relevant  
 to the services to be provided.

Whereas the MEMBER OF THE. EXCHANGE has taken steps  
 and shall take steps to make the CLIENT aware of the precise  
 nature of the MEMBER liability for business to be conducted,  
 including any limitations on that liability and the capacity in which  
 it acts.

In consideration of handling transactions carried out on the NSEL,  
 THE CLIENT understands the following risks disclosed by the  
 Member and states as follows:

- A. I / We understand that the spot trading involves daily  
 settlement. Every day the net outstanding position (whether  
 purchase or sale) at the end of the day shall result into  
 compulsory delivery.  
 I / We shall ensure that the commodities are as per the  
 contract specifications of the Exchange and within tolerance  
 limits set out in the contract specification and such  
 commodities are delivered at the designated warehouse  
 of the Exchange before the scheduled pay-in time fixed by  
 the Exchange.

I / We further understand that in case of failure on my part  
 to deliver the specified commodity at the specified delivery  
 center within the specified time set by the Exchange; such  
 commodities shall be procured by the Exchange through  
 auction procedure at my cost and risk, I / we shall be liable  
 to make good of such losses that may be recovered from  
 the members by the Exchange on my account.

- B. I / We understand that in case of my liability of funds pay-in  
 position, I shall ensure transfer of funds to the members  
 account well before the schedule pay-in time to enable the  
 member to meet his funds pay-in obligation on my account.  
 I/We further understand that in case of failure on my / our  
 part to pay / transfer funds before the scheduled pay-In  
 date, the commodities purchased by the member on my  
 account may be auctioned by the Exchange/sold by the  
 Member at my cost and risk. I / We shall be liable to make  
 good of such losses that may be recovered from/suffered  
 by the members on my account.
- C. I / we hereby authorize the member to execute all my  
 written/verbal order for purchase and sale of commodities  
 and comply with the Sales Tax / VAT / CST related liabilities  
 on my behalf.  
 I / we irrevocably authorize the member to recover all the  
 dues from my account against sales tax and other liabilities  
 that may arise in the course of executing my orders on the  
 Exchange platform. I further undertake that the member  
 shall be authorized to take all actions for compliance with  
 the VAT regulations.
- D. I / We understand that my purchase and sales positions  
 shall be marked to market at and of the day of transaction  
 based on the closing price of commodities.  
 I / We shall be required to deposit the amount of loss  
 (notional) resulting from such closing price (if any). This  
 margin will have to be paid within a stipulated time frame,  
 generally before commencement of trading next day.
- E. If I / we fail to deposit the additional margin by the deadline  
 or if an outstanding debt occurs in my account, the Member  
 of the Exchange may liquidate a part of or the whole position  
 or substitute commodities. In this case, I / we shall be liable  
 for any losses incurred due to such close outs.
- F. My order for purchase or sale of any commodity may not  
 be executed when there are insufficient bids or offers or  
 suspension of trading due to price limit or circuit breakers  
 etc.
- G. In order to maintain market stability, the Exchange may  
 change the margin rate, increases in the cash margin rate  
 or others. These new measures may be applied to the  
 existing outstanding position, which are yet to be settled,  
 in such conditions, I / We shall be required to put up  
 additional margins against my positions.
- H. I / We shall ask my Member of the Exchange to provide the  
 full details of the spot contracts before I / We plan to trade

i.e. the contract specifications and the associated obligations.

- I. Before trade, I / We shall obtain a clear explanation of all commission, fees and other charges for which I / We will be liable.
- J. The Exchange offers electronic trading facilities, which are computer-based systems for order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The execution of my orders shall be subject to limits on liability imposed by the system provider, the market, the Clearing House and/or Member of the Exchange firms.

**In view of the above, I / We agree that**

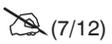
- 1) I / We am aware of the risks stated above and understand the trading & risks involved in the trading through the Electronic spot Exchange and am fully responsible for my dealings In this Exchange platform.
- 2) I / We shall be bound by the Bye-Laws, Rules, Business Rules, and Customs of the NATIONAL SPOT EXCHANGE LIMITED and the Clearing House of the Exchange.
- 3) I / We shall deposit monies, Warehouse Receipts or other property, which may be required to open and carry out the transactions In my account with you as my agent at the capacity of the Member of NSEL and I / We being your client.
- 4) I / We shall not, acting alone or in concert with others, directly or Indirectly, hold and control or create excess position than what Is permitted from time to time by the Exchange or any other authority.
- 5) All monies, Warehouse Receipts or other property, which you may hold on my account, shall be held subject to a

general lien for the discharge of my obligations to you under this agreement.

- 6) I / We hereby authorize you at your discretion, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my account with you. I / We will reimburse any or all such incidental expenses incurred by you.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the terms and conditions, as follows:

- 1. The agreement entered into between the Member and the Client shall stand terminated by mutual consent of the parties by giving at least one-month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
- 2. In the event of the death or insolvency of the Client or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodities which the Client has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Client and the Client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.
- 3. All trades, transactions and contracts are subject to the Rules, Bye Laws and Business Rules of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed In the city of Ahmedabad for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Business Rules of the Exchange.

The CLIENT'S Signature / Authorised Signatory	
 (7/12)	
Signature of Applicant	
Title :	
Name :	
1. Witness :	
Name	
Sign	

For, Affluence Commodities Private Limited	
	
Signature	
Title :	
Name :	
1. Witness :	
Name	
Sign	

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

To,  
**Affluence Commodities Private Limited**  
**(Member : MCX, NCDEX, ICEX, NSEL)**  
**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Pralhadnagar, Satellite, Ahmedabad - 380 051.

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 English and any other Indian language known to me.
- This declaration is valid till 31st March \_\_\_\_\_ (yyyy).

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

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

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

(8/12) \_\_\_\_\_  
Client's Signature

Date : 

D	D	-	M	M	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

  
Place : 

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Verification of the client signature done by,

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

Date: 

D	D	-	M	M	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Signature : \_\_\_\_\_

### 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

## CLIENT UNDERTAKING

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

To,

**Affluence Commodities Private Limited**

**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Pralhadnagar, Satellite, Ahmedabad - 380 051.

**Sub: My / Our request for trading in commodity forward Contracts/ commodity derivatives on NCDEX/MCX/ICEX/NSEL as your clients**

Dear Sir,

I/We, the undersigned, have taken cognizance of circular no. NCDEX/TRADING-114/2006/247 dated September 28,2006 issued by National Commodity & Derivatives Exchange Limited (NCDEX), circular no. MCX/338/2006 dated August 21,2006 issued by Multi Commodity Exchange of India Limited (MCX) and circular no. ICEX/Trading/2012/220 dated 12th January, 2012 issued by ICEX Exchange Limited on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

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

I / We undertake to inform you and keep you informed if I /Any of our Partners/ Directors/ Karta/trustee or any of the Partnership Firms/ Companies/ HUFs/Trustee in which I or any above such person is a Partner/Director/Karta/Trusts takes or holds any positions in any commodity forward contract/ commodity derivative on NCDEX / MCX / ICEX / NSEL through you or through any other member(s) of NCDEX / MCX / ICEX / NSEL, to enable you to restrict our position limits as prescribed by the circulars as modified from time to time.

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

I/We further undertake to bear any liable/penalty/charges levied by exchange/FMC.

Yours faithfully,

For, \_\_\_\_\_

 (9/12) Client's Signature

Date : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Client Code : 

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# CLIENT REQUEST

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

To,  
**Affluence Commodities Private Limited**

**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Praladnagar, Satellite, Ahmedabad - 380 051.

Dear Sir's

## 1. Maintenance of our/my account on a running account basis.

Notwithstanding anything contrary contained in the agreement between us, I / we hereby request you to maintain my / our account, with you on a running account basis. This will facilitate me / us in my / our transactions through you. I / We also request you to consider the balances in my / our running account with you for the purpose of margins / any other obligations due to you. In view of the above it would be proper for you to release the funds due to me/us on my / our specific request, either written or oral. You may charge the cost of holding securities/ commodities to my/our account with you.

## 2. Request for RTGS/NEFT pay out facility

This is with reference to the Member Client agreement entered into with you for the purpose of dealing in securities on the stock exchange(s) through you under Client code \_\_\_\_\_. In this connection, I/we request you to update my / our details in your records as given below.

Name of Bank	
Name of Bank Branch	
Account Type	Savings/ Current/ Others (pl. specify)
Account Number	

I/We request you to deposit my / our payout in respect of my / our transactions directly to above mentioned bank account (provided such facility is available) or any other bank account which I / we may intimate from time to time.

Terms and conditions: In addition to the clauses contained in the member client agreement and other KYC documents executed to the client, the client herein specifically agrees with the Commodity Broker and authorizes the Commodity Broker to arrange release of payout of funds (subject to other governing conditions agreed to in the KYC documents) by making direct credit to the bank account of the client maintained with any bank, the details of which are provided by the client to the Commodity Broker. It is also agreed to by the clients that since the bank account details are provided by the client (based on which the Commodity Broker were to arrange marking credits thereto). In case of any wrong entry flowing into any wrong account due to mistake on the part of the client, Commodity Broker shall not accept any responsibility / consequences relating thereto.

Registration and activation of payout of funds through RTGS / NEFT mode by Commodity Broker is subject to receipt of copy of cancelled cheque from client. Rejection / Deactivation of facility of payout of funds through RTGS / NEFT to client is at the discretion of the Commodity Broker.

Thank you,  
Yours faithfully,

(Name of the Client) \_\_\_\_\_

 (10/12) Client's Signature

## E-Broking Voluntary

To,  
**Affluence Commodities Private Limited**  
**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
 Prahaladnagar, Satellite, Ahmedabad - 380 051.

Dear Sir,

I wish to trade through the online trading platform. Therefore I request you to generate my username [Login ID] and password for the following E-Broking Trading Platform

**[Preference for an E - Broking trading platform indicated with a Yes] MCX, NCDEX, ICEX and NSEL**

Affluence Net-Net	Browser based-static feed Online trading Platform	Affluence Diet	Application based Online trading Platform
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I confirm that my email address is

I also consent for E-Broking username and Password, as also other communication from you not restricted to E-Broking, to be communicated on the above mentioned email address. I confirm that I have read the below terms mentioned and conditions and agree to abide by the same.

### Terms & conditions for online trading through E - Broking Platform

The client has permitted the Commodity Broker to provide online trading services through means of its E - Broking Platform. For this purpose the client has provided E-mail address and the consent for communication of E - Broking username and password through the email.

Now therefore, in consideration of the Commodity Broker having agreed at its discretion to provide online trading through its E- Broking Platform on the following terms and conditions:

1. The Commodity Broker shall generate the clients user id and password and communicate the same to the client registered email id and shall be deemed to be received by the client only and it is client's duty to ensure its confidentiality and secrecy unless the stock-broker recovers a rejection of the same or the same has bounced back upon which the Commodity Broker shall duly intimate the client. If the client wishes to change his email id, the client would send a request the same would be effected on due verification.
2. If the Client to any reason is not to open the document delivered by the Commodity Broker the delivery shall then be made by any other format provided the client informs the Commodity Broker with in 24 hrs of the delivery of the said information. The same is applicable in case the E-broking platform gets locked, the client shall intimate the Commodity Brokers through a written letter or an email who shall reset the same on due verification.

 (11/12) Client's Signature

## Format for Networth Certificate

**(For Corporates, Institutions, Co-operative Societies, Individuals & Sole Proprietorships)**

Certificate dated \_\_\_\_\_ submitted by \_\_\_\_\_ to Affluence Commodities Private Limited

CERTIFICATE

This is to certify that the Net worth of M/s./Mr./Ms. \_\_\_\_\_ as on \_\_\_\_\_ as per the statement of computation of every date annexed to this certificate is Rupees \_\_\_\_\_ only.

It is further certified that the computation of Net worth based on my / our scrutiny of the books of accounts, records and documents is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

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

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

For (Name of Accounting Firm)

Chartered Accountant

## Format for Networth Certificate

**(For Partnership Firms)**

Certificate dated \_\_\_\_\_ submitted by \_\_\_\_\_ to Affluence Commodities Private Limited

CERTIFICATE

This is to certify that the Net worth of M/s./Mr./Ms. \_\_\_\_\_ as on \_\_\_\_\_ as per the statement of computation of every date annexed to this certificate is Rupees \_\_\_\_\_ only. Combined net worth of all partners is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

It is further certified that the computation of Net worth based on my / our scrutiny of the books of accounts, records and documents is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

Date :

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

For (Name of Accounting Firm)

Chartered Accountant

**DECLARATION / UNDERTAKING INCASE OF DISCREPANCY IN NAME AS APPEARING IN PAN CARD, BANK ACCOUNT, ADDRESS PROOF & FINANCIAL DOCUMENT)**

Date :

To,  
**AFFLUENCE COMMODITIES PRIVATE LIMITED**

**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaldnagar, Satellite, Ahmedabad - 380 051.

I, \_\_\_\_\_ S/o, W/o, D/o, \_\_\_\_\_ resident of

\_\_\_\_\_, refer to my Trading account \_\_\_\_\_ / Demat Account \_\_\_\_\_ with AFFLUENCE COMMODITIES PRIVATE LIMITED do hereby affirm, declare and undertake as under :

1. That my name as it appears 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 the PAN Card is : \_\_\_\_\_
6. That my name as it appears on the Bank Account is : \_\_\_\_\_
7. That my name as it appears on the Financial Document is : \_\_\_\_\_
8. That above mentioned name on Trading Account, Demat Account, Income Tax Website, Address proof, Financial Document, PAN Card bearing No. \_\_\_\_\_ and Bank account bearing No. \_\_\_\_\_ are mine alone.
9. That I hereby request Affluence to maintain my name as per name in Demat and Trading Account as per the name appearing on the Income Tax Website / PAN Card.
10. That I promise and undertake to get my PAN Card altered in accordance with my name as appearing on the Income Tax Website within 45 days from the date of signing this Undertaking, Affluence may, as its sole discretion, terminate my trading and demat account in the event of me not getting my name altered within 45 days of signing this Undertaking.
11. That I further undertake to open a bank account in accordance with the name as appearing on the Income Tax website within one week from the date of signing of this Undertaking.
12. That I further declare that I am responsible and I shall indemnify and keep indemnified AFFLUENCE COMMODITIES PRIVATE LIMITED, its directors, officers, employees, and agents from and against any and all losses, claims, liabilities, obligations, damages, deficiencies, judgements, actions, suits, proceedings arising out of or in relation to corporate benefits, IPO refund, Foreign Exchange Management Act (FEMA), share transfer, dematerialization of securities, rematerialization of securities, dividends, interests, etc. that may arise due to name discrepancy or due to non compliance or any liability suffered or incurred or fastened on to Affluence due to Affluence accepting this 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 the same before signing it. That this Declaration, Indemnity-cum-Undertaking given by me to Affluence is by my absolute free will and without any coercions, undue influence, pressure, etc., and at present I am having sound health and mind.

**NOTE : Please mention N.A. for whatever is inapplicable and strike-off wherever unfilled.**

 (12/12) \_\_\_\_\_  
Client Signature

Clients Name :

DATE :

PLACE:

# Format for Board Resolution

(On the Company Letterhead)

**CERTIFIED TRUE COPY OF AN EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ LIMITED DULY CONVENED AND AT WHICH A PROPER QUORUM WAS PRESENT HELD AT THE REGISTERED OFFICE OF THE COMPANY AT \_\_\_\_\_ (ADDRESS) ON \_\_\_\_\_ (DATE)**

We hereby certify that the following resolution of the Board of directors of \_\_\_\_\_ LTD. was passed at the Meeting of the Board held on \_\_\_\_\_ and has been duly recorded in the Minutes Book of the said Company.

**“RESOLVED THAT** having regard to the object/s of the Company and to the operations of the Company and its future plans, the Company do open a Trading Account for dealing in shares and securities in Cash Segment and / or Derivative Segment on the National Commodity & Derivatives Exchange Ltd. (NCDEX) and / or Multi Commodity Exchange of India Ltd. (MCX) or National Spot Exchange Limited (NSEL) for the Company, with AFFLUENCE COMMODITIES PRIVATE LIMITED in the name and style of \_\_\_\_\_ (name of the co.) \_\_\_\_\_ LIMITED” and Mr. \_\_\_\_\_ Director of the Company be and is hereby authorized to negotiate and finalize the terms and conditions for opening the account and completing the formalities.

**“FURTHER RESOLVED THAT** Mr. / Mrs. / Ms. \_\_\_\_\_ and Mr. / Mrs. / Ms. \_\_\_\_\_ the Directors and Mr. / Mrs. / Ms. \_\_\_\_\_ the Authorised Person in this behalf, be and are hereby jointly and severally authorized to sign and execute necessary forms and KYC disclosures and agreements as might be required for the purpose of opening the Trading Account/s as aforesaid and THAT they are also authorized to as such to operate the said account for and on behalf of the Company”

**“FURTHER RESOLVED THAT** a certified copy of the said resolution be communicated to AFFLUENCE COMMODITIES PRIVATE LIMITED with the specimen signatures of all the aforesaid officials by the Chairman of the meeting / company.

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

CERTIFIED TRUE COPY

Date :   -   -

For, \_\_\_\_\_ LTD.

## Signatory

### SPECIMEN SIGNATURES

	NAME		SIGNATURE
1.	Mr. _____		_____
2.	Mr. _____		_____

## Format of Delcaration by Sole Proprietor

(On the Letterhead of Firm)

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

**Affluence Commodities Private Limited**

**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

Dear Sir,

I refer to the Trading Account Opened with you in the name of \_\_\_\_\_ and declare and authorise you as under.

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per regulation. To facilitate the operation of the above trading account with you and for the purpose of completing the delivery/collateral/margin obligations pursuant to the trading operation, I authorize you to recognize the Beneficiary Account No. \_\_\_\_\_ (NSDL) with Depository Participant \_\_\_\_\_ and Account No. \_\_\_\_\_ (CDSL) with Depository Participant \_\_\_\_\_ opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that all the aforesaid obligation of the firm will be handled and completed through transferred to/from the above mentioned account. I recognised and accept transfers made by you to the beneficiary account as completed discharge of your obligations in respect of trades executed in the above trading account of the firm.

**Signature (Please sign with stamp of the firm)**

 Client's Signature

Further I the undersigned am the sole proprietor of the firm and am solely responsible for the liabilities there of. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be personally liable to you for all the obligations that the firm may incur in the course of dealing with you and undertake to personally discharge such liabilities.

**Signature (Please sign without stamp of the firm)**

 Client's Signature

## Format for HUF Declaration and Consent Letter

(On the Letterhead of HUF)

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

**Affluence Commodities Private Limited**

**Regd. Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

With regard to Beneficiary Account No. (BO ID) \_\_\_\_\_ and Trading Account \_\_\_\_\_ maintained in the name & style " \_\_\_\_\_ " with DP/Trading

We the following family members, being the co-parceners in the HUF account \_\_\_\_\_

M/s. \_\_\_\_\_ do hereby give our consent that the said Karta, viz \_\_\_\_\_

would operate above mentioned BO ID / Trading account as far as shares transactions of the HUF account is concerned.

**Details of our HUF and all its co-parceners are stated as mentioned below:**

Sr. No.	Name of Family Member	Date of Birth (DD/MM/YYYY)	Gender	Relationship with Karta	Signature

I, hereby state that details mentioned above are true and any change in them would be intimated to you in writing.

Title of HUF/ Karta \_\_\_\_\_

Signature  
(HUF Rubber stamp)





# **FFLUENCE**

## **COMMODITIES PRIVATE LIMITED**

Registered Office : 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Praladnagar, Satellite, Ahmedabad - 380 051.

Phone : +91 79 6777 6555 Fax : +91 79 6777 6556 E-mail: [info@affluencetrade.com](mailto:info@affluencetrade.com)

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