



www.bnkcapiat.com

BNK COMMODITIES PRIVATE LIMITED

Regd. Office: 2, Palm Avenue, Kolkata 700 019

Phone No: 2281 0560/0561/0562

Exchange	Membership ID No.	FMC Unique Member Code
MCX	12755	MCX/TCM/CORP/0483
NCDEX	00213	NCDEX/TCM/CORP/0480

CLIENT REGISTRATION KIT

Name of the Constituent / Client :

FOR OFFICE USE ONLY:

1. CONSTITUENT / CLIENT CODE :
2. ACCOUNT OPENED ON :
3. SALESMAN CODE :
(EMPLOYEE CODE /
SUB BROKER CODE
ASSIGNED BY THE
BROKERAGE FIRM)
4. AGREEMENT SIGNED
ON :
MCX
NCDEX
5. BRANCH
6. VERIFIED BY :
7. AUTHORISED BY :

CLIENT REGISTRATION FORM: INDIVIDUAL CONSTITUENTS / CLIENTS

To
BNK Commodities Pvt. Ltd.
 2, Palm Avenue
 Kolkata - 700019
 Contact No: 033-22810560/61/62

PHOTOGRAPH

Sign across the
 Photograph

Exchange	Membership ID No.	FMC Unique Member Code
MCX	12755	MCX/TCM/CORP/0483
NCDEX	00213	NCDEX/TCM/CORP/0480

Dear Sir

We request you to register us as your client. The Details of Registration is as under :

- (01) Full Name : _____
- (02) Date of Birth /Age : _____
 DD/MM/YY
- (03) Gender : _____
 Male / Female
- (04) Occupation : _____
- (05) Nationality : _____
- (06) Residential Status Resident Indian /
 Non-Resident Indian /Others : _____
- (07) Permanent Account Number (PAN) : _____
- (07A) If PAN is not available, the reasons thereof : _____
- (07B) Whether declaration as per the format
 prescribed by the Income Tax
 department given? : _____
 YES/NO

- | | |
|--|---|
| <p>(08) Correspondence Address:</p> <ul style="list-style-type: none"> • House No : _____ • Street : _____ • City : _____ • Pincode : _____ • State : _____ • Country : _____ • Telephone Number : _____ • Mobile Number : _____ • Fax Number : _____
 (including STD code) • Email ID : _____ | <p>(09) Residential Address:</p> <ul style="list-style-type: none"> • House No : _____ • Street : _____ • City : _____ • Pin code : _____ • State : _____ • Country : _____ • Telephone Number : _____ |
|--|---|

- (10) Name of Introducer : _____
- (11) Address of Introducer : _____

(12) Details of Bank Account:

- Name of Bank : _____
- Address of Bank & Telephone no : _____
- Account Number of the Bank & Account Type : _____
- Date of Opening Account : _____

(13) Annual Income in Last Three Years:

Year 1	Year 2	Year 3

(14) Sales Tax / VAT Registration Details:

- Local Sales Tax / VAT : _____
State Registration No. (Please give details of all States where you are registered)
- Validity Date : _____
- Central Sales Tax/VAT Registration No : _____
- Validity Date : _____

(15) Constituent / Client Profile:

Producer	Trader	Consumer	Other (Please Specify)	All

(16) Interested in Commodities:

Agro Commodities	Precious Metals	Base Metals	Energy	Oils	Others (Specify)	All

(17) Collateral Details:

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

(18) Depository Account Details:

- Depository Name : _____
- DP ID : _____
- Client ID : _____

(19) Details of Registration with other Exchanges:

- Name of Exchange : _____
- Name of Broker : _____
- Broker Code : _____

(20) PROOF OF IDENTITY (ANY TWO):

- Passport : _____
- Driving License : _____
- Ration Card : _____
- Voters Identity Card : _____
- Copy of Income Tax Return : _____

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.

I enter into agreement to abide by all the terms and conditions of the Exchanges as applicable from time to time.

Authorized Signature

Place:

Date:

For office Purpose:

Client Code :

Verified by: _____
(Name)

Authorized by : _____
(Name)

Note : :

- Please submit a letter from the banker certifying account number and the period from which this account is in operation.
- Each client has to use one registration form. In case of joint names / family members please submit separate form for each person.
- Original documents may be verified at the time of filing of application.
- The information given above would be confidential. However, if the information is required by any government agency, it may be given to them.

Documents to be submitted along with Client Registration Form :

- Proof of Residence (Copy of Passport / Ration Card / Driving License / Voters Identity Card).
- Letter from the Banker, certifying the Account Number and the period from which this Account is in operation.
- Copy of latest Income Tax Return
- Self certified photocopy of the PAN Card or Declaration, if the client does not have PAN, in the form prescribed by the Income Tax Department.

Client Registration Form : Non - Individual Constituents / Clients

To
BNK Commodities Pvt. Ltd.
2, Palm Avenue
Kolkata - 700019
Contact No: 033-22810560/61/62

PHOTOGRAPH
of any one of the
Authorised Signatory

Exchange	Membership ID No.	FMC Unique Member Code
MCX	12755	MCX/TCM/CORP/0483
NCDEX	00213	NCDEX/TCM/CORP/0480

Sign across the
Photograph

Dear Sir

We request you to register us as your client with MCX and NCDEX. The Details of Registration is as under :

(01) Name of the Company / Firm : _____

(02) Constituent / Clients Profile : _____
(Producer / Trader / Consumer)

(03) Details of Registered Office :	(04) Correspondence Office :
• House No : _____	• House No : _____
• Street : _____	• Street : _____
• City : _____	• City : _____
• Pincode : _____	• Pin code : _____
• State : _____	• State : _____
• Country : _____	• Country : _____
• Telephone Number : _____	• Telephone Number : _____
• Mobile Number : _____	• Mobile Number : _____
• Fax Number : _____ (including STD code)	• Fax Number : _____ (including STD code)
• Email ID : _____	• Email ID : _____

(05) Date of Incorporation : _____
DD/MM/YY

(06) Date of Commencement of Business : _____

(07) Names of Promoters / partners : _____
Key Managerial Personnel of the company / firm (*further details as per Annexure I)

(08) Net Worth (Certified) as on _____
(DD /MM/YY)(Excluding Revaluation Reserves) : _____

(09) Permanent Account Number (PAN) : _____

(09A) If PAN is not available, the reasons thereof : _____

(09B) Whether declaration as per the format
Prescribed by the Income Tax
Department given? : _____
YES/NO

(10) Name of Introducer : _____

(11) Address of Introducer : _____

(12) Details of Bank Account:

• Name of Bank : _____

• Address of Bank & Telephone no : _____

• Account Number of the Bank & Account Type : _____

• Date of Opening Account : _____

(13) Annual Income in Last Three Years:

Year 1	Year 2	Year 3

(14) Sales Tax / VAT Registration Details:

• Local Sales Tax / VAT : _____
State Registration No. (Please give details of all States where you are registered)

• Validity Date : _____

• Central Sales Tax/VAT Registration No : _____

• Validity Date : _____

(15) Constituent / Clients Profile:

Producer	Trader	Consumer	Other (Please Specify)	All

(16) Interested in Commodities:

Agro Commodities	Precious Metals	Base Metals	Energy	Oils	Others (Specify)	All

(17) Collateral Details:

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

(18) Depository Account Details:

• Depository Name : _____

• DP ID : _____

• Client ID : _____

(19) Details of Registration with other Exchanges:

• Name of Exchange : _____

• Name of Broker : _____

• Broker Code : _____

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.

I enter into agreement to abide by all the terms and conditions of the Exchanges as applicable from time to time.

Authorized Signature (With Seal)

Place:

Date:

Authorized Signature (With Seal)

Place:

Date:

For office Purpose (To be completed, signed and authorized by member)

Client Code:

Verified by: _____

(Name)

Authorized by : _____

(Name)

Note :

- Please submit a letter from the banker certifying account number and the period from which this account is in operation.
- Please submit a Copy of Memorandum and Articles of Association / Partnership Deed.
- Original documents may be verified at the time of filing of application.
- The information given above would be confidential. However, if the information is required by any government agency, it may be given to them.

Checklist of Enclosures for Corporate Clients:

- Details of the Corporate Entity
- Proof of Date of Incorporation
- Copy of Memorandum and Articles of Association (Applicable to Corporate Entity) / Partnership Deed (Applicable to Partnership Firm).
- Board Resolution authorizing the company officials to execute all the deeds/ operations with the Exchange on behalf of the company, or Letter of Partnership firm (letterhead) authorizing partners to execute all the deeds / operations with the Exchange on behalf of firm.
- Copies of Annual Reports of last three years.
- Net Worth Certificate by a Chartered Accountant.
- Letter from the Banker, certifying the Account Number and the period from which this Account is in operation.
- Copy of Income Tax return.
- Personal Details of Promoters / Directors:
- Salary Certificate.
- Proof of Residence (Copy of Passport / Ration Card / Driving License / Voters Identity Card)
- Self certified photocopy of the PAN Card or Declaration, if the client does not have PAN, in the form prescribed by the Income Tax Department.

ANNEXURE -I

DETAILS OF PROMOTERS / PARTNERS / KEY MANAGERIAL PERSONNEL

(01) Full Name : _____

(02) Designation : _____

(03) Residential Address:

• City : _____	• Pin code : _____
• State : _____	• Country : _____
• Telephone Number : _____	• E-mail : _____

(04) Qualification : _____ (05) Experience : _____

(06) Equity Stake : _____ (07) Income Tax No (PAN / GIR) : _____

(08) Residential Status Resident Indian / Non-Resident Indian /Others : _____

(09) Details of Bank Account:

- Name of Bank : _____
- Address of Bank & Telephone no : _____
- Account Number of the Bank & Account Type : _____
- Date of Opening Account : _____

(10) PROOF OF IDENTITY (ANY TWO):

- Passport No & Expiry Date : _____
- Driving License : _____
- Voters Identity Card : _____
- Ration Card : _____
- Copy of Income Tax Return : _____

Place:

Date:

Signature

Declaration and affirmations and Authorization by the client to BNK Commodities PVT. Ltd. (BNK)

I/We _____ an individual/
Company /Trust/Firm/AOP or other body corporate formed and registered
under the _____ act, hereinafter called "CLIENT" having
its residence/registered office/place of business at _____

_____ hereby declare that:

- a) i) I/We are not acting as a sub-broker and all the transactions
executed by you are on our / my behalf only.
Or
ii) We/I am/ are acting as a Sub-broker and our/my registration
No. is _____.

(Copy enclosed)

- b) My/our Demat Account No. is as follows:
(Please use separate sheets for multiple accounts)

	NSDL	CDSL
DP Name		
DP ID		
Client ID No		

- c) I am/We shall not indulge in any transactions on my/our behalf or on
behalf of anybody which may be covered under Anti - Money Laundering
Act
d) I am/We are acceptable to brokerage rate charged by you and that
the brokerage rate may change from time to time as per your discretion.
e) I/We hereby authorize BNK to retain with them any money and
commodities/securities due to me/us, against any kind of margin and
till the time we demand the same from them. You are further authorized
to adjust my/our outstanding dues for meeting any future obligations.
The running credit in my/our account may be treated as our margin
deposit with you. I/We also authorize BNK to maintain my account as
current/running account with them.
f) The periodic statement of accounts sent to me by BNK shall be
acceptable and binding on me if not objected within 30 days of the
receipt of the same.
g) Authorization to accept verbal orders/modification/cancellation
instruction.
I/We authorize you to accept my/our verbal orders/ modification/
cancellation instruction. You are requested to accept verbal orders/
instructions on my/our behalf. You are also requested to confirm the
execution/non-execution of orders/instructions to me /us verbally. These
shall be deemed to have been given in writing and shall be subject to all

such terms and conditions as applicable to written contracts.
Such authorization shall be valid from commencement of business on
till termination of the Member Constituent/Client Agreement.

h) Authorization for electronic contract/information/accounts/transactions etc.

- (i) Any document, contract notes, statement of accounts or any
other advise sent to me/us in electronic form shall be acceptable
to me/us and shall be treated as physically delivered.
(ii) I/We shall access the contract notes/trade confirmation of trades
executed on their behalf on the trade date electronically through
such means/mode as may be provide by the Broker from time to
time. I/We understand that it is my/our responsibility to review
all confirmations, contract notes, statements, notices and other
communications including but not limited to margin and
maintenance calls. All information contained therein shall be
binding on the me/us, if I/We does not object, either in writing or
via electronic mail within 24 hours after any such documents are
available to the me/us.
(iii) In case I/We face any difficulty in opening any electronically
document sent by you, I/We shall make a request to you within
24 hours to send the same in physical form, without which it
shall be assumed that I/We am/are able to access the said
document.
(iv) I/We face shall take all the necessary steps to ensure
confidentiality of Login names and Passwords.

i) I/We have been made to understand that BNK also does proprietary
trading.

The following Person(s) is/are authorized to place/ receive verbal
orders/instructions on my/ our behalf.

1. _____
2. _____
3. _____

Signature of client with Rubber Stamp

Title:

Name:

Please enclose a copy of board resolution authorizing the above named
persons to deal on behalf of the Company.

MICR and PAN DECLARATION

To
BNK Commodities Private Limited
2, Palm Avenue , Kolkata - 700 019

Date:

Dear sir,

1. MICR

As per your requirement I/We have provided bank account number, bank name and address. At present my/our banker does not have MICR
facility. Thus I/We am/are unable to provide the MICR number as on date.

In case in future the said facility is available to me/us, I/We would intimate to you regarding the same with necessary proof and documentation.

2. PAN

I/We do not possess either PAN or GIR No. as on date. I/We have made /shall make necessary application for PAN no. I/We would intimate you
immediately in case I/We file Income Tax returns and/or PAN is allotted.

This is for your information and records.

Thanking you.

Yours truly

Signature of Client

Name:

Place:

Date :

RISK DISCLOSURE DOCUMENT – MCX

[THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CLIENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH THE REGULATIONS OF MULTI COMMODITY EXCHANGE OF INDIA LIMITED (MCX)]

MCX has not passed the merits of participating on the Exchange but has 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 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 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 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 Member of the Exchange may liquidate a part of or the whole position or substitute commodities. In this case, you will be liable for any losses incurred due to such Close Outs.

C. Under certain market conditions, a 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 Member of the Exchange 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 Member of the Exchange, 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 Member of the Exchange 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 Client should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have received and understood this risk disclosure statement.

Customer Signature

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

Date :

(DD / MM / YYYY)

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 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 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 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 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 received and understood this risk disclosure statement.

Customer Signature

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

Date :

(DD / MM / YYYY)

MEMBER AND CONSTITUENT AGREEMENT(NCDEX)

This agreement is made at _____ this day of _____, 20____ by and between BNK COMMODITIES PVT. LTD., a company duly formed and registered under the Companies Act 1956, having its registered office address at 2 Palm Avenue, Kolkata 700019, (hereinafter called "MEMBER"), and _____, a company / trust / firm / individual or any other body duly formed and registered under the _____ Act, having its registered office/ address at _____ (hereinafter called "CONSTITUENT").

WITNESSTH:

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 NCDEX as defined in the Bye - Laws of NCDEX.

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

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 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 atleast 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 commodities 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 there from.

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 & Payment 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 Counter-party 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.

SIGNED for and on behalf of THE Member : BNK Commodities Pvt. Ltd

By	Title
Signature	
Witness 1	Witness 2

SIGNED for and on behalf of THE Constituent:

By	Title
Signature	
Witness 1	Witness 2

Member - Client Agreement (MCX)

This agreement is made at this day of 20..... by and between . BNK COMMODITIES PVT. LTD., a company duly formed and registered under the Companies Act 1956, hereinafter called MEMBER OF THE EXCHANGE, having its registered office address at 2 Palm Avenue, Kolkata 700019, and a company / firm / individual or any other body duly formed and registered under the Act, hereinafter called CLIENT, having its registered office address at

Witnessed:

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 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 Commodities which the CLIENT has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the CLIENT and the CLIENT or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result 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.

SIGNED for and on behalf of THE Member : BNK Commodities Pvt. Ltd

By

Title

Signature

Witness 1

Witness 2

SIGNED for and on behalf of THE CLIENT :

By

Title

Signature

Witness 1

Witness 2