



Dhwaja

Dhwaja Commodity Services Pvt. Ltd

CLIENT REGISTRATION FORM (INDIVIDUAL / HUF / FIRM / CORPORATE)



Client Name : _____

Client Code : _____


MEMBERSHIP NO. : MCX - 35780 • NCDEX - 01024 • NMCE - CL0434

FMC CODE NO. : MCX/TCM/CORP/1549 • NCDEX/PM/CORP/0999 • NMCE/TCM/CORP/0360

INDEX

Sr. No.	Contents	Brief Significance	Page no
MANDATORY			
1	Client Registration form for Individual and Nonindividual	Information required of the client	1 to 4
2	Member - Client Agreements for MCX	Agreement For Trading in the Exchange	5 to 6
3	Member - Client Agreements for NCDEX	Agreement For Trading in the Exchange	7 to 10
4	Member - Client Agreements for NMCE	Agreement For Trading in the Exchange	11 to 12
5	Combine Risk Disclosure Documents & Investor's Rights Obligations for MCX	This documents lists the various risks associated with trading on commodity exchange in derivative instruments lists the various investors right & obligation	13 to 16
6	Combine Risk Disclosure Documents for NCDEX	This documents lists the various risks associated with trading on commodity exchange in derivative segment	17 to 18
7	Combine Risk Disclosure Documents for NMCE	This documents lists the various risks associated with trading on commodity exchange in derivative segment	19 to 20
NON -MANDATORY / VOLUNTARY			
8	General Terms & Conditions	Voluntary General terms & Conditions for smooth functioning of operation.	21 to 22
9	Standing Instructions Letter from Client	Letter for smooth functioning of operations.	23 to 24
10	Electronic Contract Note Letter (ECN)	Confirmation from client for receipt of contract notes / other document electronically	25
11	Running Account Authorisation	Authority to the trading Member to maintain a Running Account	26
12	Declaration of Sole Proprietorship Firm / HUF	Declaration Clauses for smooth functioning of operation.	27
13	Partnership Letter / Board Resolution	Authority letter for smooth functioning of operation.	28
14	Do's & Don'ts	Do's & Don'ts specified by Exchange	29 to 30
15	Request For Receiving SMS	SMS Alerts	31
MANDATORY			
16	Brokerage Slab	List of brokerage applicable on various types of Trades	

Instructions for filling up and completing the account opening documents

- Please fill all information in CAPITAL LETTERS.
- Please ensure that the form is properly filled up. Attached with copies of the documents and complete in all respects.
- Pin code is compulsory in the address details.
- Affix Rubber Stamp wherever signature is required - for non individuals.
- Sign all Documents where "  " is mentioned.
- Original Documents will be required for verification at the time of submission of form.
- Email address is compulsory.
- Each client should use separate registration form. If members of a family wish to open accounts, each member should fill up a separate form. Account cannot be opened in joint names.
- Please provide separate sheet for additional information (if required).
- Copy of PAN Card/Passport/Voter ID/Driving Licence of all Partners & authorised Officials.
- Passport size photograph of all partners & authorised persons.
- Proof of Demat Account (It should be joint a/c where all the partners are signatories).
- Copy of latest Income Tax return filed.
- Authority letter by all partners in favour of authorised person.
- List of all partners and their residential addresses.

HUF:-

- All documents and annexures of Karta (As required for an Individual).
- Copy of PAN Card of HUF.
- Signature of Karta and all major co-parceners on the declaration.
- Copy of latest Income Tax Return filed.

List of Documents to be submitted

Individual :-

- Copy of PAN Card.
- Identity proof - (Copy of anyone of the following)
(i) Passport (ii) PAN Card (iii) Voter ID (iv) Driving Licence
- Address Proof (Copy of anyone of the following)
(i) Driving Licence (ii) Passport (iii) Ration Card (iv) Voter ID (v) Telephone Bill (last 2 months) (vi) Electricity Bill (last 2 months) (vii) Bank Statement (viii) Rent Agreement.
- Proof of all Demat Accounts.
- Bank documentary proof with Name & A/C No. on it.
- Photocopy of cancelled cheque.
- Copy of latest Income Tax Return filed.

Proprietorship Firm :-

- All documents and annexures of Proprietor as required for Individual.
- Declaration on the Letterhead of the Firm.
- Copy of latest Income Tax Return filed.

Partnership firm :-

- Certified true copy of the Partnership Deed.

Corporates :-

- Copy of PAN of the Company.
- Board resolution approving participation in equity/derivative trading and naming authorized person for dealing in Securities/Derivatives.
- Certified true copy of Balance Sheet for last two years (Copy of balance sheet to be submitted every year).
- Passport size photograph of all Directors & authorised Officials.
- Latest share holding pattern (Copy of share holding to be submitted every year).
- Proof of Demat Account.
- Identity proof & address proof of authorised Person.
- List of Directors, Wholtime Directors and Promoters and residential address.
- Certified copy of Memorandum and Articles of Association of the Company (Containing clause to deal in Equity / Derivative market).
- Networth Certificate certified by Chartered Accountant (to be submitted every year).
- Letter from Bankers certifying account number and period for which the company account has been operative and attestation of signatures of Promoters/Directors/Key Managerial Persons.
- Copy of latest Annual Return filed.

Dhwaja Commodity Services Pvt. Ltd

Registered Office : 602/603, Sanjar Enclave, Opp Milap Cinema, Kandivali (W), Mumbai - 400 067.
Tel No - 42552700 Fax No - 42552728

MEMBERSHIP NO. : MCX - 35780 • NCDEX - 01024 • NMCE - CL0434
FMC CODE NO. : MCX/TCM/CORP/1549 • NCDEX/PM/CORP/0999 • NMCE/TCM/CORP/0360

FOR INDIVIDUAL CLIENT REGISTRATION FORM

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

CLIENT INFORMATION

Name of the client : _____

PAN Number : _____ Sex : Male / Female

Date of Birth : ____/____/____ Marital Status : Single / Married

Qualification Graduate Post Graduate Profession Other

Res. Status : Indian / NRI /Others _____

Residence Address : _____

City: _____ Pin Code: _____ State : _____

Country: _____ Nationality: _____ Tel.: _____

Mob.: _____ Fax :(STD) _____ Email (Compulsory): _____

Correspondence Address : _____

Please affix and sign
across the photograph



BANK ACCOUNT DETAILS		DEPOSITORY ACCOUNT DETAILS	
Account No.: _____		Client ID : _____	
A/c Type : Savings / Current / NRI / Others		DP ID : _____	
Bank Name : _____		DP Name : _____	
Address : _____		Client Name : _____	
MICR No.: _____			
IFSC for NEFT/RTGS : _____			
(Copy of a cancelled Cheque Leaf / Pass Book / Bank Statement containing name of the constituent should be submitted as proof.)		(Copy of a client master report / transaction statement containing name of the constituent should be submitted as proof.)	
Note : Details of Bank and Demat Account through which transactions will generally be routed.			
Sales Tax Registration Details	Reg. Date	Reg.No.	Validity Period
Local Sales Tax Details			
Central Sales Tax Details			

OCCUPATION DETAILS	
<input type="checkbox"/> Salaried <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional <input type="checkbox"/> House Wife <input type="checkbox"/> Others	
SALARIED Name of Employer : _____ Office Address: _____ _____	SELF EMPLOYED Name of Establishment : _____ Office Address: _____ _____
Tel.: _____ Fax : _____	Tel.: _____ Fax : _____
Note : We hereby disclose that we undertake proprietary trading in addition to client broking business. Email ID for redressal of Investor Grievances : investor.help@dhwaja.com	

Note : If PAN is not available, the reasons thereof. Whether declaration as per the format prescribed by IT dept. given

FOR NON - INDIVIDUAL CLIENT

ACCOUNT TYPE (Tick One) : Firm Corporate Others _____

1. BILLING DETAILS (Please fill in Name & address as it should appear on Contracts / Bills)

Name (as in PAN CARD)

M/S _____

Registered Address :

_____ City: _____ Pin Code: _____

State : _____ Country: _____ Nationality: _____ Tel.: _____

Mob.: _____ Fax : (STD) _____ Email (Compulsory): _____

2. DETAILS OF FIRM / CORPORATE / OTHERS

Correspondence Address : _____

_____ City: _____ Pin Code: _____

State : _____ Country: _____ Nationality: _____ Tel.: _____

Mob.: _____ Fax : (STD) _____ Email (Compulsory): _____

Date of Incorporation											Date of Business Commencement										
Nature of Business																					
Registration No.																					
PAN Card No.																					
Sales Tax Registration Details	Reg. Date						Reg.No.						Validity Period								
Local Sales Tax Details																					
Central Sales Tax Details																					

3. DETAILS OF PARTNERS / DIRECTORS (Please see Annexure A)

4. NAME AND DESIGNATION OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY / FIRM / OTHERS (as per Board Resolution / Partnership Letter)

Name	Designation	Phone No.
		+91-
		+91-
		+91-

5. OTHER DETAILS

BANK ACCOUNT DETAILS	DEPOSITORY ACCOUNT DETAILS
Account No. : _____	DP Name : _____
A/c Type : Savings / Current / NRI / Others	DP ID : _____
Bank Name : _____	Client ID : _____
Branch : _____	Client Name : _____
MICR No. : _____	
IFSC for NEFT/RTGS : _____	

ANNEXURE - A

PERSONAL DETAILS OF DIRECTORS / MANAGING DIRECTORS / PARTNERS / KARTA OF HUF / AUTHORISED SIGNATORY

Full Name			
Designation			Please Affix Your Recent Passport Size PHOTOGRAPH & Sign Across
Residential Address			
Date of Birth		Sex : Male / Female	
Qualification		Nationality :	
PAN No. (Compulsory)	Telephone No.		
Fax No.:		Mobile No.	
Email :			

Full Name			
Designation			Please Affix Your Recent Passport Size PHOTOGRAPH & Sign Across
Residential Address			
Date of Birth		Sex : Male / Female	
Qualification		Nationality :	
PAN No. (Compulsory)	Telephone No.		
Fax No.:		Mobile No.	
Email :			

Full Name			
Designation			Please Affix Your Recent Passport Size PHOTOGRAPH & Sign Across
Residential Address			
Date of Birth		Sex : Male / Female	
Qualification		Nationality :	
PAN No. (Compulsory)	Telephone No.		
Fax No.:		Mobile No.	
Email :			

Note : Use separate Sheets for additional person, if required

(APPLICABLE FOR INDIVIDUAL & NON INDIVIDUAL CONSTITUENTS)**FINANCIAL DETAILS**

Income Range (Per Annum): (Tick where applicable)

- Below Rs. 1 Lac Rs. 1 Lac to Rs. 5 Lacs Rs. 5 Lacs to Rs. 10 Lacs
 Rs. 10 Lacs to Rs. 25 Lacs Above Rs. 25 Lacs Networth as on ____/____/20

Annual Reports

Please provide a certified true copy of the annual report of last 3 financial year. If the company has not completed 3 financial years of its operation, then copy of Annual Report for such completed financial year is to be submitted. A copy of Annual Report is to be submitted every year.

INVESTMENT / TRADING EXPERIENCE

- No. of years in Stock _____ No. of years in **Commodity Market** _____
 No Prior Experience No. of years in Other investment related fields : _____

TRADING PREFERENCE (Please tick in the relevant boxes)

- MCX NCDEX NMCE ALL  _____

REGISTRATION WITH OTHER BROKER / MEMBER (if registered with multiple brokers, provide details of all.)

Name of Broker : _____ Clg. No.: _____

Name of the Exchanges : _____ Client Code No.: _____

Period From : _____

Details of any action taken by FMC / SEBI / Stock Exchange/any other authority against the constituent or its Partners / Promotors / whole time Directors / Authorised persons in charge of dealing in securities for violation of securities laws/ other economic offences.

- Yes No (If yes, please provide the details)

Whether registered as a member with exchange / sub-broker with SEBI / Employee of any other member

- Yes No (If yes, please provide the details)

Collateral Details :

	Cash	Marketable Securities	Bank Guarantees	Immovable Property	Jewellery	Others (Specify)
Collateral's Declared Value						
% Haircut						
Assigned Value						

REFERENCES

Introduction: Introduced by another constituent / director / employee / any other person :

Name of the Introducer : _____

PAN No. of Introducer : _____

Introducer Signature

Address: _____

It is Declare that I/We/the firm/the company :

The information furnished above is true to the best of my knowledge and belief.
I undertake to inform changes in any of the above points in writing immediately to the Exchange.
I enter into agreement to abide by all the terms and conditions of the Exchange.

Date : ____/____/20

  _____

Place : _____

(Signature of the Client)

For office Purpose:

Client Code: _____

Verified by: _____ Authorized by : _____
(Name) (Name)

Note: In case of Joint names / family members, each client will have to use separate form for each person separately.

AGREEMENT BETWEEN MEMBER AND CLIENT (MCX)

This Agreement is made at _____ this _____ day of _____ 201__ by and between **:M/s. Dhwaja Commodity Services Pvt. Ltd** a company duly formed and registered under the Companies Act 1956, having its registered office at 602/603, Sanjar Enclave, Opp. Milap Cinema, S. V. Road, Kandivali (W), Mumbai - 400 067., (Hereinafter called 'Member') and Mr./Mrs./M/s

_____, Individual/HUF/Proprietorship/Firm/Company/Trust/Other body duly formed and registered under the Relevant Act, having his/her/its residence/registered Office and/or place of business at

(hereinafter called "Constituent or Client"),



Witnessth:

Whereas the member is registered as MEMBER OF THE EXCHANGE of MULTI COMMODITY EXCHANGE OF INDIA LIMITED (hereinafter called MCX).

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

Whereas the CLIENT has satisfied itself of the capability of the MEMBER OF THE EXCHANGE to deal in those contracts admitted for dealing on the MCX 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 your handling derivatives transactions carried out on the MCX, I agree that

- 1) I have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading these instruments and I am fully responsible for my dealings in these instruments.
- 2) I shall be bound by the Bye-Laws, Rules, Business Rules, and Customs of the MULTI COMMODITY EXCHANGE OF INDIA LIMITED and the Clearing House of the Exchange.
- 3) I shall deposit with you monies, Warehouse Receipts or other property, which may be required to open and/or maintain my account or maintain my position.
- 4) I shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures contracts as fixed from time to time by the Exchange.
- 5) I shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6) 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.

7) I 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 derivative contracts held in my account with you. I 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 Commodity 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 therefrom.

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 Mumbai for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Business Rules of the Exchange.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

The Client's Signature/ Authorised Signatory :		For Dhwaja Commodity Services Pvt. Ltd	
			
Signed by :		Signed by : X	
Title :		Title :	
Name of the CLIENT :			
Witnesses :		Witnesses :	
1. Name		1. Name	
Sign		Sign	
2. Name		2. Name	
Sign		Sign	

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time as so agreed to in writing between the parties.

AGREEMENT BETWEEN MEMBER AND CLIENT (NCDEX)

This Agreement is made at _____ this _____ day of _____ 201__ by and between **M/s. Dhwaja Commodity Services Pvt. Ltd** a company duly formed and registered under the Companies Act 1956, having its registered office at 602/603, Sanjar Enclave, Opp. Milap Cinema, S. V. Road, Kandivali (W), Mumbai - 400 067., (Hereinafter called 'Member') and Mr./Mrs./M/s

_____, Individual/HUF/Proprietorship/Firm/Company/Trust/Other body duly formed and registered under the Relevant Act, having his/her/its residence/registered Office and/or place of business at

(hereinafter called "Constituent or Client"),

Witness

Whereas the member is registered as TRADING AND CLEARING MEMBER (Member) of NATIONAL COMMODITY AND DERIVATIVES EXCHANGE (hereinafter called "NCDEX" or the "Exchange")

Whereas the Constituent is desirous of investing/trading in those contracts admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the Constituent has satisfied itself of the capability of the Member to deal in those contracts admitted for dealing on the Exchange and wishes to execute its orders through the Member and the Client shall continue to satisfy itself of such capability of the Member before executing any orders through the Member.

Whereas the Member has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the Constituent and objectives relevant to the services to be provided.

Whereas the Member has taken steps and shall take steps to make the Constituent aware of the precise nature of the Member's liability for spot and derivative market business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the Member agreeing to handle the transaction on NCDEX on my/ our behalf, I/We, the Constituent hereby agree that

1) I / We have read the Risk Disclosure Document

appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.

- 2) I / We shall be bound by the constitutions, bylaws, rules, regulations, and customs of NCDEX
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
- 5) I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
- 6) All monies, securities or other property, which you may hold on my / our account, shall be subject to a general lien for the discharge of my / our obligations to you under this agreement.
- 7) I / We hereby authorize you, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my/our account with you. I/We will reimburse any or all such incidental expense incurred by you.



∞

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

1. The agreement entered into between the Member and the Constituent 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 till the date 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 Constituent or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodity which the Constituent has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Constituent and the Constituent or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.
3. All trades, transactions and contracts are subject to the Rules, Bye - Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
4. The Member hereby undertakes to maintain the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law; Provided however that the Member shall be allowed to share the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent with parties / entities other than required under law with the express permission of the Constituent.
5. **Provisions in case of Default:**

In the event of a default of a Member on his own account, the Constituent's money shall not be utilized to meet the Member's liabilities. In such cases, the Constituent's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Constituent because of such action would be recoverable by the Constituent

from the Member. In the event of failure of the Constituent to fulfill his obligations to the Member, the Exchange or the Clearing House, the Constituent's position may be closed out and the money, if any, of the Constituent available with the Member or with any other Member or the Exchange, may be adjusted against the Constituent's liabilities / obligations.

The Professional Clearing Member (PCM), if opted by the Constituent to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the Constituent shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.

6. Collateral:

The Constituent shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Constituent. The mark up margin shall be subject to the change from time to time as may be decided by the Member and /or the exchange.

7. Utilization by Member of the Initial Deposit by the Constituent:

The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent. The Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.

8. Payment of Margins:

The daily margin requirement can be adjusted against the collateral maintained by the Constituent with the Member. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Constituent shall deposit the additional margins as required by the Member. The Constituent shall also be

obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Constituent shall not be permitted to create any new open positions, until receipt of such additional margin.

If the Constituent defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Constituent shall be obliged to fulfill such additional margin requirements.

9 Receipts & Payments of Premium MTM:

The Member will block up-front from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Constituent shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Constituent's liability towards MTM loss against the initial deposit maintained in cash by the Constituent, provided a written request is given by the Constituent to the Member to this effect. If the Constituent defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

On a written request from the Constituent, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Constituent and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Constituent.

10.If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Constituent's other outstanding

positions, without prejudice to the Member's right to recover the damage from the Constituent. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

11.The Constituent acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Constituents) would be transactions for purchase and sales between the Constituents inter-se and the Constituents would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

12.The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.

13.All trades, transactions and contracts are subject to the Rules and Regulations 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 Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Trade Obligations:

The Constituent shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange.

In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Constituent shall pay to the Member, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Constituent, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Constituent shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Constituent to create any new open positions, until receipt of such additional margin requirement.

If the Constituent defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial

charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

Deliveries:


The Constituent will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. Member shall submit the same to the Exchange.

The Exchange at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Constituent and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member Constituent shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Constituent shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time.

Constituent shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counterparty Constituent or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.

Constituent shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

The Client's Signature/ Authorised Signatory :		For Dhwaja Commodity Services Pvt. Ltd	
			
Signed by :		Signed by : X	
Title :		Title :	
Name of the CLIENT :			
Witnesses :		Witnesses :	
1. Name		1. Name	
Sign		Sign	
2. Name		2. Name	
Sign		Sign	

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time as so agreed to in writing between the parties.

TRADING MEMBER AND NON MEMBER CLIENT AGREEMENT (NMCE)

This Agreement is made at _____ this _____ day of _____ 201__ by and between **M/s. Dhwaja Commodity Services Pvt. Ltd** a company duly formed and registered under the Companies Act 1956, having its registered office at 602/603, Sanjar Enclave, Opp. Milap Cinema, S. V. Road, Kandivali (W), Mumbai - 400 067., (Hereinafter called 'Member') and Mr./Mrs./M/s

_____, Individual/HUF/Proprietorship/Firm/Company/Trust/Other body duly formed and registered under the Relevant Act, having his/her/its residence/registered Office and/or place of business at

(hereinafter called "Constituent or Client"),



Witness

Whereas the member is registered as EXCHANGE MEMBER of NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED (hereinafter called NMCE).

Whereas the NON MEMBER CLIENT is desirous of trading in those contracts admitted for dealing on the NMCE as defined in the Bye Laws, Rules and Regulations of NMCE.

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

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

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

In consideration of your handling derivatives

transactions carried out on the NMCE, I agree that

- 1) I have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading these instruments and am fully responsible for my dealings in these instruments.
- 2) I shall be bound by the Bye Laws, Rules, Regulations, and Customs of the NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED and the Clearing House of the Exchange.
- 3) I shall deposit with you monies, Warehouse Receipts or other property, which may be required to open and/or maintain my account.
- 4) I shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures contracts as fixed from time to time by the Exchange.
- 5) I shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6) 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.

7) I 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 derivative contracts held in my account with you. Any or all such incidental expenses incurred by you will be reimbursed by me.


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 Trading Member and the NON MEMBER 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 NON MEMBER CLIENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodity which the NON MEMBER CLIENT has ordered to be bought or sold, the Trading Member may with the approval of the Exchange, close out the transaction of the NON MEMBER CLIENT and the NON MEMBER CLIENT or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

3. All trades, transactions and contracts are subject to the Rules, Bye Laws and Regulations 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 Regulations of the Exchange.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

The Client's Signature/ Authorised Signatory :		For Dhwaja Commodity Services Pvt. Ltd	
			
Signed by :		Signed by : X	
Title :		Title :	
Name of the CLIENT :			
Witnesses :		Witnesses :	
1. Name		1. Name	
Sign		Sign	
2. Name		2. Name	
Sign		Sign	

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time as so agreed to in writing between the parties.

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT/ CLIENT BEFORE ENTERING INTO COMMODITY FUTURES CONTRACTS/ DERIVATIVES MARKET/ TRADING AND SHOULD BE READ IN CONJUNCTION WITH CLIENTS'/ CONSTITUENTS'/ INVESTORS' RIGHTS & OBLIGATIONS, BYE LAWS, RULES AND BUSINESS RULES OF THE MULTI COMMODITY EXCHANGE OF INDIA LTD.(MCX).

MCX/Forward Markets Commission (FMC) does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has MCX/FMC 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 MCX and suffer adverse consequences or loss, you shall be solely responsible for the same and MCX its Clearing House and/ or Forward Markets Commission 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 Constituent/ 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 MCX.

It must be clearly understood by you that your dealings on MCX 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, client registration form, execution of an agreement etc. and are subject to

Rules, Byelaws and Business Rules of the MCX and its Clearing Corporation/Clearing House, guidelines prescribed by FMC from time to time and circulars as may be issued by MCX or its Clearing Corporation/Clearing House from time to time.

MCX 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 MCX 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 or authorize someone to trade for you, 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 Multi Commodity Exchange (MCX).

i. Risk of Higher Volatility

a. 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 Commodity/ 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 Commodity 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 a Commodity.

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

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 MCX 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/Closeouts.
- 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. 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 commission, 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 clients, please refer to Appendix 1 enclosed with this document.

- 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 MCX.

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

I hereby acknowledge that I have received and understood this risk disclosure statement and **Appendix 1** containing my rights and obligations.

18  _____

Client's Signature

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

Date : _____ (dd/mm/yyyy)

Place: _____

INVESTOR'S RIGHTS AND OBLIGATIONS
Appendix - 1 of Annexure XIII of Business Rules

1. 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.
2. 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.
3. Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
4. Furnish all such details in full as are required by the member as required in "Know Your Clients" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by the Exchange at any time, as is available with the investor.
5. Execute a Member-Client agreement in the form prescribed by the Exchange.
6. Ensure that a contract note is issued to you by the member in the prescribed format which contains the details of transaction(s). Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, and client code allotted to you and showing the brokerage separately. Contract notes are required to be issued by the member to the investors within 24 hours from the close of trading hours when the trade is executed. Member may also issue digitally signed contract note in electronic form at your request subject to the compliance of all the provision of IT Act, 2000 or in hard copy.
7. Facility of trade verification is available on the MCX website (www.mcxindia.com) where details of trade as mentioned in the contract note may be verified up to seven days from the date of execution of the trade.
8. Ensure that payment! delivery of warehouse receipts is given well in advance to the member prior to the date of pay-in announced by the Exchange or its Clearing Corporation/Clearing House. Payment should be made only by account payee cheque in favor of the member and receipt or acknowledgment towards what such payment is made and receipt! acknowledgment for warehouse receipts delivered to the member, be obtained from the member. Delivery of warehouse receipts in demat, is made to the pool account of the member rather than to the beneficiary account of the member. In case pay-out of money is not received within 48 hours after pay-out announced by Exchange or its Clearing House, Clearing Corporation, please follow-up with the concerned member for its release. In case, pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investor Grievances Division of the MCX.
9. Every member is required to send a complete periodical 'Statement of Accounts', for both funds and Commodity settlement to each of his/her/its clients, at such period as may be prescribed from time to time. You should report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the member. In case, the error is not rectified or there is a dispute, ensure that you refer such matter to the Investor Grievances Division of the MCX without delay.
10. In case of a complaint against Member, you should address the complaint to the office as may be specified by the MCX from time to time.
11. 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 MCX, ensure that you lodge a claim with MCX or its Clearing Corporation/ Clearing House within the stipulated period and with the supporting documents.
12. In case, where a member is declared a defaulter or expelled from membership, MCX 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 MCX, ensure that you lodge a claim with MCX within the stipulated period and with the supporting documents.
13. Claim against a Defaulter/ Expelled Member found to be valid as per the prescribed relevant Rules/Bye-laws of the Exchange and Guidelines of the Investors' Protection Fund (IPFI, the Relevant Authority of the Exchange/Committee will disburse the amount of compensation from the IPF to the extent of maximum amount fixed by the Exchange or the actual claim amount, whichever lower. The balance claim amount if any shall be paid on pro-rata basis out of the amounts realized by the Exchange from the assets vested with the relevant authority/ Committee of the Exchange, if the amount realized from the assets is inadequate.
14. In case of any claim, difference or dispute between you and the member arising out of or in relation to trades, contracts and transactions, the same shall be taken-up with the Member directly for conciliation with or without intervention of the Exchange. If the said claim, difference or dispute persists, you may refer the same to arbitration in accordance with the provisions of the Rules, Bye-laws and Business Rules of the Exchange within 6 months from the date of last transaction or delivery or payment effected between you and the member.

RISK DISCLOSURE DOCUMENT - NCDEX

(This document should be read by each and every prospective constituent before entering into derivatives trading and should be read in conjunction with Regulations of National Commodity & Derivatives Exchange (NCDEX)).

NCDEX has not passed the merits of participating in this trading segment nor has NCDEX passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Risk of loss in trading in derivatives can be substantial. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Derivatives trading thus require not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in the Futures segment, the constituent shall be solely responsible for such loss and the Exchange shall not be responsible for the same and it will not be open for any client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the member. The client will be solely responsible for the consequences and no contract can be rescinded on that account.

RISKS INVOLVED IN TRADING IN DERIVATIVES CONTRACTS

Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'.

Derivatives trading which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparisons with the principal investment amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

I. Futures trading involves daily settlement of all positions. Every day the open positions are

marked to market based on the Settlement price. If the settlement 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 next day.

- II. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position. In this case, you will be liable for any losses incurred due to such closeouts.
- III. Under certain market conditions, an investor may find it difficult or impossible to execute 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.
- IV. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. 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.
- V. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

Risk-reducing orders or strategies

The placing of certain orders (e.g., "stop-loss" orders, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" positions, may be as risky as taking simple "long" or "short" positions.

Suspension or restriction of trading and pricing relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions.

Deposited cash and property

You should familiarise yourself with the protections

accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property that 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, the same shall be subject to arbitration as per the byelaws / regulations of the Exchange.

Commission and other charges

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


Trading facilities

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. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms.

Such limits may vary you; should ask the firm with which you deal for details in this respect.

This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The constituent should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have read and understood this risks in the disclosure statement and retained a copy of these.

19  _____

Client's Signature

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

Date : _____ (dd/mm/yyyy)

Place: _____

(THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE NON MEMBER CLIENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH THE REGULATIONS OF NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED (NMCE))

NMCE has not passed the merits of participating on the Exchange nor has NMCE passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Risk of loss in trading in derivatives can be substantial. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Derivatives' trading thus requires not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in trading on the Exchange, the Non Member Client shall be solely responsible for such loss and the Exchange or Forward Markets Commission shall not be responsible for the same and it will not be open for any Non Member Client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the member. The Non member Client will be solely responsible for the consequences and no contract can be rescinded on that account.

RISKS INVOLVED IN TRADING IN DERIVATIVES CONTRACTS

Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. 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 derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involves daily settlement of all

positions. Every day the open positions are marked to market based on the closing level of the index. If the index 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 next day.

- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Exchange member may liquidate a part of or the whole position or substitute Commodity. In this case, you will be liable for any losses incurred due to such Close Outs.
- C. Under certain market conditions, a Non Member Client may find it difficult or impossible to execute 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
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. 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.
- E. You must ask your Exchange Member to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

Risk-reducing orders or strategies

The placing of certain orders (e.g., "stop-loss" orders, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" positions, may be as risky as taking simple "long" or "short" positions.

Suspension or restriction of trading and pricing relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions.

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 insolvency or bankruptcy. 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 Exchange member, the same shall be subject to arbitration as per the Bye laws and Regulations of the Exchange.

Commission and other charges

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


Trading facilities

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. Your

ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the Clearing House and/or Exchange Member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The Non Member Client should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have read and understood this risks in the disclosure statement and retained a copy of these.

20  _____

Client's Signature

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

Date : _____ (dd/mm/yyyy)

Place: _____

GENERAL TERMS & CONDITIONS (VOLUNTARY)

1. The Stock broker shall issue contract notes in the format prescribed by the Stock Exchange to the Client. The contract note may be in physical or electronic (digitally signed) form. The client agrees to receive contract notes in electronic (digitally signed) form over email/via internet downloading. The procedure for sending/receiving such digitally signed electronic contract notes shall be separately established in writing by both parties.
2. The Client hereby authorizes the Stock broker to appropriate credits lying in his/its group/family accounts on the Cash and/or Derivatives segment of the Exchange through issue of cheques or by passing journal entries for the same.
3. All orders of the Client shall be routed through the computerized trading system of the Exchange via - Computer Systems of the stock broker. The stock broker shall not be responsible for any failure to enter/modify/cancel orders facilities on account of any technical, mechanical, power or similar failures of its systems, including suspension of trading by the Exchange, or any other circumstances beyond the control of the Stock broker.
4. In case of the client residing/located outside the State of Maharashtra as per the billing address mentioned in the client registration Form, any liability of Stamp Duty, if and when claimed, by the respective State Government where the client is residing / located, shall be settled by and between the Client and the respective State Government directly, and the Stock broker shall not be held responsible for this liability. For Clients residing / located in Maharashtra, the Stock Broker shall pay stamp duty as applicable to the State of Maharashtra.
5. The client agrees that any securities / funds placed by him/it as margin may in turn be placed as margin by Stock broker with the Exchange by way of securities/ funds including Bank Fixed Deposits as the Stock Broker may deem fit. No interest shall be paid to the client on such deposits unless expressly agreed upon separately in writing between the Stock Broker and the Client. The client authorizes the Stock broker to do all such acts, deeds and things as may be necessary and expedient for placing such securities / funds with the Exchange as margin.
6. In case of delay of payment by the Client to the Stock broker on its due date, the Stock broker in respect of such delayed payment will charge interest. The said delayed payment shall include amounts payable by the Client to the Stock broker in respect of daily margin and mark to market and other related margins and pay in obligations. Interest will be levied at the maximum rate of 18% p.a. for the delayed period.
7. All fines penalties and charges levied on you due to my / our transactions / deeds / actions are recoverable by you from my / our account(s).
8. The Client agrees that it will not make any third party payment (other than what is specified in the Client agreement /KYC). In case of such payment being made, the Client agrees to intimate the broker, in writing of the same. The Client also agrees that the broker may accept or reject such third party cheques / payments and the Client will not hold the broker responsible for any loss incurred in such cases.
9. **Tape recording of Client conversation** : The Client is aware that the Stock Broker tape-records the conversation between the client or the Client's representative and the Stock Broker, either personally or over the telephone and the Client hereby specifically permits the Stock broker as and when required to resolve disputes in connection with the transaction.
10. For the purpose of this agreement the term "Dues of Client" shall include the amount of funds payable by the Client including, but not limited to the purchase price of the securities, Brokerage, Margin money, Service Tax, Turnover Tax, Auction Debit and Charges, Services Charges, and other amount agreed to and payable by the Client to the Stock Broker.
11. The Client shall deposit with the Stock Broker in cash / securities or other property, which may be required to open and / or maintain his / her, their accounts. All funds, securities or other properties, which Member may hold on Client account, shall be held subject to general lien for the discharge of Client's obligations to member under this agreement.

12. The Broker shall not take any responsibility for unexecuted orders. All on-line Best-Market orders would not be presumed as executed unless confirmed as trade by the respective exchanges trading system.
13. The securities sold through the Broker on my / our account are belonging to me /us as legal, rightful and beneficial owner /s. I / We take full responsibility of any dispute regarding the title of the securities sold through the Broker and state that I / we will deal only in those securities that would be rightly owned by me / us.
14. The Client agrees that it will not transfer any securities from any demat account (other than what is specified in the Client agreement / KYC). In case of such transfers are being made the Client agrees to intimate the broker, in writing of the same. The Client also agrees that the broker may accept or reject such third party transfers and the Client will not hold the broker responsible for any loss incurred in such cases.
15. Any queries related to my / our contract / bill / deliveries shall be brought to the notice of the Broker within 48 hrs of the receipt of contract / confirmation and / or bill.
16. The Client agrees that it will not indulge in manipulative traders or indulge in any sort of activity related to the trading in securities, which are prohibited under law.
17. Notification: The client agrees to furnish such details including details as regards financial positions, assets, liabilities, etc., as and when required to do so by Stock Broker or Sub Broker.
18. PROVISIONS OF MONEY LAUNDERING ACT, 2002:
 - a) The Client has read and understood the provision of Money Laundering Act 2002 applicable from 1st July 2005.
 - b) The Client agrees to comply with the said Act.
 - c) The Client shall inform the Compliance / Principal Officer of DSSPL of series of transaction integrally connected to each other, which have been valued for more than 10 lakh or its equivalent where such series of transaction take place within a calendar month.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

The Client's Signature/ Authorised Signatory :		For Dhwaja Commodity Services Pvt. Ltd	
			
Signed by :		Signed by : X	
Title :		Title :	
Name of the CLIENT :			
Witnesses :		Witnesses :	
1. Name		1. Name	
Sign		Sign	
2. Name		2. Name	
Sign		Sign	

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed in writing between the parties.

VOLUNTARY DOCUMENT STANDING INSTRUCTION LETTER FROM CLIENT

In addition to the above mentioned details certain standing instructions are taken by the brokers from the clients for smooth functioning of the business. Given below is a format of one such standing instruction letter:

I am aware that the below mentioned points are voluntary and I have an authority to set aside or revoke any of them whenever I want to. I am giving this authorization for my operational convenience.

From : Name of the Client : _____

Client Code : _____ Date : ____/____/20__

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave, Opp. Milap Cinema,
S.V. Road, Kandivali (W), Mumbai - 400 067.

Sub : Letter of Standing Instructions

I hereby willfully and unconditionally issue following standing instructions with references to personal discussion between us:

1. I / we are agreeable to receive the contract notes / statement of accounts for funds, securities and margins, digitally signed by you instead of physical documents, on our email address _____ or alternatively on _____.
2. I / we have been informed by the trading member that in case the trading member does not received any bounced mail or delivery failure notice it would tantamount to successful delivery of the contract notes and other documents.
3. I / we will make payments to you for bills raised by you. I / we am / are agreeable for maintaining running account and instruct you that no funds / Shares be issued to me / us towards credit balance in my account, unless specifically demanded by me / us and only to the extent of amount demanded by me / us.
4. a) The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by an Authorized representative of the CLIENT shall be binding on the CLIENT. The CLIENT hereby authorises his representative (s) _____ or _____ to trade and transact in securities for and on behalf of the CLIENT. In the event of Authorized representative(s) being replaced it shall be the responsibility of the CLIENT to inform the MEMBER of the change in writing failing which the CLIENT shall be responsible for the trade obligations arising out of the actions of both the representative(s), old as well as the new representative(s).
b) If any transaction(s) under this agreement or under any other agreement or otherwise with the MEMBER, has/have been executed on behalf of the CLIENT by any other person, not mentioned above and the same has/have been accepted by CLIENT from time to time on the basis of the contract note(s)/bills/any other correspondence dispatched/communicated to the CLIENT by the MEMBER and/or by part or full settlement of the said transaction(s) by the CLIENT, then such transaction(s) shall be deemed to be executed by the person Authorized by the CLIENT and the CLIENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).
c. The CLIENT shall be bound by all transactions undertaken by the MEMBER pursuant to the instructions of the above said persons.
5. I / we are agreeable that the credit balance of funds and shares be treated as margin for both cash and derivatives segment.
6. I / we am / are agreeable for transfer of credit balances in margin account / client account of cash segment towards adjustment debit balance in margin account / client account of derivatives segment and vice versa.
7. I / We am / are agreeable for transfer of credit balance in margin account / client Account of derivatives segment of MCX / NCDEX / NMCE against debit balance in margin account / client of derivative segment of MCX / NCDEX / NMCE and viceversa.
8. I / we am / are agreeable for inter-settlement transfer of securities towards pay-in/pay-out of securities in the future/past settlements.
9. I / we am / are agreeable for and authorise you to withheld funds pay-out towards all the applicable margins and debits.
10. As regards the placement of orders, although you had insisted on written instruction for placing orders, considering the practical difficulties

faced by me / us in complying the same, I / we would request you to accept orders placed verbally on telephone.

11. I/We have noted that you trade on your PRO/OWN account
12. I/We shall not indulge in any sub-broking activities nor issue bills/contracts/confirmation notes to anyone else for trades done in our client code.
13. The client agrees that the Stock Broker shall not be liable or responsible for non execution of orders placed through trading terminals / website or through any other mode due to the failure of any system or link or due to any other reason whatsoever. The Stock Broker also reserves the right of refusing to execute any particular transaction.
14. The Client agrees that any failure by Stock Broker to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
15. The Client is responsible for all orders, including orders that may be executed without the required margin, the client shall whether or not the Stock Broker intimated such shortfall in margin to the client, Instantaneously make up the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheque or money order or account transfer or any other mode.
16. The client hereby agrees and indemnifies, and shall always keep the Stock Broker indemnified against all such action and / or claims, costs, charges, damages, losses and expenses which may be incurred, suffered and / or sustained by the Stock Broker with respect to any third party cheque(s) and / or delivery of shares, which may be given by the client to be credited in the account of the client.
17. Compliance with Prevention of Money Laundering Act, 2002, (PMLA) as amended till date and the rules, regulations and guidelines framed thereunder :
The Client confirms that all the information which may be required by the stock broker to enable it

to comply with the provisions of the PMLA and the rules, regulations and guidelines framed thereunder has been disclosed including issues related to "beneficial ownership", if any and also undertakes to provide the same on an on-going basis whenever required

The Client agrees to keep the stock Broker informed of any change in the information provided earlier in this regard immediately in writing.

18. All fines / penalties and charges levied upon you due to my acts / deeds or transactions may be recovered by you from my accounts.
19. **Close out incase of Internal Shortage:**
Client hereby agrees that if he/she/it has short delivered any securities against his/her/its pay in obligation which resulted into internal shortage i.e. buys position of another client of the stock broker and couldn't be auctioned in the market than close out price will be 10 % above the closing price on the Auction Day or closing price of first trading day of the settlement whichever is higher. Such other percentage as may be revised by the stock broker from time to time. In case of the Purchaser he/she/it will receive a credit of the amount calculated as per the above formula.
20. We the below mentioned members have been regularly trading and investing with you on the Stock Exchanges, MCX/NCDEX/NMCE. For the purpose of operations with you, we agree to be treated as family account. In order to facilitate operations we hereby authorise you to set off the outstanding in any of the above mentioned account against credits available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any Exchange and/or against the value of cash margin or collateral shares provided to you by any member(s) of the family. We agree to intimate you from time to time of any additions or deletions of CLIENTS to the said family. We agree that any shall take effect only on completion of settlement and adjustment of balances in all accounts of the Clients belonging to the family. In order to facilitate operations, we authorise you to maintain a running account instead of settlement to settlement clearance of dues or delivery of securities to us. We have affixed our signatures consenting to the above mentioned terms of adjustments.

Sr. No.	Client Code of Family Members / Associates	Name of Family Members / Associates	Signatures of Client
1.			
2.			
3.			

These standing instructions are valid from the date the account is opened and will be valid until revoked.
Thanking You,

Yours Faithfully,

Client's Name _____ Client's Signature  _____

AUTHORIZATION FOR ELECTRONIC COMMUNICATION (VOLUNTARY)

FROM : _____

DATE : _____

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave,
Opp Milap Cinema, Kandivali (W), Mumbai - 400 067.

Dear Sir,

SUB : DIGITALLY SIGNED ELECTRONIC CONTRACT NOTE AUTHORIZATION

I/We understand that you are giving an option to me/us to receive contract notes of by way of Digitally Signed Electronic Contract Notes (ECN) through E-mail. I/We understand that these digitally signed contract notes are valid legal contracts as per Stock Exchange/SEBI rules and recognized under Information Technology Act, as well as other acts in India. I/We wish to inform you that I/We would like to avail of this facility. In this regard I/We state the following :

1. The electronic delivery of digitally signed contract note shall be accepted by me/us as valid contract.
2. The digitally signed contract note should be sent to my/our E-mail address as under, which has been created by me/us.

3. The dispatch of the above digitally signed contract note from your end shall constitute delivery of the same and it shall be my/our responsibility to check my/our E-mail for the same.
4. Non receipt OR bounced mail notification by you shall amount to delivery of the contract at my/ our E-mail id.
5. Discrepancy if any shall be brought to your notice within 24 hours of dispatch of the digitally signed contract note failing which the contract shall be deemed as accepted and acknowledged into.
6. You are also authorized to send me/us account statement / other notices periodically through the same channel.
7. Contracts shall also be available for viewing / download at www.dhwaja.com for a period of 15 days.
8. Any change in email-id shall be communicated through a physical letter.
9. I / We shall bring any dispute arising from the statement of account or settlement so made, to your notice within 7 working days from the date of receipt of funds / securities or statement, as the case may be.

Yours truly,

 _____

Signature

(Please affix stamp of HUF / Sole Proprietorship / Firm / Corporate if applicable)

RUNNING ACCOUNT LETTER (VOLUNTARY)

FROM : _____ DATE : _____

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave,
Opp Milap Cinema, Kandivali (W),
Mumbai - 400 067.

Dear Sir,

Ref: Authorization to maintain running accounts for transactions and retention of securities.

I/We hereby authorize you to maintain running account(s) for transactions executed through **Dhwaja Commodity Services Pvt Ltd**. On any of the commodity exchanges and set off any outstanding debits on account of initial margin / mark-to-market and / or other settlement accounts against any credits lying in the above mentioned accounts or any other accounts maintained by you. Incase of delivery taken and obligation not fulfilled, I/We also authorize you to retain Commodity received n payout on my/our account with you towards margin in any exchange. Any charges on account of retaining Commodity will be borne by me/us.

My/Our unique code number is: _____.

This authorization shall be effective unless intimated otherwise.

Yours Faithfully,

26  _____

Client Signature.

**DECLARATION TO BE SIGNED BY THE PROPRIETOR OF
SOLE PROPRIETORSHIP FIRM**

FROM : _____ DATE : _____

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave,
Opp Milap Cinema, Kandivali (W), Mumbai - 400 067.

Dear Sir,


I refer to the account opened by you in the name of M/s _____

I declare as under :

I the undersigned am the sole proprietor of the firm and solely responsible for the liabilities thereof.

I shall advise you in writing of any change that takes place in the constitution of the firm and I will be liable to you for any obligation which may be standing in the firm's name in your books on the date of receipt of such notice and until all such obligations have been liquidated.

Yours truly,

 _____

Signature
(Please affix stamp of Sole Proprietorship Firm)

HUF DECLARATION

FROM : _____ DATE : _____

To,
Dhwaja Commodity Services Pvt. Ltd.
602/603, Sanjar Enclave, Opp. Milap Cinema,
S.V. Road, Kandivali (W), Mumbai - 400 067.

Dear Sir,

I hereby request you to open our Trading Account with you, for our HUF.

Being Karta of my family, I hereby declare that following is the list of family members in our HUF as on date of Application:

Sr. No	Name of Family Members	Relation	Date of Birth

I hereby also declare that the particulars given by me as stated above are true as on date for making this Application to open new Account.

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that any changes in the constitution of HUF will be immediately intimated by me.

Yours truly,

 _____

Signature
(Please affix stamp of HUF)

PARTNERSHIP LETTER (FIRMS)

(To be signed by partners in individual capacity w/o rubber stamp)

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave,
Opp Milap Cinema, Kandivali (W), Mumbai - 400 067.

Dear Sir,

We the undersigned are partners in the firm carrying on business under the name and style of M/s _____ and wish to register the firm with you as client for the purpose of trading I investment business on MCX/NCDEX/NMCE.

Any/all transactions entered into with you by all or anyone or more of us and all obligations incurred by all or anyone or more of us shall be binding on the firm and all or anyone or more of us and also the assets of the firm shall be liable for all dues to you with respect to dealings on MCX/NCDEX/NMCE.

In addition, we authorise the following person/persons to conduct dealings on behalf of the firm with you and all transactions entered into with you by all or anyone or more of them and all obligations incurred by all or any one or more of them shall be binding on the firm and all or anyone or more of us and also the assets of the firm shall be liable for all dues to you with respect to dealings on MCX/NCDEX/NMCE.

Name of Authorized Person/s

Signature of Authorized Person/s

1. _____

2. _____

This letter shall operate and be effective notwithstanding any provision on our deed of partnership which may conflict with any of the terms herein.

Name of Partners

Signature of Partners

1. _____

2. _____

BOARD RESOLUTION (CORPORATES)

(On the letterhead of the company)

Certified copy of an extract from the minutes of the meeting, of the Board of Directors of _____ duly convened and at which a proper quorum was present, held at _____ on the _____ day of _____ 20_____

We hereby certify that the following resolution of the Board of Directors of _____ was passed at a meeting of the Board held on _____ and has been duly recorded in the minute book of the said company:

Resolved that the company be and is hereby Authorized to open a client account/s with Dhwaja Commodity Services Pvt. Ltd for the purpose of undertaking dealings/transactions on all segments of MCX/NCDEX/ NMCE.

Resolved further that the company also trade in the Derivative segment and Mr. _____ is hereby authorised to take decisions with respect to the same. We have discussed that trading in the Derivative segment is risky, but the returns are also quite higher at times and accordingly we have decided to trade in the Derivative segment. The company would be bound by the derivative transactions as may be entered on the companies behalf.

Resolved further that Mr. _____ is hereby Authorized to operate the account and to conduct all dealings on behalf of the Company with Dhwaja Commodity Services Pvt. Ltd for the above purpose.

Certified True Copy

Date : _____

_____ Chairman of the meeting

_____ Secretary

DO'S & DON'TS IN COMMODITY FUTURES MARKET

A. DEALING IN COMMODITY FUTURES

Do's

- ✓ Read, understand and be updated about the guidelines and circulars of the Exchange and of the Forward Markets Commission.
- ✓ Refer and understand all the provisions of Forward Contracts (Regulations) Act, 1952 dealing with futures trading in Commodity and amendments thereof from time to time, including provisions and rates relating to the sales tax, value added tax, APMC Tax, Mandi Cess and Tax, octroi, excise duty, stamp duty, etc., applicable on the underlying commodity of any contracts offered for trading by NCDEX/MCX.
- ✓ Read the commodity contracts circulars issued by NCDEX/MCX and carefully note the contract specifications of the commodity in which you wish to trade. The contract specifications are subject to change from time to time.
- ✓ Before entering into buy and sell transactions please be aware of all the factors that go into the mechanism of pricing, trading and clearing.
- ✓ Read the product note of the commodity in which you wish to deal to understand the commodity and parameters that impact on the trading and settlement of the commodity.
- ✓ Understand the Delivery & Settlement Procedures of the commodity that you wish to deal in the futures market.
- ✓ Study historical and seasonal price movements of the commodity that you wish to deal in the futures market.
- ✓ Keep track of Governments' Policy announcements from time to time of the commodity that you wish to deal in the futures market.
- ✓ Apply your own prudent judgment for investments in commodity futures and take informed decisions.
- ✓ Comply with Taxation and other Central Government/State Governments regulatory issues.
- ✓ Go through all Rules, Bye Laws, Regulations Circulars and directives issued by NCDEX/MCX.
- ✓ Since the investment is based on various types of margins, be aware of the risks associated with your positions in the market and margin calls made from time to time.
- ✓ Collect/Pay Mark-to-Market margins on your futures positions on a daily basis from/to your member.
- ✓ Be aware of your risk taking ability and fix stop-loss limits. Liquidate your positions at such levels to reduce further losses, if any.
- ✓ In case of any doubt/problems, contact Exchange's Help Desk — for NCDEX 66406008 & email at askus@ncdex.com and for MCX at 66474000.

Don'ts

- ✗ Do not fall prey to market rumours.
- ✗ Do not go by any explicit/implicit promise made by analysts/advisors/experts/ market intermediary until convinced.
- ✗ Do not deal based on Bull/Bear run of commodity markets sentiments.
- ✗ Do not go by the reports/predictions made in various print and electronic forms without verification.
- ✗ Do not trade on any product without knowing the risk and rewards associated with it.

DO'S & DON'TS IN COMMODITY FUTURES MARKET

B. DEALING WITH MEMBERS

Do's

- ✓ Trade only through registered members of the Exchange. Check with the Exchange to see whether the member is registered with the Exchange.
- ✓ Insist on filling up a standard 'Know Your Client (KYC)' form and on getting a Client-Id.
- ✓ Insist on reading and signing standard 'Risk Disclosure Agreement'.
- ✓ Cross check the genuineness of trades carried out at NCDEX/MCX through the trade verification facility available on NCDEX/MCX website. In case of NCDEX the trades can be verified online at www.ncdex.com/marketdata/hist_trade_verification.aspx where trade information is available up to 3 working days from the trade date.
- ✓ While trading through an authorized person ensure that a duly signed contract note has been issued by the member or its authorized persons for every executed trade, highlighting the details of the trade along with your unique Client-Id.
- ✓ Obtain receipt for collaterals deposited with the member towards margins.
- ✓ Go through the Rules, Bye-laws, Regulations, Circulars, directives, notifications of the Exchange as well as of the Regulators, Governments and other authorities and details of Client-Trading Member Agreement to know your rights and duties vis-à-vis those of the member.
- ✓ State clearly who will be placing orders on your behalf. Give precise and clear instructions while placing, modifying or canceling orders.

DO'S & DON'TS IN COMMODITY FUTURES MARKET
B. DEALING WITH MEMBERS

Do's
<ul style="list-style-type: none"> ✓ Ask all relevant questions and clear your doubts with your member before transacting. ✓ 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. ✓ Insist on receiving the bills for every settlement. ✓ Insist on periodical statements of your ledger account. ✓ Scrutinize minutely both the transaction as well as the holding statements that you receive from your Depository Participant. ✓ Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession. ✓ Ensure that the DIS numbers are pre-printed and your account number (Client-Id) is mentioned in the DIS book. ✓ Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently. ✓ Pay required margins in time and only by Cheque and ask for receipt thereof from the member. ✓ Deliver the Commodity in case of sale or pay the money in case of purchase within the time prescribed.

Don'ts
<ul style="list-style-type: none"> ✗ Do not start trading before reading and understanding the Risk Disclosure Agreement and entering into the prescribed agreement with the Member. ✗ Do not deal with unregistered intermediaries even if their charges are lower and/or margins are lesser. ✗ Do not undertake off-market transactions in Commodity with a member of the Exchange, unless such member records in the agreement for sale, note or memorandum that he is selling/purchasing the goods as the case may be, for his own account and obtains a consent from you in respect thereof as required u/s 15 (4) of the Forward Contracts (Regulation) Act, 1952. ✗ Do not neglect to set out in writing, orders for higher value given over phone. ✗ Do not accept unsigned/duplicate contract note/confirmation memo. ✗ Do not accept contract note/confirmation memo signed by any unauthorized person. ✗ Do not delay payment/deliveries of Commodity to member. ✗ Do not get carried away by luring advertisements, rumours, hot tips, promise of unrealistic returns, etc. ✗ Do not forget to take note of risks involved in the investments. ✗ Do not sign blank Delivery Instruction Slips (DIS) while furnishing securities deposits and/or keep them with Depository Participants (DP) or broker to save time.

DO'S & DON'TS IN COMMODITY FUTURES MARKET
C. RIGHTS OF A CLIENT

Do's
<ul style="list-style-type: none"> ✓ In case of any disputes with the Member regarding the trades done on the Exchange platform, the client could contact the Exchange for suitable redressal as per Bye laws of the Exchange including use of mediation/arbitration mechanisms of the Exchange. The clients would be required to produce copies of the agreements entered into by them with their member, for obtaining relief through the process of arbitration. Hence, clients are advised to obtain copies of signed agreement from members and keep such copies with them. Further, all copies of all correspondence to and from members may be preserved for producing them to the arbitrators, if required. ✓ All rights as per the Rules, Bye Laws and Regulations of the Exchange are available to a client in respect of all transactions traded on the Exchange and for which the clients have a contract note duly issued by the member. ✓ In case of any disputes in respect of the trades on the Exchange or in the contract notes or any complaint against the member, take up the issue with member directly. In case of non-resolution, file written complaint against the member with the Exchange within

30 

(In case of Non-Individual attest company seal)

REQUEST FOR RECEIVING SMS (Voluntary)

To,
Dhwaja Commodity Services Pvt Ltd.
602/603, Sanjar Enclave,
Opp. Milap Cinema, S.V Road,
Kandivali West,
Mumbai 400 067.

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

Dear Sir(s),

I/We the undersigned am/are in the process of registering with Dhwaja Commodity Services Pvt Ltd. as a client for executing my/our Commodity market trades on the Multi Commodity Exchange of India Ltd, and/or National Commodity & Derivatives Exchange Ltd, and/or National Multi Commodity Exchange Ltd.

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

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

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

Thanking You,

Client Signature: 31  _____

Name: _____

Client Code: _____

Date: _____

Date: _____

Name: _____

Client Code: _____

E-mail: _____

To,
Dhwaja Commodity Services Pvt. Ltd
602/603, Sanjar Enclave,
Opp Milap Cinema, Kandivali (W), Mumbai - 400 067.

Sub : Confirmation of Receipt of Executed documents.

With reference to my registration as client with you for Multi Commodity Exchange (MCX) / National Commodity and Derivative Exchange (NCDEX) / National Multicommodity Exchange (NMCE), I/We hereby confirm that I/We have received copies of the following executed documents:

1. Copy of Member Client Agreement of MCX, NCDEX & NMCE
2. Copy of Know Your Clients Form (KYC).
3. Risk Disclosure Documents (RDD).
4. Running Account Letter.
5. Policies and Procedures.
6. All Other executed documents.
7. PMLA Literature.

Thanking You,
Yours Faithfully,

32 

Signature of Client

Name of the Client: _____

BROKERAGE SCHEME

	Max. (%)	Min. (Ps.)
Delivery		

	1st Leg		2nd Leg	
	Max. (%)	Min. (Ps.)	Max. (%)	Min. (Ps.)
Trading				
Derivatives				

I/We have received a copy of the KYC Document executed by me

Receiver's Signature 33  _____

FOR OFFICE USE ONLY

Unique Client Code : _____ Brokerage Slab : _____

Branch : _____ Sub Broker / Remisier: _____

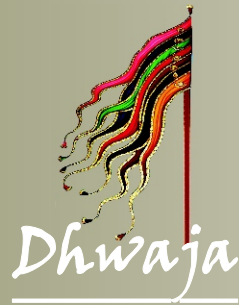
Group : _____ Family _____

IN PERSON VERIFICATION & INTERVIEW DONE BY

Signature : _____ Name of Employee : _____

UCC Uploaded by : _____ Date : ____/____/20

Front Office Mapin by : _____



Dhwaja Commodity Services Pvt. Ltd

Registered Office :

602/603, Sanjar Enclave, Opp Milap Cinema,
Kandivali (West), Mumbai - 400 067.

Tel No - 42552700 • Fax No - 42552728

Email : contact@dhwaja.com

Website : www.dhwaja.com