**Checklist for Membership**

|  |  |  |
| --- | --- | --- |
| **Sr No** | **Particulars** | **Submitted (Yes/No)** |
| **A.** | [**Application Form (Form A1)**](#_APPLICATION_FORM_&)   * All pages duly signed by Designated Directors/Managing Partners/Proprietor * Photo should be affixed * All details should be filled |  |
| **B.** | **Additional document:** |  |
|  | [Certified true copy of Board Resolution authorizing company directors/officials to apply and sign on behalf of Company](#_Board_Resolution) | (Only in case of Corporates) |
|  | [Undertaking from all partners authorizing the Managing Partner](#_Undertaking_from_all) | (Only in case of Partnership firm/LLP) |
|  | [Networth- C-1 Certificate and Computation](#_Format:_C-1_(Networth)   * Net worth should be computed as per prescribed method * Details should be given of each item considered in the computation * Even if the amount of any item involved in the computation is nil, it should be stated in the computation. * In case variable networth is “Nil” or “NA” kindly mention the reason for the same on the certificate. * Submit relevant financial statements |  |
|  | [Annexure C-2 Details of other Exchange and details of NISM certificate](#_Annexure_C-2)   * Duly signed by authorized signatory |  |
|  | [Annexure C-3 Details of Directors/Partners/Proprietor](#_Details_of_the)   * Duly signed by authorized signatories * Certified by CA |  |
|  | [Details of Shareholding and Directorship of Directors in other entities](#_Details_of_Shareholding)   * Duly signed by authorized signatories * Certified by CA |  |
|  | [Annexure C-4 - Details of Shareholding Pattern & promoter/non promoter group of Corporates](#_(Details_of_Shareholding)   * Duly signed by authorized signatories * Certified by CA * Attach shareholding pattern of corporate shareholder who is holding more than 10% | (Only in case of Partnership firm/LLP/Corporate) |
|  | [User ID Application Form (duly signed by One authorized signatory) and self-attested copy of Pan card of user](#_ANNEXURE_I) |  |
|  | [Algorithmic trading services Annexure](#_ANNEXURE_A-_Members) |  |
|  | [Declaration Regarding Association / Non-Association With Politically Exposed Persons (duly signed by two designated directors](#_DECLARATION_REGARDING_ASSOCIATION)) |  |
|  | [Disclosure with respect to Associates (duly signed by Authorised Signatory)](#_Disclosure_with_respect) |  |
| **C.** | **Undertaking:** |  |
|  | [**Trading Member Undertaking** **firm/LLP/Corporate**](#_TRADING_MEMBERSHIP_UNDERTAKING)   * On Rs. 500 Stamp Paper * Stamp Paper in the name of the company * Signed by Two authorized directors/all partners/sole proprietor/Individual on all pages & Notarized on all pages * Date of Notary and Date of Execution should be the same * Rubber Stamp/Seal on all pages * Witness name and sign on last page   All hand insertions /corrections signed by Authorized signatories |  |
| **D.** | [**Clearing member Documents (Only in case of TM)**](#_Clearing_Member_Affiliation) |  |
| 1. | Clearing Member Affiliation details |  |
| 2. | Letter from Clearing member for agreeing to clear the trades of TM(for commodity segment) |  |
| 3. | TM-CM Agreement(for commodity segment) |  |
| **E.** | **Other Supporting Documents:** |  |
|  | Copy of Memorandum of Association and Article of Association   * Copy of Certificate of Incorporation should be attested by applicant * First and Last page of MOA and AOA should be attested by applicant * In the main objet of MOA, ‘Stock broker’ should be the objects of the company | (Only in case of corporates) |
|  | Copy of partnership deed/LLP deed attested by applicant   * Registration certificate of Deed | (Only in case of Partnership firm/LLP) |
|  | Certified Copy of PAN card of Applicant and all Directors/Partners |  |
|  | Certified copy of Proof of Address of the Applicant and all Directors/Partners.  In case of submission of copy of Aadhar card as address proof, as per PMLA Rules, applicant/member needs to detached/blackout Aadhar number through appropriate means and also further need to provide the consent letter to submit copy of Aadhar card as address proof |  |
| 1. C | Certified copy of Proof of Education Qualification certificate of all Designated directors/ManagingPartners/Proprietor |  |
|  | Experience Certificate of all Designated directors/Managing Partners/proprietor attested by company   * Experience should be of Minimum two years in commodity /security market |  |
|  | Certified Copy of PAN card of shareholders who are holding are more than 2% | (Only in case of corporates) |
|  | Certified Copy of PAN card of compliance officer |  |
|  | NISM –series IIIA certificate of compliance officer attested by authorized signatory of applicant |  |
|  | NISM Series -VII - Securities Operations and Risk Management certificate of all the Designated Directors/Managing Partner/Proprietor |  |
|  | Copy of PAN card of Associates stamp and signed by authorized signatory of applicant |  |
|  | Self-attested copy of Pan of authorized signatory to verify the signature in PAN with specimen signature |  |
|  | Conduct Certificate from Bank /Reference letter from Bank with details of facilities availed. |  |
|  | Status/Conduct Certificate from the Other commodity/stock Exchange certified by applicant company |  |
|  | Last three years Copy of Income Tax Return certified by applicant company |  |
|  | Last three years audited financial statement to be submitted, certified by applicant company(not applicable for newly formed Co) |  |
|  | SEBI single registration copy attested by applicant company |  |
|  | GST registration copy and provide billing address |  |
| **F.** | **Fees and Deposits:** |  |
|  |  |  |
|  | 1. Processing fees (plus applicable tax) (onetime, non-refundable) 2. Admission Fee (plus applicable tax) (onetime, non-refundable) 3. Annual membership fees (plus applicable tax) (onetime, non-refundable)   **NEFT / RTGS for fees,** following are the Bank Account details:  1. Beneficiary Bank : HDFC Bank  2. Beneficiary Bank IFSC Code : HDFC0000060  3. Beneficiary Bank Branch : FORT  4. Beneficiary Customer Account : 00990690000747  5. Beneficiary Name : National Commodity &Derivatives Exchange Ltd | Refer the Fee & Deposit structure |
|  | Interest Free Security Deposit (IFSD)  (in the form of cash only) | Refer the Fee & Deposit structure |
|  | Base Minimum Capital(BMC) | Refer the Fee & Deposit structure |
|  |  |  |
| **G.** | **For Member Code Activation:** |  |
|  | Provide all Bank Accounts details /Demat Account Details as per circular No. NCDEX/COMPLIANCE-016/2016/239 dated September 27, 2016 |  |
|  | Nextra CTCL (NCTCL) Undertaking (Refer Circular No. NCDEX/TECHNOLOGY-073/2017/316 dated November 28, 2017)   * Donwload the format and checklist from the following path NCDEX website > Technology > CTCL > NCTCL Undertaking * Upload the digitally signed scan copy of undertaking through online module available on the Exchange website at the following path – NCDEX website > Technology > Forms > Revised Undertaking * The guidelines for preparing and submitting the undertaking is available in checklist |  |
|  | Copy of Insurance attested by authorized signatory of applicant |  |
|  | ISC Escalation Matrix Annexure A (Refer Circular No. NCDEX/INVESTOR SERVICES-006/2022 dated December 07, 2022) |  |
|  | Copy of Registration of Principal officer and designated director in FIU attested by authorized signatory of applicant |  |
|  | Submission of undertaking pursuant to Standard Operating Procedure in the cases of Trading Member leading to default.   * On Rs. 500 Stamp Paper * Stamp Paper in the name of the company * Signed by one authorised designated director/all partners/sole proprietor/Individual on all pages & Notarized on all pages * Date of Notary and Date of Execution should be the same * Rubber Stamp/Seal on all pages * Witness name and sign on last page * All hand insertions /corrections signed by Authorized signatories | As per the format |
|  | Base Minimum Capital undertaking should be submitted by the trading member mentioning the category to which the member belongs to(For Equity Segment) | As per the Format |

**(To be executed on the Letter Head of the Member)**

#### APPLICATION FORM & UNDERTAKINGS FOR MEMBERSHIP OF NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED (NCDEX)

**To,** Date:

**The National Commodity & Derivatives Exchange Ltd. (NCDEX)**

Membership Department

1st Floor, Akruti Corporate Park LBS Marg,

Kanjur Marg Mumbai- 400078

**KIND ATTENTION**

1. Please read the accompanying notes carefully before filling up the form.
2. Please attach all relevant documents along with this application.
3. Please use additional sheets to furnish information, wherever necessary.

-------------------------------------------------------------------------------------------------

1. **Name of Applicant:**
2. **Constitution/Category:** ***(Please tick whichever is applicable)***

* Individual
* Sole Proprietorship
* Partnership Firm
* Limited Liability Partnership (LLP)
* Corporate - Pvt. Ltd.
* Corporate - PublicLtd – Listed
* Corporate - Public Ltd – Unlisted
* Others – Please Specify

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Segment of membership applying for** | **Category of Membership {(Trading/ / Trading cum self-clearing (TCM)/ Trading cum clearing (STCM)** |
| 1. | **Cash** | TM |
| 2. | **Equity Derivatives** | TM |
| 3. | **Commodity Derivatives** | TM TCM STCM |

1. **Date of Birth/Incorporation/Registration:**
2. **PAN:**
3. **Corporate Identity No. (CIN), if applicable:**
4. **Website URL:**
5. **Social Media :**

|  |  |
| --- | --- |
| **Social Media Handle Name** | **Link of Social Media** |
|  |  |

1. **(a) Details of the Key Managerial Personnel (KMP)[[1]](#footnote-1):**

|  |  |
| --- | --- |
| Name |  |
| Designation |  |
| PAN No. |  |
| Address |  |
| City |  |
| Pin code |  |
| Telephone |  |
| Mobile No |  |
|  |  |
| Email id |  |
|  |  |

**(b) Details of the Chief Executive Officer /Managing Director:**

|  |  |
| --- | --- |
| Name |  |
| Designation |  |
| PAN No. |  |
| Address |  |
| City |  |
| Pin code |  |
| Telephone |  |
| Mobile No |  |
|  |  |
| Email id |  |

**(c) Details of Compliance officer:**

|  |  |
| --- | --- |
| Name |  |
| Qualification |  |
| PAN No. |  |
| Appointment Date |  |
| Contact Details of Office: | |
| Address |  |
| City |  |
| Pin code |  |
| Office No. |  |
| Mobile No. |  |
|  |  |
| Email id |  |

1. **Registered Office Address:**

|  |  |
| --- | --- |
| Address |  |
| City |  |
| Pin code |  |
| Telephone |  |
| Mobile No |  |
|  |  |
| Email id |  |
| Contact Person |  |
| Designation |  |

1. **Correspondence Office Address:**

|  |  |
| --- | --- |
| Address |  |
| City |  |
| Pin code |  |
| Telephone |  |
| Mobile No |  |
|  |  |
| Email id |  |
| Contact Person |  |
| Designation |  |

**Note:** a) Whether Branch office address is same as correspondence address: **YES/NO**

b) **If No**, then kindly provide separate annexure for the list of Branch offices with address in above format

1. Net worth of the Applicant in Rs.\_\_\_\_\_\_\_\_\_\_ Lakhs as on \_\_\_\_\_\_\_\_\_\_\_.

(The Net worth certificate has to be submitted in the format prescribed by SEBI/Exchanges time to time)

|  |  |  |
| --- | --- | --- |
|  | Are you an Income Tax assesse? (If Yes, Please attach a copy of the latest IT Return with proof of filing) | Yes / No |
|  | Name and address of the bankers and the facilities availed from such banks.  (Please enclose reference letters from each bank) | |
|  | Whether any court case/s are pending against:  (a) the applicant/partners/promoters/directors**/**staff | Yes / No |
| (b)the applicant, Directors/Promoters and staff who have been a promoter / principal / partner / director of any organization in the past that has had any court case pending. | Yes / No |
|  | Whether any of the applicant/partners /promoters /directors / employees involved in any financial irregularities? | Yes / No |
|  | Has any disciplinary proceedings initiated / action been taken by any stock exchange against the applicant or any of the partners/promoters / directors / shareholders / employees of the applicant? If so, please give details in a separate sheet? | Yes / No |
|  | Please give full details of the applicant/partner / promoters/ shareholders /directors / any of the core staff who shall be dealing in the Commodities/Equity Segment: | |
| a) | has/have ever been adjudged bankrupt or have a receiver order been made against them or have been proved to be insolvent at any time? | Yes / No |
| b) | has/have ever compounded with its creditors for less than full discharge of debts? | Yes / No |
| c) | has/have ever been involved in litigations, suits or proceedings or have been involved in any financial liability of contingent or unascertained nature? | Yes / No |
| d) | has/have ever been at any time convicted of an offence involving fraud or dishonesty or financial irregularities? | Yes / No |
| e) | has/have ever been denied / rejected for membership of any stock exchange or commercial organization? | Yes / No |
| f) | has/have ever been suspended / expelled / declared a defaulter on any stock exchange or he has been debarred from trading in commodities by any Regulatory Authorities like RBI, SEBI, etc.? | Yes / No |
| g) | has/have committed any act, which renders it liable to be wound-up? | Yes / No |
| h) | has/have had a provisional liquidator or receiver or official liquidator appointed to it by a competent court? | Yes / No |

**Kindly note:** If answers to question nos. 11 - 14 are yes, please give complete details separately.

1. Names of the two designated directors/promoters or …………………….. (as applicable) who shall appear for the interview, as under:
2. **Declaration:**

I/ We hereby undertake, declare, assure and confirm that:

1. that the minimum one dealer / their employees / directors / partners / member has cleared the Certification Programme as specified by NCDEX (hereinafter referred to as **“the Exchange”**);
2. in case the company is currently an unlisted company and goes for a public issue, the Offer document / Prospectus shall be submitted to NCDEX for prior perusal, at least 21 days before opening of subscription list;
3. am/ are not currently registered with/trading on your Exchange as Client of any of your member/s or otherwise.

**OR**

I/We are currently registered with/trading on your Exchange through the following member/s of your Exchange:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name of Member | Our Client Code |
| 1 |  |  |
| 2 |  |  |

**(Please tick whichever is applicable and delete the one not applicable)**

1. that as per NCDEX Rules, Bye Laws & Regulations on our securing membership of the Exchange and commencing trading on the Exchange platform as a member, I/ we hereby undertake not to indulge in the following activities without your prior permission in writing i.e.: -
2. to trade through any other member of your Exchange,
3. to become a constituent of another trading member;
4. I/ We hereby give our unconditional irrevocable undertaking in favour of National Commodity & Derivatives Exchange Limited that:
5. I/ We shall not register as “Client” on NCDEX through any of your member, without prior permission from you.
6. Prior to commencement of trading on NCDEX as your member, I/ we undertake discontinue all our trading as clients of your member/s, if any
7. During the currency of our membership of your Exchange, I/ we shall not trade on your Exchange through any other member/s of your Exchange without your prior permission in writing
8. Declaration on compliances of SEBI and Exchange norms related to WSP:
9. I/ We are in compliance of the directives of SEBI with respect to the provision governing prohibition of trading in commodity derivatives Exchange by entities having shareholding in any accredited Warehouse Service Providers (WSP).
10. I/ We currently do not have any stake in any such WSP
11. I/ We hereby declare and undertake to remain compliant with respect to above mentioned clause during the currency of our membership of the Exchange.
12. Declaration on multiple membership of the Exchange:
13. I/ We are associated with the following existing Member of NCDEX

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No. | Name of Member | TMID | SEBI Registration Number | Holding in % in other membership of the Exchange |
|  |  |  |  |  |
|  |  |  |  |  |

1. I/ We also undertake that the existing as well as the applicant subsidiary/ holding company shall be considered as a single unit for taking any disciplinary action by the Exchange.
2. I/ We undertake and confirm that in case of default or failure of associated company to meet the dues/obligations towards NCDEX and/or investor grievances & arbitration awards, the holding company shall also be liable to honour the obligations of the subsidiary company and such dues/obligations that may be adjusted by appropriation of security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise of the holding company lying with the Exchange from time to time.
3. Similarly, in case of default or failure of associated holding company to meet the dues/obligations towards NCDEX/NCCL/………. and/or investor grievances & arbitration awards, the associated subsidiary company shall also be liable to honour the obligations of the holding company and such dues/obligations that may be adjusted by appropriation of security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, of the subsidiary company lying with the Exchange from time to time.
4. I/ We shall ensure compliance with regard to Exchange Rules, Business Rules and requirements as prescribed in relevant provisions of SCRA 1956, SCRR 1957 and SEBI (Stock Brokers and sub brokers) Regulations, 1992.
5. No enquiry/investigation/ has been initiated/pending against us or any of the shareholders/ directors/Partners/Proprietor by any Stock Exchange/SEBI any other relevant authority.
6. No enquiry/disciplinary action/adjudication/prosecution or any other action including consent proceedings, administrative warning, caution or advisory letter, etc., have been initiated against us or any of our associate company or any of our directors. Or the details of enquiry/adjudication/prosecution initiated by SEBI or any other relevant authority against us or our associate company or our directors along with the details of corrective steps taken by us to prevent the recurrence of such irregularities or to improve our systems are enclosed.
7. No any action(s) with respect to deviations in our broking/ trading operations has been initiated against us by the stock exchange pursuant to inspection/audit, etc.

**or**

The details of action initiated by the Exchange against us for deviations observed in our broking/ trading operations pursuant to inspection/audit, etc. along with the details of corrective steps taken by us to prevent the recurrence of such irregularities are enclosed herein under as **Annexure….. (to be filed by the Applicant)**

1. I/ We have not, at any point, introduced any fake / forged/ stolen shares in the market or dealt with any stolen commodities.
2. Our designated directors/Partners/Proprietor (as applicable) Mr./Ms. \_\_\_\_\_\_\_\_\_ and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_meets the eligibility requirements as prescribed in Securities Contracts (Regulation) Rules, 1957 and SEBI (Stock Brokers & Sub-brokers) Regulations, 1992.
3. I/ We shall ensure that the above individuals or whosoever as identified by us as designated directors/Partners/Proprietor, in future, till the time corporate is registered as a member or the Exchange shall continue to meet the eligibility requirements as per Securities Contracts (Regulation) Rules, 1957 and SEBI (Stock Brokers & Sub-brokers) Regulations, 1992.
4. Necessary infrastructure like adequate office space, equipment’s and man power to effectively discharge broking activities is available with us.
5. As long as a corporate is engaged in broking/ trading as a member of any recognized stock exchange in India, it shall engage itself in only such business as a member of a recognized Stock Exchange is permitted to engage in under the Securities and Contracts (Regulation) Rules, 1957, and the Rules, Bye Laws & Regulations of the stock exchange. Further, I/ we are aware and acknowledge that if I/ we engage in any other business, the Exchange shall be entitled to take disciplinary action (including fine, suspension &/or expulsion) against us.
6. As and when SEBI notifies changes in the following requirements, I/ we would comply with the same, within the time frame stipulated:
7. Certification
8. Net worth computation methodology
9. Paid up capital
10. Experience
11. Educational Qualification
12. I/ We agree to abide by the Rules, Bye Laws and Regulations as made or amended from time to time and all notice/circulars issued by relevant authority from time to time.
13. I/ We and none of our Directors/partners are declared defaulters by any of the stock Exchange nor in anyway associated/connected with any of the defaulting members of any Exchange.
14. I/ We and none of our directors / partners / proprietor are associated in the following two categories as per Reserve Bank of India data as on the even date (www.cibil.com <http://www.cibil.com>)
15. Suit Filed Accounts of Rs. 100 Lakhs and above
16. Suit Filed Accounts (Wilful Defaulters) of 25 Lakhs and above.
17. I/ We and none of our Directors / partners / proprietor are associated in the following four categories as per SEBI data as on the even date (www.sebi.gov.in <http://www.sebi.gov.in>)
18. List of Companies & Directors debarred from associating with Capital Market for a period of five years - Companies (http://www.sebi.gov.in/pmd/debarredco1.html)
19. List of Companies & Directors debarred from associating with Capital Market for a period of five years - Directors (http://www.sebi.gov.in/pmd/debardirector1.html)
20. Database of Prosecution cases launched against CIS Entities across the country (http://www.sebi.gov.in/cis/cis\_prosecution\_data.html)
21. Database of the Prosecution cases launched other than Collective Investment Schemes (CIS) across the country (http://www.sebi.gov.in/cis/ noncisdata.html)
22. There are no adverse comments against us or any of our directors/associates/whole time directors/partners/proprietor as per the Vanishing Companies Database (Data available in Vanishing Companies on http://www.mca.gov.in/Ministry/vanishing.html as per the link which has been provided on http://www.sebi.gov.in/cms/sebi\_data/attachdocs/ 1315458767512.pdf) in the following categories as per SEBI data as on even date
23. List of Companies against which orders have been passed U/s 11B of SEBI Act
24. List of Companies where orders issued U/s 11B were revoked
25. List of Directors where orders issued U/s 11B were revoked
26. List of Promoters/Directors against whom orders have been passed U/s 11B of SEBI Act
27. National Commodity & Derivatives Exchange Limited (NCDEX) is empowered/authorized to seek any information/statement of all bank accounts (maintained by me/us), opened/reported to the Exchange from time to time, from the concerned banks directly or through a financial technology solution provider authorised by the Exchange; and that
28. this Undertaking/Authorization shall be binding on my / our successors, legal representatives and assigns.
29. I/ We understand and agree to undertake that I am/ We are **“FIT AND PROPER PERSON”** and agree to provide an undertaking, in this regard, which is annexed herein under as “**Annexure A**”.
30. I/ We understand and agree to undertake to adhere with all applicable laws with regard to **non-violation/adherence to securities market related regulations or any other laws** and agree to provide an undertaking, in this regard, which is annexed herein under as “**Annexure B**”.

I/ We hereby undertake that representations made by me/ us are true and correct to inform NCDEX about any change in the above-mentioned facts within 15 days of the change taking place / coming to our knowledge, whichever is earlier.

I/ We clearly understand that NCDEX has agreed to enrol us as a member on the basis of above declarations and that breach of these declarations make us liable for imposition of any disciplinary action that the Exchange may deem fit.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I/ We also state that no relevant material fact has been suppressed. Any misstatement or misrepresentation or suppression of facts in connection with this application for trading membership or breach of any undertaking or condition of admission to trading membership entails rejection of application or expulsion of trading membership.

Affix Photograph of the signatory

Affix Photograph of the signatory

Sign: Sign:

Name : Name :

Designation: Designation:

Date : Date :

Place : Place :

***{NOT TO BE PRINTED}***

**APPLICATION TO BE SIGNED:**

1. For individuals/sole proprietor - by the Individual himself/herself
2. For partnership firms - by any two managing partners of the firm
3. For Corporates / Institution: - by two Designated Directors

**Kindly Note:**

* 1. All pages should be stamped & signed by the authorised signatories as per Board Resolution mentioning the names and their respective designations.
  2. In case the applicant has to furnish any details pertaining to the above mentioned confirmations, the same can be provided as annexure (duly stamped and signed by the authorised signatories).

**ANNEXURE A**

**(To be provided on the Letterhead of the Applicant)**

**“FIT AND PROPER PERSON” UNDERTAKING**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of individual or company], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[type of company] registered under the Indian Partnership Act, 1932 / a Company / Body Corporate incorporated under the Companies Act, 1956 or Companies Act 2013 / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, \_\_\_, [deleted whichever is not applicable] and residing at / having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give this **UNDERTAKING/ AUTHORISATION** on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **IN FAVOUR of** National Commodity & Derivatives Exchange Limited (hereinafter referred to as **“NCDEX”**) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns, a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Ackruti Corporate Park, Near G.E. Garden, LBS Road, Kanjurmarg (West), Mumbai 400 078.

**I/ We hereby declare and undertake that:**

(a) The applicant/member and following persons as referred in the Schedule II of SEBI (Intermediaries) Regulations, 2008 are fit and proper person as per requirement laid in in aforesaid schedule:

(i) the Applicant;

(ii) the Principal Officer, the Directors or Managing Partners, the Compliance Officer and the Key Management Persons (KMPs) of the Applicant by whatever name called; and

(iii) the Promoters or persons holding controlling interest or persons exercising control over the applicant, directly or indirectly.

Provided that in case of an unlisted applicant or intermediary, any person holding twenty percent or more voting rights, irrespective of whether they hold controlling interest or exercise control, shall be required to fulfil the ‘fit and proper person’ criteria.

Explanation– For the purpose of this sub-clause, the expressions “controlling interest” and “control” in case of an applicant or intermediary, shall be construed with reference to the respective regulations applicable to the applicant or intermediary.

(b) The Applicant and persons referred in point (a) above bear integrity, honesty, ethical behaviour, reputation, fairness and character of the person;

(c) The Applicant and persons referred in point (a) above are not incurring following disqualifications mentioned in Clause 3(b) of Schedule II of SEBI (Intermediaries) Regulations, 2008, as under, or under the provisions of any other applicable laws:

1. criminal criminal complaint or information under section 154 of the Code of Criminal Procedure, 1973 (2 of 1974) has been filed against such person by the Board and which is pending;

(ii) charge sheet has been filed against such person by any enforcement agency in matters concerning economic offences and is pending;

(iii) an order of restraint, prohibition or debarment has been passed against such person by the Board or any other regulatory authority or enforcement agency in any matter concerning securities laws or financial markets and such order is in force;

(iv) recovery proceedings have been initiated by the Board against such person and are pending;

(v) an order of conviction has been passed against such person by a court for any offence involving moral turpitude;

(vi) any winding up proceedings have been initiated or an order for winding up has been passed against such person;

(vii) such person has been declared insolvent and not discharged;

(viii) such person has been found to be of unsound mind by a court of competent jurisdiction and the finding is in force;

(ix) such person has been categorized as a wilful defaulter;

(x) such person has been declared a fugitive economic offender;

(d) The Applicant or any other person mentioned in point 1 above have not been declared as not ‘fit and proper person’ by an order of the SEBI.

(e) No notice to show cause has been issued for proceedings under SEBI (Intermediaries) Regulations, 2008 or under section 11(4) or section 11B of the SEBI Act during last one year against the Applicant or any other persons referred in point 1 above.

We hereby undertake that the above declaration is true and correct and any change in the above shall be immediately intimated to National Commodity & Derivatives Exchange Limited and/ or National Commodity Clearing Limited or………………. (as applicable).

.

Signature of Designated Directors/Partners:

Name:

Date:

Place:

**ANNEXURE B**

**UNDERTAKING REGARDING VIOLATIONS/NON-ADHERENCE TO SECURITIES MARKET RELATED REGULATIONS**

**(To be provided on the Letterhead of the Applicant)**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of individual or company], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[type of company] registered under the Indian Partnership Act, 1932 / a Company / Body Corporate incorporated under the Companies Act, 1956 or Companies Act 2013 / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, \_\_\_, [deleted whichever is not applicable] and residing at / having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give this **UNDERTAKING/ AUTHORISATION** on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **IN FAVOUR of** National Commodity & Derivatives Exchange Limited (hereinafter referred to as **“NCDEX”**) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns, a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Ackruti Corporate Park, Near G.E. Garden, LBS Road, Kanjurmarg (West), Mumbai 400 078.

**Now, I / We do hereby undertake that the information provided herein under are true and correct to its nature, as under:**

(a) Are there any instances of violation or non-adherence to any securities market related regulations by the applicant or its associate(s) / group companies in India or abroad?

YES NO

(b) **If YES,** whether any action has been taken by a securities regulatory agency in this regard?

YES NO

(c) Are there any instances of violation or non-adherence to securities market related regulations by the applicant or its associate(s) / group companies in India or abroad?

YES NO

(d) **If Yes,** whether any action has been taken by a regulator or regulatory agency in this regard?

YES NO

For ………………………………**(Name of the Applicant)**

Stamp and Signature by two designated directors

Date : Place :

**KINDLY NOTE:**

**If yes, kindly provide the following additional information as an Annexure:**

a. Top 10 monetary penalties in case of foreign entities and all monetary penalties in case of Indian entities, imposed against the applicant or any associate of the applicant (for irregularities/ violations in the financial services sector or for defaults in respect of shareholders’/ debenture holders and depositors, by any financial regulatory body or government authority or settlement arrived with any financial regulatory body during the last five years and details thereof). Penalties awarded for economic offences may be disclosed only in case of the applicant.

b. Details of all cases of suspensions and cancellation of certificate of registration (for irregularities/ violations in financial services sector or for defaults in respect of shareholders, debenture holders and depositors) of the applicant or any associate of the applicant shall be disclosed for the last 10 years.

All disclosures on penalties and action taken as per (a) and (b) above against foreign entities may be limited to the jurisdiction of the country where the principal activities (in terms of income / revenue) of the applicant / associate companies are carried out or where the headquarters is situated.

### **Board Resolution**

### **(To be provided on the Letterhead of the company**)

Certified True Copy of the Extracts of the Minutes of the Meeting of the Board of Directors of ……………………………………. Ltd, which was duly convened and where proper quorum was present, held on ……………………………………, at ………………………( address ).

RESOLVED that the company may approach the National Commodity & Derivatives Exchange Limited (NCDEX) for registration with SEBI.

|  |  |  |
| --- | --- | --- |
| S.No. | Segment | Category |
|  | Cash | TM |
|  | Equity Derivatives | TM |
|  | Commodity Derivatives | TM /TCM/STCM |

RESOLVED that Shri …………………….. and …………………………… are Designated Directors and hereby meet the eligibility requirements as prescribed in Securities Contracts (Regulation) Rules, 1957 (Rule 8(4A) and other relevant provisions) and SEBI (Stock Brokers & Sub-brokers) Regulations, 1992.

It was FURTHER RESOLVED that Shri …………………….. and …………………………… are Authorised Signatory/ies are hereby jointly and severally authorised to approach the National Commodity & Derivatives Exchange Limited ( NCDEX ) for the necessary action in this connection and also to execute, on behalf of the company, Agreements and/ or any other document/s in favor of National Commodity & Derivatives Exchange Limited. The said directors are also severally authorised to deal with the Exchange and to give instructions to it from time to time.

It was further resolved that a copy of the above resolutions be furnished to NCDEX, certified as True by Mr ……………………..

Certified True Copy

(Stamp/Name: …………..)

|  |  |
| --- | --- |
| Name of Designated Directors/Authorised signatories | Specimen Signature |
|  |  |
|  |  |

*(To be provided on the Letterhead of the firm)*

### Undertaking from all partners authorizing the Managing Partner

We hereby authorize Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr./Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the Managing Partner/s of the Firm for all matters related to National Commodity and Derivatives Exchange (NCDEX).

|  |  |  |
| --- | --- | --- |
| S.No. | Segment | Category |
|  | Cash | TM |
|  | Equity Derivatives | TM |
|  | Commodity Derivatives | TM /TCM/STCM |

Further, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the 1st Managing Partner) or Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of the 2nd Managing Partner) or \_\_\_\_\_\_\_\_\_\_\_\_ (name of the Partner as per the Exchange records) or \_\_\_\_\_\_\_\_\_ (name of the Partner as per the Exchange records) of the firm are also authorized to sign and execute jointly, singly or severally all documents / agreements on behalf of the firm for operations of National Commodity and Derivatives Exchange (NCDEX).

|  |  |
| --- | --- |
| Name of All Partners | Signature |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Date:

Place:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp / Signature of Managing Partner

Name of Managing Partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp / Signature of Managing Partner

Name of Managing Partner Name of Managing Partner

### Format: C-1 (Networth Certificate for Corporates, Firms & Individuals)

(To be provided on the Letterhead of the certifying Chartered Accountant/Company Secretary)

CERTIFICATE

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

Member Applicable Networth (Higher of ‘Base Networth’ or ‘Variable Networth'): \_\_\_\_\_\_\_\_\_

1. Base Networth is (in Rs.)

|  |  |
| --- | --- |
| NSE |  |
| BSE |  |
| NCDEX |  |
| MCX |  |
| MSE |  |

2. Variable Networth is Rs. \_\_\_\_\_\_\_\_\_\_\_\_/-\*

\*(Reason in case Variable Networth is “Nil / Not Applicable”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is to certify that the Networth of M/s./Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Member) as on \_\_\_\_\_\_\_\_\_\_ as per the statement of computation of even date annexed to this report is Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only.

We further certify that:

* M/s./Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Trading Member) is not engaged in any fund-based activities or business other than that of securities or commodity derivatives. Existing fund based assets, if any, have been divested from the books of account and have not been included for the purpose of calculation of networth.
* The computation of Networth based on my / our scrutiny of the books of accounts, records and documents is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.
* The computation of Networth is in accordance with method of computation prescribed by Schedule VI of SEBI (Stock Brokers) (Amendment) Regulations, 2022.
* The computation of Variable Networth is in accordance with the method of computation prescribed by SEBI as per Gazette Notification No. SEBI/LAD-NRO/GN/2022/73 dated February 23, 2022 on revised Networth requirement or as amended from time to time\*.
* We hereby confirm that we are not the related party to the aforesaid entity.
* The computation of Networth is based on company’s standalone financial statements and based on audited /unaudited financial statements.

Place: For (Name of Certifying Firm)

Date: PAN no. of CA/CS Firm

UDIN:

Name of Partner/Proprietor

Chartered Accountants / Company Secretaries

PAN no. of Partner/Proprietor

Membership Number

Name and PAN of all Directors/Partners of certifying Chartered Accountant/Company Secretary firm:

|  |  |  |
| --- | --- | --- |
| Sr no. | Name of Director/Partner | PAN of Director/Partner |
|  |  |  |
|  |  |  |

\*Shall be read with amendments, circular, notification issued in this regard till date

# Format C-1

# Method of computation of Networth as per Schedule VI of SEBI (Stock Brokers) (Amendment) Regulations, 2022

The method of computation of Networth of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the entity) as per Schedule VI of SEBI (Stock Brokers) Amendment) Regulations, 2022 is as follows:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Particulars** | **Amount in Rs.** |
|  | Capital |  |
|  | Free Reserves |  |
|  | Less: Non-allowable assets viz., |  |
|  | 1. Fixed Assets |  |
|  | 1. Pledged Securities |  |
|  | 1. Member’s card |  |
|  | 1. Non-allowable securities (unlisted securities) |  |
|  | 1. Bad deliveries |  |
|  | 1. Any Debts and Advances (except trade debtors of less than 3 months) |  |
|  | 1. Prepaid expenses, losses |  |
|  | 1. Intangible Assets |  |
|  | 1. 30% of Marketable securities |  |
|  | Total Amount (A + B - C) |  |

Place: For (Name of Certifying Firm)

Date:

PAN no. of CA/CS Firm

UDIN: Name of Partner/Proprietor

Chartered Accountants / Company Secretaries

PAN no. of Partner/Proprietor

Membership Number

### Annexure C-2

(To be provided on the Letterhead of the applicant)

Certificate dated submitted by to NCDEX

Details of Stock / Commodity Exchange Memberships

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S.N | Name | Name of  Stock  Exchange | Membership  Since | Membership  No. | SEBI Registration No. | Type of Membership |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |

Details of NISM certificate of compliance officer/Designated Directors

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S. N. | Name | PAN | Date of Test | Expiry Date | Percentage | Certificate No. |
|  |  |  |  |  |  |  |

Date :

Place : Authorised Signatory

Note:

1. Also mention the name of Exchange where new membership application is under process
2. Enclose the conduct Certificate / Status report from the concerned commodity/stock exchange for the companies.
3. For each of these memberships**,** give details of disciplinary action, if any, taken by the Stock / Commodity Exchange or any other regulatory authority in respect of these memberships with dates in the following format:

• Expulsion

• Suspension

• Default

• Any other disciplinary action or enquiry against the member

*(To be provided on the Letterhead of the applicant)*

### **Details of the Directors (in case of corporate)**

Details of all Directors as on\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. | Particulars | 1 | 2 | 3 |
| 1. | Name | First Name:  Middle Name: Surname: | First Name:  Middle Name: Surname: | First Name:  Middle Name: Surname: |
| 2. | Father Name |  |  |  |
| 3. | Designated Director *(minimum two)* | Yes / No\* | Yes / No\* | Yes / No\* |
| 4. | Citizenship Details |  |  |  |
| 5. | Passport No.  (in case of Foreign Individuals) | Place of Issue:  Valid till: | Place of Issue:  Valid till: | Place of Issue:  Valid till: |
| 6. | Date of Birth |  |  |  |
| 7. | Date of Appointment as Designated Director |  |  |  |
| 8. | PAN |  |  |  |
| 9. | Aadhaar No. (Optional) |  |  |  |
| 10 | DIN No |  |  |  |
| 11 | Qualification of Director (*minimum HSC)$* |  |  |  |
| 12 | Experience\*\* (in years)  (add annexures if multiple) | Name of Organization: Designation: Field / Activity: From:  To: | Name of Organization: Designation: Field / Activity: From:  To: | Name of Organization: Designation: Field / Activity: From:  To: |
| 13 | Residence Address City:  District  State / Union Territory: Pin code:  Tel No(s):  Fax No(s): |  |  |  |
| 14 | Mobile No.: |  |  |  |
| 15 | Email ID: |  |  |  |
| 16 | Equity Shareholding in Member Entity   1. Shares 2. Amount 3. % of Total |  |  |  |
| 17 | Whether Director is disqualified under section 164 of Companies Act, 2013? *If yes, provide details of action u/s 167 of Companies Act, 2013* | Yes / No | Yes / No | Yes / No |

Signature of Designated Directors / Authorised signatory/ Compliance officer under rubber stamp

*(To be provided on the Letterhead of the applicant)*

**Details of all Partner/proprietor as on \_\_\_\_\_\_\_\_\_\_\_(In case of LLP/ Partnership/Individual)**

| Sr. No. | Particulars | 1 | 2 | 3 |
| --- | --- | --- | --- | --- |
|  | Name | First Name:  Middle Name:  Surname: | First Name:  Middle Name:  Surname: | First Name:  Middle Name:  Surname: |
|  | Father Name |  |  |  |
|  | Designated /Managing Partner *(minimum two)/proprietor* | Yes / No\* | Yes / No\* | Yes / No\* |
|  | Citizenship Details |  |  |  |
|  | Passport No.  (in case of Foreign Individuals) | Place of Issue:  Valid till: | Place of Issue:  Valid till: | Place of Issue:  Valid till: |
|  | Date of Birth |  |  |  |
|  | Date of Appointment/Admission as Partner |  |  |  |
|  | PAN |  |  |  |
|  | Aadhaar No. (optional) |  |  |  |
|  | DPIN No. /DIN No. |  |  |  |
|  | Qualification of Partner (*minimum HSC)$* |  |  |  |
|  | Experience\*\* (in years)  (add annexures if multiple) | Name of Organisation:  Designation:  Field / Activity:  From:  To: | Name of Organisation:  Designation:  Field / Activity:  From:  To: | Name of Organisation:  Designation:  Field / Activity:  From:  To: |
|  | Residence Address  City:  District  State / Union Territory:  Pin code:  Tel No(s):  Fax No(s): |  |  |  |
|  | Mobile No.: |  |  |  |
|  | Email ID: |  |  |  |
|  | % of sharing of profit / losses in Member Entity |  |  |  |
|  | Whether Partner (in capacity of director in other entities) is disqualified under section 164 of Companies Act, 2013? *If yes, provide details of action u/s 167 of Companies Act, 2013* | Yes / No | Yes / No | Yes / No |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Designated /Managing Partners/ Proprietor/Authorised signatory/ Compliance officer under rubber stamp

### Details of Shareholding and Directorship of Directors in other entities

1. Shareholding/sharing pattern in <name of entity>\* (\*name of the other corporate SEBI registered entity)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr No | Name of Director (s) | Name of the corporate | Pan Card No. of the corporate | CIN NO of the corporate | Whether DPG in the corporate (Y/N) | From Date | No. of shares held | Face value per share (Rs.) | Total Amt paid up @ | % of Total @ | | | % of Total | |
|  |  |  |  |  |  |  |  |  |  | Self | Relatives |  | |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  | |
|  |  |  |  |  |  |  |  |  |  |  |  |  | |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  | |
|  |  |  |  |  |  |  |  |  |  |  |  |  | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sr  No | Name of the Director (s) | Name of the corporate | Pan Card No. of the corporate | CIN NO of the corporate | Whether Designated Director/WTD in the corporate (Y/N) | Date of appointment as director in the mentioned corporate |
|  |  |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |

1. Interests in any other company as Director

c) Has ever been/ is a member of any Stock Exchange?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr  No. | Name (Member Name) | SEBI Registration Number | Mapped to the following Exchanges (NSE/BSE/MSEI/MCX/NCDEX) | Present Status of Membership  (Active / Inactive / Deactivated due disciplinary action /Surrendered / Ceased/Suspended/Expelled /Declared Defaulter) |
|  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

Date:

Place: Signature of Compliance Officer / Designated Director

Name of Person Signing

*(To be provided on the Letterhead of the applicant)*

### (Details of Shareholding Pattern & promoter/non promoter group of Corporates)

Share Holding Pattern of \_ (Name of the Entity) as on (Date)

Total Equity Share capital: Rs. (In figures), Rs. (In words).

Total Paid up Equity Share capital: Rs. (In figures), Rs. (In words).

Face value of each equity share (or any other instrument): Rs. (In figures) Rs. (In words)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| PART I –PROMOTER GROUP | | | | | | | | | |
| Sr No | Name of promoter 1 | Under what capacity 2 | Residential address (with Pin code) &  Contact No | No. of shares held | Face value per share  (Rs.) | Total Amt paid up | % shareholding | Pan Card No. | CIN NO (In case of corporates) |
| 1 | A |  |  |  |  |  |  |  |  |
| 2 | B |  |  |  |  |  |  |  |  |
| 3 | C |  |  |  |  |  |  |  |  |
|  |  | TOTAL PROMOTER GROUP HOLDING (A) | | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PART II – NON PROMOTER GROUP | | | | | | | |
| Sr No | Name of the non promoter | No. of shares held | Face value per share (Rs.) | Total Amt paid up | % shareholding | Pan Card No. | CIN NO (In case of corporates) |
| 4 |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |
| 6 | OTHERS |  |  |  |  |  |  |
| TOTAL NON PROMOTER GROUP HOLDING (B) | | | |  |  |  |  |
| GRAND TOTAL (A) + (B) | |  |  |  | 100% |  |  |

1 Promoter as defined under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 for Listed companies and as per Section 69 of Companies Act 2013 for unlisted companies. Persons having controlling interest in terms of SEBI (Stock broker) Regulations 1992 shall also form part of the Promoter/Promoter Group.

2 as defined in SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 for Listed companies and as per Section 69 of companies Act 2013 for unlisted companies and/or having controlling interest in terms of SEBI (Stock broker) Regulations 1992 and Persons Acting in concert as defined under 2 (q) of Chapter I of SEBI (SAST) Regulations, 2011

# NOTES:

1. In case of all body corporate in the promoter group of the trading member entity, the details of their shareholding shall also be furnished in the same format as given above
2. In case of HUF, give names of Karta and co-parceners.
3. Persons holding less than 2% of the paid up capital (not covered in the definition of promoter) may be clubbed and shown as ‘others’ under Non promoter group
4. Persons Acting in concert should be included in the list of promoters and should be mentioned as ‘PAC’ under the head’ Under what capacity’

All initials to be expanded (full name to be indicated

Date:

Place: Signature of Compliance Officer / Partner

Name of Person Signing

*(To be provided on the Letterhead of the applicant)*

Certificate dated\_\_\_\_\_\_\_\_\_

Sharing Pattern & Details of Partner as on \_\_\_\_\_\_ (For Partnership Firms / LLP)

Monetary Value of Contribution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the PF/ LLP) as on \_\_\_\_\_\_\_ (Date) is Rs.\_\_\_\_\_\_\_\_ (in figures) [Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words)]

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr No | Name of partner 1 | PAN Card No. | Residential address (with Pin code) & Contact No. | Date of Birth | Capital contribution | Sharing % in profits | Sharing % in loss | Whether Designated Partner (Y/N) | Experience (No. of years)2 @ | Education 2 | Directorships/ Partnerships/controlling shareholding in other cos. |
| 1 | A |  |  |  |  |  |  |  |  |  |  |
| 2 | B |  |  |  |  |  |  |  |  |  |  |
| 3 | C |  |  |  |  |  |  |  |  |  |  |
|  |  | TOTAL PARTNERS HOLDINGS | | | | | | | | | | |

1 Partner as defined in partnership deed/LLP Agreement, 2 Applicable only in case where partner is a designated partner, All initials to be expanded (full name to be indicated).

NOTES:

@ There must be atleast two designated / managing partners. (A designated /managing partner shall be atleast HSC by qualification and possess atleast 2 years of experience in an activity related to dealing in securities or as portfolio manager or as investment consultant or as a merchant banker or in financial services or treasury, broker, sub broker, authorised agent or authorised clerk or authorised representative or remiser or apprentice or client to a member of a recognised stock exchange, dealer, jobber, market maker, or in any other manner in dealing in securities or clearing and settlement thereof).

Any change in partners not amounting to dissolution of the firm requires prior approval of the Exchange/SEBI as per SEBI circular no. CIR/MIRSD/2/2011 dated June 03, 2011 and SEBI/HO/MIRSD/DOR/CIR/P/2021/42 dated March 25, 2021.

Change in Control shall have the same meaning as defined under SEBI (Stock Broker) Regulations, 1992.

Date:

Place: Signature of Compliance Officer / Partner

**Name of Person Signing**

CERTIFICATE

This is to certify that the details of directors/partners/sharing pattern/shareholding pattern and promoter group of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Trading Member) as given in above Annexure, based on my/ our scrutiny of the books of accounts, records and documents are true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction

Place: For (Name of Certifying Firm)

Date:

Name of Partner/Proprietor

Chartered Accountant/ Company Secretary

Membership Number

UDIN

(Signature under Rubber stamp of Firm)

### ANNEXURE I

(On the Letterhead of the Trading Member)

Application for creation of Corporate Manager User Id and Adapter for Lease Line/Internet

To : Membership Department

National Commodity & Derivatives Exchange Limited

Akruti Corporate Park

1st Floor, Near GE Garden

Kanjurmarg (West) Mumbai - 400078

Dear Sir,

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Member) do hereby request you to permit Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Corporate Manager User) to act as our Approved User for trading on my/our behalf through Leased Line/Internet terminals.

|  |  |  |
| --- | --- | --- |
| 1. Address & Pin code of the office where terminal is located. | : | Regd. Office / Head Office / Dealing Office  Office Address: |
| DETAILS OF THE PROPOSED USER | | |
| 1. Name of the person for whom this application for allotment of User ID is made *(expand all initials)* | : |  |
| 1. Age | : |  |
| 1. Father’s name | : |  |
| 1. Address | : |  |
| 1. PAN |  |  |
| 1. Qualification | : |  |
| 1. Email Id | : |  |
| 1. Type of User | : | Corporate Manager |
| 1. Relationship of the proposed User with the Trading Member i.e. an employee, agent on commission basis, trainee, client or others.(pls. specify) | : |  |
| 1. Mode of connectivity for trading from the office where terminal is located.*(from where the proposed User would operate)* | : | * + Lease Line ID   + Internet |

Details required for Creation of Nextra adapter for Admin/Drop copy and Access to Web Extranet:

|  |  |  |  |
| --- | --- | --- | --- |
| Particulars | Admin Id | Drop Copy Id | Web Extranet |
| Email id |  |  |  |
| Mobile No. |  |  |  |

Declaration to be given by Trading Member

* I/We hereby agree and bind myself/ourselves to be responsible for all acts, quotations made and transactions done or effected by the said Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_ as our Approved Useron the Trading System of the National Commodity & Derivatives Exchange Limited (NCDEX).
* I/We shall ensure that he/she will not execute any order on his/her own account or on account of anyone without such order having my/our prior approval. I/We further agree that I/We shall be responsible for any risks, loss or claims/actions arising out of use of the said User ID and shall not hold NCDEX responsible for any such risk, loss, claims or liabilities arising from the use of the said User ID.
* I/We shall ensure that the proposed Approved User Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_ will not function / place orders / deal on the trading system in any manner that would represent that the trades have been placed as an Authorised Person or a sub-broker.
* In case of the said Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_ ceasing to be associated with me /us as an employee, agent on commission basis, trainee, client, Approved User or in any other capacity, I/we shall communicate to you the same along with related details and seek change in the User ID so allotted against this application, as prescribed.
* I/We also confirm that the Approved User shall clear such certification as may be prescribed by the Exchange from time to time and within such period as may be prescribed by the Exchange. The User ID so allotted may be withdrawn by the Exchange at its discretion on the expiry of such period within which such Approved User fails to obtain the certification.
* I/We certify that I/we have not applied for any other User ID in the name of the said Mr. /Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The User ID so allotted would be used by the said Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only to access the NCDEX trading system.
* I/We also understand that I/We have to pay Internet charges @ Rs. 2500 per user id per quarter, if the Corporate Manager user id or any other terminal id created in Nextra is used over Internet.
* I/We also agree to pay the user id charges @ Rs. 100 per month per ID for all additional dealer ids/terminals created by me other than the Corporate Manager and Drop Copy user ids.
* I/We hereby confirm that necessary infrastructure as mentioned below has already been installed by us for running the NEXTRA application for which this permission is being sought:

|  |  |
| --- | --- |
| System Requirement | Desktop |
| Intel(R) i3 Processor |
| Integrated Broadcom(R) 10/100/1000  LOM(BCM5787) |
| 8GB(1x1GB) NECC DDR 667MHz SDRA M  Memory |
| 8x DVD-ROM Drive,Keyboard, Mouse, Monitor. |
| 80GB SATA/SAS Hard Drive |
| OS: Microsoft(R) Windows 7 with latest windows updates Norton Antivirus Corporate Edition  Power Cord, Network Cord |
| RAM | Investor/Dealer RAM: 4 GB;  Admin RAM: 8Gb (64 GB of NT) |
| Scrips in Market Watch | 50 Scrips |
| Not Recommended OS | XP, Windows 2000,2003,2008,windows 10 and above |
| Recommended OS | Windows 7 SP1 |

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

# Place: Stamp & Signature of the authorized signatory of the Trading Member

DECLARATION BY THE USER (TO BE GIVEN SEPERATELY BY CORPORATE MANAGER USERS)

I hereby declare that I am aware and shall update myself about the Rules, Bye-laws, Regulations and Circulars issued there under bythe Exchange from time to time. I agree to become an Approved User of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Trading Member).

I would intimate the Exchange upon ceasing to be an employee, agent on commission basis, trainee, client, Approved User of or ceasing to be associated in any other capacity with M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the trading member). I hereby agree to abide by the Rules, Bye-laws, Regulations and Circulars issued bythe Exchange that may be in force from time to time. I understand that appropriate action may be initiated against me by the Exchange in case of violation of the Rules, Bye-laws, Regulations and Circulars issued bythe Exchange. I certify that I have not applied for any other User ID on the same segment for which this User Id is now being applied for. I will not allow anybody else to access / use the NCDEX Trading System using the User ID so allotted to me.

I shall keep complete secrecy of the password.

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

Place: Name and signature of User

Annexure II

(On the letter head of the member)

Application for accessing Web NCFE portal

To

Membership Department

National Commodity & Derivatives Exchange Limited

Akruti Corporate Park

1st Floor, Near GE Garden

Kanjurmarg (West) Mumbai – 400078

Dear Sir,

I/We (\_\_\_\_\_\_\_\_\_\_\_, the ‘Trading Member’) have appointed Mr./Ms. \_\_\_\_\_\_\_ (Name of Corporate Manager User) son/daughter/wife of \_\_\_\_\_\_\_\_\_\_\_\_as our Corporate Manager and at our request you National Commodity & Derivatives Exchange Limited (the ‘Exchange’) have created/agreed to create and issued/agreed to issue Corporate Manager User ID accordingly.

I/We want to avail online facility made available by the Exchange for creation of new User Id’s, Change in the name of User ID, User Id deletion, change in User Id location and other related activities.

I/We confirm that the above said Corporate Manager is authorized to appoint person/s to act as Approved User/s for the Trading Member and to apply online to the Exchange for creation new User ID’s, change in the name of User ID, User Id deletion, change in User Id location and for other related activities on behalf the Trading Member on the terms and conditions as may be stipulated by the Exchange.

I/We undertake and confirm that I/we shall be responsible and bound by all transactions and activities done and arising out of use of said User ID’s created and issued at the request of Corporate Manager as aforesaid and shall not hold the Exchange responsible for any loss/claims or liabilities arising from the use of said User ID/s.

All requests submitted online by use of Corporate Manager User ID and the related password shall be deemed to be done by me/us for all purposes and all transactions, actions, activities done by use of any User ID created and issued pursuant to online requests as aforesaid and related respective password/s shall be deemed to be done by me/us and I/we shall be responsible and liable for all such transactions, actions, activities etc. and liabilities/obligations arising there from.

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

# Place: Stamp & Signature of the authorized Signatory of the Trading Member

### ANNEXURE A- Members providing algorithmic trading services

(To be submitted on Member’s Letter Head)

I/We <Name of Member>, registered trading member <member ID> with National Commodity and Derivatives Exchange Ltd. (NCDEX) hereby confirm that we are complying with the guidelines issued via SEBI vide circular no. SEBI/HO/MIRSD/DOP/P/CIR/2022/117 dated September 02, 2022 and Exchange circular no. NCDEX/TRADING-044/2022 dated September 07, 2022 regarding Performance/ Return claimed by unregulated platforms offering algorithmic strategies for trading.

1. We will not directly or indirectly make any reference to the past or expected future return/ performance of the algorithm trading services in any form of advertisements/ business communication on publicly accessible platforms such as social media/ websites/ digital & print media, SMS, what’s app messages and telegram services etc; and/or
2. We are not directly or indirectly associated with any platform providing any reference to the past or expected future return/performance of the algorithm.
3. We shall not make any reference to the past performance or expected return out of algorithmic trading services, during any presentations/ account opening forms/ pamphlets/ banners/ forums/ gatherings organised to on-board new clients/ pitching new segment/ product to existing clients including, exhibiting of past performance, or expected return on any of the platforms used by Authorized
4. Persons/ Vendor/ associated entities of the member
5. We have removed such reference from our website and/or disassociated ourselves from the aforesaid platforms providing such references, with effect from **September 09, 2022.**
6. We hereby confirm that, we have adhered to the provisions of SEBI circular no.
7. SEBI/HO/MIRSD/DOP/P/CIR/2022/117 dated September 02, 2022, and Exchange circular no. NCDEX/TRADING-044/2022 dated September 07, 2022.
8. I/We further confirm that, I/We will be held responsible for any non-compliance of the abovementioned circular at all times.

I/We hereby submit the supporting document(s) to confirm the compliance of the above-mentioned points (Annexure I enclosed herewith showing before and after status).

Date

Place

Compliance Officer/ Designated Director

Signature and stamp

**ANNEXURE B - Members not providing algorithmic trading services**

(To be submitted on Member’s Letter Head)

I/We *<Name of Member>*, registered trading member <Member id> with National Commodity and Derivatives Exchange Ltd. (NCDEX) hereby confirm that we are complying with the guidelines issued by SEBI vide circular ref. no. SEBI/HO/MIRSD/DOP/P/CIR/2022/117 dated September 02, 2022 and Exchange circular no. NCDEX/TRADING-044/2022 dated September 07, 2022 regarding Performance/Return claimed by unregulated platforms offering algorithmic strategies for trading.

Further, I/We hereby confirm that we are not directly/ indirectly referring to any past or expected future return/ performance of an algorithm trading services in any form of advertisements/ business communication on publicly accessible platforms such as social media/ websites/ digital & print media etc. and are not associated with any platform providing such reference.

I/We further confirm that, I/We will be held responsible for any non-compliance of the above-mentioned circular at all times

Date

Place

Compliance Officer/Designated Director

Signature and stamp

(To be provided on the Letterhead of the applicant)

### DECLARATION REGARDING ASSOCIATION / NON-ASSOCIATION WITH POLITICALLY EXPOSED PERSONS

To,

The Membership Department

National Commodity & Derivatives Exchange Limited (NCDEX)

Akruti Corporate Park, 1st Floor

LBS Road, Kanjur Marg (West)

Mumbai 400 078

We, M/s \_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name of member)*, hereby declare that none of our Directors/Partner/Proprietor/Dominant Shareholders/Associates2 are ‘Politically Exposed Persons’1 (PEP).

OR

We, M/s \_\_\_\_\_\_\_\_\_\_\_ *(Name of member)*, hereby declare that our Directors/Partner/Proprietor/Dominant Shareholders/Associates2 are ‘Politically Exposed Persons’1 (PEP) as per the details given below

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sr. No | Full Name of the PEP | PAN of PEP | Address of the PEP | Details of Function /position held by PEP | Date since when position held as PEP | Relationship of PEP with the Member |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Signature of two Designated Director/Partner/Proprietor under rubber stamp

Place:

Date:

Note:

1. As per SEBI master circular ISD/AML/CIR-1/2010 dated February 12, 2010, ‘Politically Exposed Persons’ (PEP) are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc.
2. ‘Associate’ has the same definition as given under Section 2(1)(b) of the SEBI (Intermediaries) Regulations, 2008.
3. The current undertaking has to be stamped & signed by two designated directors or authorised signatory(ies) as per Board Resolution mentioning names and designations.
4. A revised undertaking stamped & signed by two designated directors or authorised signatory(ies) as per Board Resolution mentioning names and designations need to be submitted as and when there is change in any of the details submitted vide current undertaking.

### Disclosure with respect to Associates

(To be provided on the Letterhead of the applicant)

To:

National Commodity & Derivatives Exchange Limited,

Regd. Office,

1st Floor, Akruti Corporate Park,

LBS Road, Kanjur Marg (West),

Mumbai - 400 078.

(hereinafter called “NCDEX” or “the Exchange” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

BY

....…..................................................................................................................................……………… Regd.Office..............................................................................................................................................................................................................................................................…………………………………

(hereinafter called “The Undersigned” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS, SEBI vide its Circular No. CIR/MRD/DRMNP/65/2016 dated July 15 2016, and Circular No. SEBI/HO/CDMRD/DRMP/CIR/P/2018/52 dated March 21, 2018 directed that Clearing corporation shall not accept Fixed Deposit Receipts (FDRs) from trading/clearing members as collateral, which are issued by the trading/ clearing member themselves or banks who are associate of trading/ clearing member.

AND WHEREAS, as per Regulation 2 (b) of SECC Regulations 2012, Associate" in relation to a person shall include another person:

1. who, directly or indirectly, by himself, or in combination with other persons, exercises control over the first person;
2. who holds [more than] fifteen per cent shares in the paid up equity capital of the first person;
3. who is a holding company or a subsidiary company of the first person
4. who is a relative of the first person;
5. who is a member of a Hindu Undivided Family wherein the first person is also a member;
6. such other cases where the Board is of the view that a person shall be considered as an associate based on the facts and factors including the extent of control, independence, conflict of interest

AND NOW THEREFORE, to comply with the aforementioned directions issued by SEBI, the Undersigned hereby declares and confirms that:

1. The Undersigned confirms that, the following entities are associated with the Undersigned as ‘Associate’ in terms of the aforesaid Regulation:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name | Form of organization | PAN | Address | Type of intermediary  # | Whether  registered with SEBI (give  Regd. No. ) | Whether registered with Other Regulators (RBI, MCA, IRDA etc,) or  listed – If yes,  Registration No and name of regulator may be provided. | Nature of Interest |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

1. The undersigned undertakes to intimate the Exchange immediately, in case of any change in the aforesaid information submitted to the Exchange with regard to ‘Associates’ and thereby, stay complied with the aforesaid Regulation / circulars (as amended from time to time)
2. The Undersigned hereby undertakes to replace any collateral which become ineligible as per referred SEBI circular consequent to such change in its associates.
3. The Undersigned clearly understands and agrees that the Exchange may take necessary Disciplinary Action against the Undersigned in the event of breach of this Undertaking.

Thanking you.

Stamped and Signed by Authorised Signatory

Note:

**1. \*** The member is deemed to have direct/indirect interest in the following conditions:

1. Where he is individual, he or any of his relative being a broker/any intermediary, he or any of his relative being a partner in a broking firm/any intermediary, he or any of his relative being a director in a broking company/any intermediary or he or any of his relatives clubbed together holding substantial equity in any broking company/any intermediary engaged in capital market.
2. Where it is partnership firm/company, the relative(s) of partner(s)/director(s) in the firm(s)/corporate body being a broker/any intermediary or being partner(s)/director(s) in any broking/intermediary or the same set of shareholders holding substantial equity in other broking / any intermediary engaged in capital market
3. Relative shall mean husband, wife, brother, unmarried sister or any linear ascendant or descendant of an individual.

2. # Merchant Banker, Portfolio Manager, Registrar to Issue & Share Transfer Agent, Banker to an Issue, Mutual Fund, Venture Capital , Underwriter, Debenture Trustee, FII, etc

3. $ Definition of ‘Associate’ – Please refer Regulation 2(1)(b) of the Securities Contracts (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2012 of SEBI

4. Enclose copy of PAN card of associated stamp and signed by Authorised signatory

**(To be executed on stamp paper of Rs. 500/- and duly notarised)**

### TRADING MEMBERSHIP UNDERTAKING

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name of individual or company] (hereinafter referred to as **“the Undersigned”**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[type of company] registered under the Indian Partnership Act, 1932 / a Company / Body Corporate incorporated under the Companies Act, 1956 or Companies Act 2013 / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, \_\_\_, [deleted whichever is not applicable] and residing at / having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give this **UNDERTAKING** on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **IN FAVOUR of** National Commodity & Derivatives Exchange Limited (hereinafter referred to as **“NCDEX”**) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns, a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Ackruti Corporate Park, Near G.E. Garden, LBS Road, Kanjurmarg (West), Mumbai 400 078.

**WHEREAS;**

NCDEX has agreed to admit the Undersigned as a Trading Member in accordance with the Rules, Bye Laws and Regulations of NCDEX and their amendments made thereafter from time to time. And that NCDEX has as a precondition to the Undersigned being admitted as a Trading Member inter alia required the Undersigned to furnish the undertaking in the manner and on the terms enumerated herein below.

**AND WHEREAS;**

the undersigned is required to clear and settle the deals executed by the Undersigned, either by itself, by becoming Clearing Member of NCCL or …………….. or by making an arrangement with other Clearing Members through whom the deals could be cleared and settled, in accordance with the Rules, Bye Laws and Regulations of the NCCL or……………. (as applicable).

**NOW THEREFORE IN CONSIDERATION** of the premises and in consideration of NCDEX having agreed to grant the undersigned the trading membership, the undersigned unconditionally and irrevocably undertakes and agrees that:

1. the Undersigned shall comply with all such requirements, existing and in future with regard to and in connection with our admission as a Trading Member;
2. the Undersigned shall adhere and adopt the Rules, Bye Laws and Regulations of the NCDEX including any amendments made thereto from time to time and any guidelines or directions prescribed by the regulator or any other agencies from time to time;
3. the Undersigned shall adopt and abide by any requirements mandated by any other agency appointed by NCDEX for the purpose of trading systems from time to time;
4. the undersigned shall register and/or continue to be registered with the Registrar of Firms or any other authority under the Indian Partnership Act 1932 / Registrar of Limited Liability Partnership or any other authority under the Limited Liability Partnership Act, 2008. The undersigned also undertakes that it shall not, with the prior written consent of NCDEX, change the constitution of the firm or the sharing pattern of the firm; ***[applicable only to Partnership Firm/LLP]***
5. NCDEX shall be entitled to amend its Bye-laws, Rules and Regulations unilaterally and the Undersigned shall be deemed to have consented to them, and accordingly be bound by the Bye-laws, Rules and Regulations prevailing from time to time and NCDEX shall be entitled to all powers vested in them under the Rules, Regulations and Bye-laws, by which the Undersigned unconditionally agreed to be bound;
6. the Undersigned shall abide by the code of conduct prescribed in this regard, as laid down from time to time by NCDEX and also any Rules, Bye Laws, Regulations, circulars, guidelines etc. framed by SEBI or framed upon such direction of SEBI or other regulatory authorities from time to time;
7. the Undersigned shall maintain and preserve all information, records, books and documents pertaining to the business of the Undersigned as a Trading Member for such period as may be specified by NCDEX, SEBI, Securities Laws and any Rules, Bye Laws or Regulations made thereunder from time to time;
8. the Undersigned shall permit NCDEX, SEBI or any other authority appointed by it, as the case may be, for the purpose of inspection, for accessing all records, books, information, documents as may be required by them;
9. the Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by NCDEX, SEBI or any other authority appointed for the purpose, as the case may be, and shall comply with such audit requirements as may be framed by NCDEX from time to time;
10. the Undersigned shall follow and comply with such orders or instructions including any such order or instruction, whether being in the nature of a penalty or otherwise, as may be issued by NCDEX or any committee of NCDEX duly constituted for the purpose, in the event of the Undersigned committing any violation of any Rules, Bye Laws, Regulation or practice or code of conduct prescribed by NCDEX in respect of the conduct of the business in NCDEX;
11. the undersigned shall not engage itself either as a principal or employee in any business, other than that of securities, involving any personal financial liability except as permitted to engage in under the Securities and Contracts (Regulation) Rules, 1957, the Rules, Bye Laws & Regulations of the NCDEX or by the virtue of any applicable law;
12. the Undersigned shall conduct business at NCDEX prudently and shall ensure that it shall not conduct business which shall be prejudicial or detrimental to public interest in general, and to NCDEX in particular;
13. if any difference/dispute arises between the parties as to the interpretation, meanings or effect of this undertaking or as to the rights and liabilities of the parties to this undertaking or as to any other matter relating to the operations of NCDEX, the same shall be settled to the extent provided as per the Rules, Bye Laws and Regulations of NCDEX framed for that purpose;
14. the Undersigned shall pay to NCDEX, either directly or through the clearing member of NCCL or……………… or in any other manner as may be prescribed, any margins, costs, levies, compensations, charges and expenses including fees prescribed by NCDEX from time to time, arising from or incidental to the Undersigned operating on the NCDEX’s trading systems; and to establish other systems in accordance with the specifications prescribed by NCDEX from time to time;
15. the Undersigned shall use the infrastructure facilities and equipment provided by NCDEX only for the purpose for which they are permitted to be used;
16. the Undersigned understand and agrees that NCDEX is empowered/authorized to seek any information/statement of all bank accounts (maintained by me/us), opened/reported to the Exchange from time to time, from the concerned banks directly or through a financial technology solution provider authorised by the Exchange;
17. the Undersigned shall furnish security deposits, bank guarantees, pledge securities, hypothecate movables, create lien on bank accounts or furnish such other security as may be required by NCDEX from time to time and to do all acts, deeds and things to enable NCDEX to exercise all or part of the above mentioned securities/ deposits/ collateral to secure recovery of default in payment and other incidental charges relating to default and other dues of the NCDEX and its clearing agents, if any;
18. the Undersigned shall, in order to operate or continue to operate on the NCDEX platform, bring in additional deposits and funds to maintain the level of capital adequacy norms or any other norms as may be stipulated by NCDEX from time to time;
19. the Undersigned shall be an active participant on NCDEX on being admitted as a Trading Member;
20. the Undersigned understands that the Undersigned would be/is admitted as a Trading Member on NCDEX on payment of the prescribed membership fee, interest free deposit, and collateral securities in the manner as prescribed by NCDEX from time to time and that the Undersigned do unequivocally undertake that it shall not be entitled to make any claim for refund of the interest free deposit and collateral securities except when it surrenders its membership to NCDEX, and can claim only for balance amount lying after appropriation of amounts due from it towards its liabilities or obligation towards NCDEX and its Clearing Corporation;
21. without prejudice to the foregoing, NCDEX shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in the Rules, Bye Laws and Regulations of the NCDEX in force from time to time;
22. NCDEX shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at the offices of the Undersigned and NCDEX shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. and NCDEX has the right to inspect and supervise all computer systems, software programs, tele-communications equipment, VSAT etc., installed at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of NCDEX;
23. the Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of NCDEX without prior written consent of NCDEX except and to the extent as may be required in the normal course of its business;
24. the Undersigned shall keep the password in strict confidence and secrecy and shall not disclose the same to any person and Undersigned shall be bound by all transactions and trades done on the NCDEX by use of its password;
25. the Undersigned understand and agrees that, the data received through system/facility of NCDEX is only for the purpose of trading. We hereby undertake that the said data received by us shall not use for any other purpose other than the purpose for which it is provided and shall not directly or indirectly sell, lease, redistribute, transmit, retransmit, broadcast, download, store or otherwise provide or disseminate the NCDEX provided data or any part thereof in any form or by any means, (including without limitation by making hard copies or by electronic transfer;
26. where in the opinion of NCDEX, any change in the status of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of the Undersigned, NCDEX shall be entitled to review continuation of the Undersigned as a Trading Member of NCDEX; and the decision of the NCDEX in this regard shall be final and binding upon the Undersigned.;
27. the Undersigned undertakes and agrees that, within 3 days from the date of the meeting of the Board of Directors of the Undersigned or other competent committee, the Undersigned shall notify NCDEX of any approval or refusal to transfer the shares or securities forming part of the issued capital of the Undersigned, if such transfer has or is likely to result in any change in the composition of the Board of Directors of the Undersigned;
28. the Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by NCDEX from time to time;
29. the Undersigned undertakes to subscribe to the mandatory insurance cover as required by the NCDEX for the Trading Members and to pay the requisite insurance premium and also to comply with all requirements of NCDEX in respect thereof;
30. the Undersigned shall get itself registered with the relevant tax authority(ies)/mandi(s) or such other authorities as may be required from time to time and undertakes to pay all applicable taxes/mandi Fee/stamp duty and such other levies;
31. the Undersigned shall reimburse NCDEX any such tax(es), mandi fee, stamp duty etc., (including interests and penalties thereon if any) or any other levies, in the event of NCDEX being levied and made to pay or bear any such liability by the Statutory Authorities;
32. the Undersigned shall take prior approval of NCDEX before forming any partnership, subsidiary or acquiring a major shareholding in any other company; and undertakes to comply with any additional conditions as may be stipulated by NCDEX in that regard and agrees to be bound by any decision as may be taken by NCDEX on account thereof;
33. in the case of unlisted body corporates, the promoter group shall consist of the paid up capital as per the applicable laws of India. Further, in this regard, any change in the said promoter group or their shareholding interest shall be effected only after prior permission or intimation from/ to NCDEX (as applicable from time to time) and the undersigned agrees to pay any fee as prescribed by NCDEX from time to time for such changes in the promoter group;
34. the Undersigned agrees and undertakes that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee/collateral, securities or otherwise, with NCDEX, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to NCDEX and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the Rules, Bye Laws and Regulations of NCDEX. NCDEX shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the Undersigned, without any reference to the Undersigned;
35. the Undersigned shall ensure that the data communication link between the NCDEX’s equipment and Trading Member’s Trader Workstation shall be used on point-to-point basis only. The Undersigned shall further ensure the above link shall not be connected to any other telecommunication network, except as permitted by NCDEX;
36. the Undersigned agrees and undertakes that all transactions, deals, trades, acts and deeds done by any of its partners and all the documents/deeds executed by any of its partners shall be binding on the Undersigned and all its partners/designated partners; ***[applicable only to Partnership Firm/LLP]***
37. the Undersigned agrees to pay the all charges, fees or other monies prescribed by NCDEX from time to time as and when demanded by NCDEX including but not limited to membership charges and renewal of membership charges. NCDEX shall be entitled to suspend and/or terminate the membership of the Undersigned in the event of non-payment of any such charges by the Undersigned;
38. the Undersigned agrees that they shall not appoint any Dealer/Franchisee/Sub-broker or any Authorised Person to trade on its behalf. However, it shall be allowed to appoint any Dealer/Franchisee/Sub-broker or any Authorised Person to trade on behalf of Clients;
39. the Undersigned shall indemnify the NCDEX against any loss or damage including liabilities arising out of failure to comply with any or all of the above Clauses.
40. the Undersigned undertakes to make such contributions to Investor’s Protection Fund pertaining to the concerned segments as and when required by the NCDEX and also comply with all requirements of the NCDEX in respect thereof;

The Undersigned do hereby confirm that the information provided in its application form for the Trading Membership of NCDEX is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings shall be binding on my/ our successors and permitted assigns of the Undersigned.

For ………………………………**(Name of the Undersigned)**

Stamp and Signature

Date : Place :

In the presence of witnesses

1.

2.

**KINDLY NOTE: {NOT TO BE PRINTED}**

**All pages should be signed by**

* 1. Trading Member in case of Individual/Sole Proprietorship.
  2. 2 (two) designated Partners in case of a LLP firm
  3. All partner in case of a Partnership firm
  4. 2 designated directors in the case of a Company along with the CTC of the Board resolution authorising the directors to sign in this regard.

### Clearing Member Affiliation Details (for equity Segment):

To

NCDEX

Sub: - Clearing Member Affiliation in the Cash segment/Equity Derivatives Segment

We are getting enabled as a Trading member in the Cash segment/Equity Derivatives Segment of the Exchange. We wish to associate/ affiliate ourselves with below mentioned clearing member, who shall clear and settle trades done on segment Cash segment/Equity Derivatives on our behalf. \_\_\_\_\_\_\_\_\_(Clearing Member Name ) has vide their letter undertaken that they would clear and settle trades done on segment Cash segment/Equity Derivatives.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Clearing Member Name | Clearing Member Code | CM ID | PAN | SEBI Registration No | Designated Clearing Corporation | Segment |
|  |  |  |  |  |  |  |

Yours faithfully,

Signature of Authorised Signatory

Note- Strike out the name of the segments whichever is not applicable

**Format of Letter from Clearing Member for agreeing to clear the trades of Trading Member(for commodity Segment)**

(On the Letterhead of the Clearing membe)

Date:

To

National Commodity Clearing Limited (NCCL)

Akruti Corporate Park, 1st Floor,

LBS Road, Kanjur Marg (West)

Mumbai 400 078

Dear Madam/Sir,

**Subject: Trading Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We are a Clearing Member (Membership Code: \_\_\_\_\_\_\_\_\_ SEBI Registration no.\_\_\_\_\_\_\_\_\_) of NCCL.

We confirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Trading Member) who is a Trading Member of National Commodity & Derivative Exchange Limited (NCDEX) (SEBI Registration no.\_\_\_\_\_\_\_\_\_\_\_) has entered into clearing agreement dated with us for clearing and settlement of all Trades, , Deals, Transactions executed by the said Trading Member on NCDEX platform.

We agree and undertake to act as Clearing Member of the said Trading Member as per Rules, Bye Laws and Regulations of NCCL and to settle and clear all liabilities and obligations in respect of Trades, Transactions and Deals done by the said Trading Member on the NCDEX platform. We agree and undertake to perform all acts and activities required and incidental to clear and settle all such Transactions done by the said Trading Member.

A certified copy of the agreement executed between us as Clearing Member and the said Trading Member in this regard is annexed.

We shall continue to act as Clearing Member for the said Trading Member till we terminate the said Agreement in accordance with the terms of the said Clearing Agreement and inform such revocation in writing to the NCCL.

We shall comply with all the Rules, Bye Laws and Regulations of the Clearing Corporation and all circulars/directions issued thereunder by the NCCL from time to time.

Yours faithfully,

For………………………………………………..

Authorised Signatory/ies with name, designation and Rubber seal

(To be executed on stamp paper of Rs. 600/- and duly notarised)

1. **Clearing Member – Trading Member Agreement(For Commodity Segment)**

This agreement is made on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company/partnership firm/individual having its registered office/office/residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having SEBI Registration No. \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Clearing Member”) which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns)

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company/partnership firm/individual having its registered office/office/residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having SEBI Registration No. \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Trading Member”) which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns).

**Whereas**

1. \_\_\_\_\_\_\_\_\_\_\_ (Name of TM) has been admitted as Trading Member of National Commodity & Derivatives Exchange Limited [hereinafter referred to as **“NCDEX” or “Exchange”]** and is required to clear and settle the Deals executed by itself /himself by making an arrangement with a Clearing Member of the National Commodities Clearing Limited [hereinafter referred to as **“** “NCCL” or “Clearing Corporation” and through whom the Deals could be cleared and settled, in accordance with the Rules, Bye Laws and Regulations of NCCL.
2. \_\_\_\_\_\_\_\_\_\_\_ (Name of Professional Clearing Member/Strategic Trading Cum Clearing Member) has been admitted as Clearing Member of NCCL and is authorized to carry on the activities of clearing and settlement of Transactions/Deals/Trades (hereinafter referred to as “Deals”) on behalf of the Trading Members of NCDEX who have executed Deals/trades on the trading platform of the Exchange.
3. The Trading Member who desires to clear and settle the Deals through the Clearing Member and accordingly has approached the Clearing Member to undertake clearing & settlement of Deals executed by itself/himself and to discharge its/his duties & obligations towards NCCL on its / his behalf and the Clearing Member has agreed to do the same on the terms and conditions contained herein.

**Now, therefore, this agreement witnesseth as follows:**

1. In consideration of Trading Member agreeing to pay certain fees and charges mentioned herein and abide by the terms and conditions contained in this agreement, Rules, Bye Laws and Regulations of NCCL and NCDEX, the Clearing Member undertakes upon itself /himself**,** to the total exclusion of the Trading Member, the obligation of clearing and settlement of the Deals of the Trading Member executed/done on the trading platform of NCDEX and to do all the acts, deeds and activities incidental to the clearing and settlement of the Deals.
2. **Rights of the Clearing Member**
3. The Clearing Member shall be entitled to demand/receive from the Trading Member such deposits in such form as it/ he may specify from time to time.

Without prejudice to the generality of the above, the Trading Member shall place with the Clearing Member an amount of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as deposit which shall be maintained at all points of time. Subject to the provisions of Rules, Bye Laws and Regulations of NCDEX/ NCCL, in case of any shortfall in such deposit, the Clearing Member can initiate any action necessary to protect its /his interests in this regard against the Trading Member which may include restriction on further trading and close-out of open positions.

1. The Clearing Member shall be entitled to receive from the Trading Member such fees, charges, brokerage or commission in respect of various services which it /he renders or agrees to render to the Trading Member at such intervals as may be mutually agreed upon.
2. The Clearing Member shall specify, subject to the requirements prescribed by NCCL from time to time, the exposure limits upto which open positions can be taken by the Trading Member. Such limits may be increased or reduced by the Clearing Member from time to time subject to the upper position limit prescribed by the Clearing Corporation or the regulatory authorities. The Clearing Member shall have the authority to initiate any action necessary to protect its /his interests in this regard which may, inter alia, include restriction on further trading and close-out of open positions of the Trading Member or withdrawal/disablement of trading facility of the Trading Member
3. The Clearing Member shall be entitled to collect from Trading Member Margin(s) of such amounts of such kinds, as he may deem necessary, which at any point of time shall not be less than the amount stipulated by the NCCL from time to time. The Clearing Member shall have authority to collect such additional Margin(s) as the Clearing Member may deem necessary or as per the requirement of the NCCL whichever is more.
4. All monies (cash and cash equivalents), securities or other property (including commodities, whether in physical or dematerialized form), which the Clearing Member may hold on account of the Trading Member, shall be subject to a general lien for the discharge of the Trading Member’s obligations
5. The Clearing Member shall be entitled to receive from the Trading Member such amounts as may be required to be paid towards daily mark to market settlement, final settlement or such other settlement as per the requirement of Clearing Corporation at such intervals as may be mutually agreed upon.
6. The Clearing Member shall be entitled to receive from the Trading Member a statement containing (i) the details in respect of Margin amount, due and paid by the Trading Member to the Clearing Member on his own account, which the Clearing Member had paid to the Clearing Corporation for the purpose of meeting Margin requirements and (ii) a list of Client codes, names of the Clients, client-wise Margin amount collected by the Trading Member and paid to the Clearing Member, which the Clearing Member had paid to the Clearing Corporation for the purpose of meeting Margin requirements. Such statements to be furnished by the Trading Member to the Clearing Member periodically or as may be specified by NCCL providing the amounts paid by the Trading Member on it /his own account and on behalf of it / his Clients shall be conclusive and binding on itself / himself, the Clearing Member and all Clients of the Trading Member unless the contrary is proved to the satisfaction of the Clearing Corporation.
7. The Clearing Member shall, in the case of non-payment of dues by the Trading Member towards Margins, daily mark to market settlement, final settlement or such other settlement, fees, brokerage, commission and/or charges and penalties payable by the Trading Member but actually paid/ met by the Clearing Member, etc., have the authority, subject to the provisions in the Rules, Bye Laws and Regulations of the Clearing Corporation, to initiate any action necessary to protect its interests against the Trading Member including restriction on further trading or square-off/ close-out/ liquidation of open positions of the Trading Member and his/ her/ its Constituents or withdrawal/ disablement of the trading facility of the Trading Member by making necessary requests to the Exchange & NCCL for initiating such action. In such case, any loss arising due to the closing out of open positions will be recovered from the Trading Member.
8. Without prejudice to clause 9 above, in the event of non-payment of dues by the Trading Member as described above and in respect of trade obligations of the Trading Member, the Clearing Member will in addition to his/its right to adjust such dues/obligations from the collaterals placed by the Trading Member with him/it, have the authority to withdraw or disable the trading facility of the Trading Member by intimation to NCCL/NCDEX.
9. The Clearing Member shall have the right to require the Trading Member to undertake registration of all his Constituents and to comply with the requirements of `Constituent Registration Form’ and `Risk Disclosure Document’. For this purpose, the Clearing Member shall be entitled to collect such information from the Trading Member about the Constituents of the Trading Member as the Clearing Member may require, including the information pertaining to Constituents’ positions.
10. The Clearing Member shall have the right to require the Trading Member to allot each Constituent a distinct Constituent code.
11. The Clearing Member shall have the right to inspect the books of accounts, records, documents and computerized or other electronic data of the Trading Member and for the purpose, shall have free access to the premises occupied by Trading Member or by any other person on his behalf.
12. **Obligations of the Clearing Member**
13. The Clearing Member shall ensure that the Trading Member collects the Margins from it / his Constituents on such basis as may be prescribed by NCCL from to time.
14. The money deposited by each Trading Member shall be kept in a separate account by the Clearing Member, distinct from his own account and the Clearing Member shall provide the details to the Clearing Corporation as and when required.
15. The Clearing Member shall inform the Trading Member about the exposure limits (including any increase or reduction in such limits) upto which open positions can be taken by the Trading Member.
16. The Clearing Member shall be liable to pay to the Trading Member such amounts towards daily mark to market settlement, final settlement and such other settlement as per the requirements of NCCL.
17. The Clearing Member shall be required to refund any excess Margin money to the Trading Member as per mutual agreement.
18. The Clearing Member shall settle the accounts on a periodical basis as may be mutually agreed between the Clearing Member and the Trading Member which should be in accordance with the Rules, Byelaws, & Regulations ofNCCL.
19. In the event of Clearing Member being declared a defaulter by the Clearing Corporation the money held by the Clearing Member of the Trading Member (irrespective of whether it is of Trading Member’s own account or on account of Trading Member’s constituents) shall remain safe and shall not be utilised to meet the Clearing Member’s liabilities. In such cases, the positions of the Constituents and the Trading Members except that Trading Member because of whom the Clearing Member has defaulted shall be transferable to some other Clearing Member.
20. In the event of failure by the Clearing Member in the payment of any dues to the Clearing Corporation as well as Trading Member, the Trading Member shall, with the prior approval of the Clearing Corporation, have the right to transfer his own open positions as well as the open positions of his constituents immediately to another Clearing Member. The Clearing Member shall be obliged to pay to the Trading Member any costs incurred for such transfer of the open positions. Such transfer shall be as per norms prescribed by the Relevant Authority of NCCL.
21. The Clearing Member shall immediately inform NCCL/ NCDEX in case the Trading Member has defaulted in his payments.
22. If due to the default of the Clearing Member, the open position of the Trading Member is closed-out and any loss is incurred due to such close-out, the Clearing Member shall reimburse such loss to the Trading Member except to the Trading Member because of whom the Clearing Member has defaulted.
23. The Clearing Member shall treat the information pertaining to the Trading Member and of the Constituents of such Trading Member as confidential. The Clearing Member shall not disclose the same to any person except to the governmental, statutory, regulatory or legal authorities on a request made by these authorities in writing or as may be required under law.
24. The Clearing Member shall give a reasonable notice to the Trading Member before undertaking any inspection of books of accounts, records, and documents of the Trading Member.
25. The Clearing Member shall be required to provide reports/statements of mark to market settlement, final settlement or such other settlement, margin amounts and open positions to the Trading Member.
26. **Rights of the Trading Member**
27. The Trading Member shall be entitled to have all the Deals entered into by him on the trading platform of NCDEX, cleared and settled through the Clearing Member.
28. The Trading Member shall be entitled to receive intimation from the Clearing Member about the exposure limits (including any increase or reduction in such limits) upto which open positions can be taken by the Trading Member.
29. The Trading Member shall be entitled to receive reports/statements of mark to market settlement, final settlement or such other settlement, Margin amounts and open positions from the Clearing Member.
30. The Trading Member shall be entitled to receive from the Clearing Member such amounts towards daily mark to market settlement, final settlement and such other settlement as may be required to be paid by the Clearing Member as per the requirements of NCCL.
31. In the event of the Clearing Member being declared a defaulter by NCCL, the Trading Member, unless Clearing Member has defaulted because of default by the Trading Member, shall be entitled to transfer its / his open positions to some other Clearing Member with the prior approval of the Clearing Corporation and recover any costs incurred for such transfers from the Clearing Member.
32. In the event of failure by the Clearing Member in the payment of any dues to the Clearing Corporation or Trading Member, the Trading Member shall, with the prior approval of the Clearing Corporation, have the right to transfer his own open positions as well as the open positions of his Constituents immediately to another Clearing Member. The Trading Member shall also have the right to recover from the Clearing Member any costs incurred for such transfer of open positions.
33. In case the open position of the Trading Member is closed-out due to the default of the Clearing Member, the Trading Member, unless the Clearing Member has defaulted because of default by the Trading Member, shall be entitled to recover such loss arising on account of such closing-out from the Clearing Member.
34. The Trading Member shall be entitled to receive intimation from the Clearing Member before the Clearing Member undertakes inspection of books of accounts, records, documents etc. of the Trading Member.
35. **Obligations of the Trading Member**
36. The Trading Member shall pay to the Clearing Member such deposits in such form as the Clearing Member may specify from time to time.
37. Without prejudice to the generality of the above, the Trading Member shall place with the Clearing Member an amount of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) as aforesaid as deposit which shall be maintained at any point of time. Subject to the provisions of Rules, Bye Laws, and Regulations of NCCL, in case of any shortfall in such deposit, the Clearing Member can initiate any action necessary to protect its / his interest in this regard against the Trading Member which may include restriction on further trading and close-out of open positions and the Trading Member shall be bound by it.
38. The Trading Member shall pay to the Clearing Member such fees, charges, brokerage or commission in respect of various services which the Clearing Member renders or agrees to render to the Trading Member at such intervals as may be mutually agreed upon by them apart from the transaction charges or such other charges which the Trading Member may be liable to the Exchange and the Clearing Member shall have the right to recover the same in the manner and within time period as stipulated by the Exchange in order to enable the Clearing Member to remit the same to the Exchange within time prescribed by the Exchange.
39. The Trading Member shall pay to the Clearing Member Margins of such amounts as may be prescribed by NCCL from time to time including additional Margins, if any, or such higher amount of margins as may be mutually agreed with the Clearing Member. The Margins shall be deposited by the Trading Member within such time and in such form as may be specified by the Clearing Member.
40. The Trading Member shall collect the Margins from its Constituents on a gross basis.
41. The Trading Member shall be liable to pay to the Clearing Member such amounts towards daily mark to market settlement, final settlement and such other settlement as per the requirement of NCCL at such intervals as may be mutually agreed upon by them
42. The Trading Member acknowledges that all contracts which are not squared off and where information for giving and taking delivery is given by the Trading Member, would be Transactions for purchase and sale of the physical commodity and between Trading Member and Clearing Member, the Trading Member would coordinate with its Constituents to facilitate settlement of the contracts as per the Rules, Bye Laws, and Regulations of the NCCL and in the event of default, the Trading member shall be liable to pay to the Clearing Member all penalties and charges to which the Clearing Member shall be made liable on account of any such default.
43. The Trading Member shall co-ordinate with the Clearing Member to ensure that all requirements for giving or taking delivery as the case may be, are fulfilled. The Trading Member shall at all times be responsible to ensure compliance of all statutory requirements in respect of sale or purchase of goods including compliance of Food Safety Laws, Control Orders, orders on stock limits, payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time and other compliances under applicable laws.

1. All penalties / charges, etc. levied by the Clearing Corporation towards the non-compliance of delivery obligations or any other requirement pertaining thereto, shall be borne by the Trading Member. In the event of such penalty/charges being settled by the Clearing Member, the Trading Member shall be liable to reimburse such monies to the Clearing Member.
2. The Trading Member shall be liable to the Clearing Member for all liabilities towards obligations for payment of GST or such other taxes in the event of Trading Member or any of its Constituents takes/gives physical delivery and shall ensure that its Constituents comply with the GST laws as applicable to the Transactions. The Trading Member shall bear any surcharge or cess or the like liability as may be applicable under any law for the time being in force, on the Fees / Charges levied by the Clearing Member.

1. The Trading Member hereby authorizes the Clearing Member, to buy, sell, square-off, close-out or in any way dispose off any part or all of the Contracts / Collaterals / Commodities in physical or electronic form as the case may be, standing to the credit of the Trading Member should the Clearing Member deem it necessary for its protection. The Trading Member undertakes to indemnify and keep indemnified the Clearing Member against all losses, financial or otherwise on account of such action, and to reimburse all such incidental expenses thereof incurred by the Clearing Member.
2. The Trading Member acknowledges and understands that the obligations outstanding on the expiry of the contract results in physical delivery and as a part of the process, the electronic balances of commodities or goods maintained in which ever system as per process put in place shall be first debited or credited and the clients of the Trading Member are obliged to issue proper invoices under the Sales of Goods Act, 1930 for each sale. The Trading member understands and acknowledges that the settlement finality for a Trade on the Exchange platform is completed when the physical delivery leg is completed and till such time the Trading Member or his Client shall be fully responsible for completion of the Trade and resultant requirement.
3. The Trading Member shall submit to the Clearing Member a statement containing (i) the details in respect of Margin amount due and paid by the Trading Member to the Clearing Member on his own account, which the Clearing Member had paid to the Clearing Corporation for the purpose of meeting Margin requirements and (ii) a list of Client codes, names of the Clients, Client-wise Margin amount, collected by the Trading Member from his Clients and paid to the Clearing Member, which the Clearing Member had paid to the Clearing Corporation for the purpose of meeting Margin requirements. Such statements shall be furnished by the Trading Member to the Clearing Member periodically as may be specified by the Clearing Corporation providing the amounts paid by the Trading Member on his own account and on behalf of its Constituents which shall be conclusive and binding on the Trading Member, the Clearing Member and all its Constituents unless the contrary is proved to the satisfaction of the Clearing Corporation.
4. The accounts shall be settled on a periodical basis as may be mutually agreed between the Clearing Member and the Trading Member in accordance with the Rules, Byelaws, & Regulations of NCCL.
5. The Trading Member shall be obliged to reimburse any loss caused due to the closing out / liquidation of his open positions by the Clearing Member, in the case of non-payment of dues by the Trading Member towards Margins, daily mark to market settlement, final settlement or such other settlement, fees, Charges, brokerage, Commission, penalties and expenses.
6. The Trading Member shall do all such acts, deeds and activities which are necessary for the purpose of compliance by the Clearing Member of the Rules, Bye Laws & Regulations of NCCL.
7. The Trading Member shall undertake the registration of all its Clients/Constituents allot each Constituent a distinct constituent code as may be prescribed by the Exchange. The Trading Member shall comply with the requirements of the Constituent Registration Form and the ‘Risk Disclosure Document and any other “Know Your Customer” requirement as may be prescribed the Clearing Corporation /Exchange or any regulatory authority from time to time before accepting or placing orders on behalf of the Constituents.
8. The Trading Member shall issue Contract Note to his Constituents in compliance of Rules, Bye Laws and Regulations of the Exchange and shall also be responsible for payment of statutory levies, etc., stamp duties on such contract notes if applicable in accordance with applicable law.
9. The Trading Member shall provide such information about its Constituents as the Clearing Member may require including the information pertaining to Constituents’ positions.
10. The Trading Member shall maintain separate bank accounts to distinguish the (i) moneys received from or on account of and moneys paid to or on account of each of its Constituents; and (ii) the moneys received and paid on Trading Member’s own account and provide such details to the Clearing Member. The moneys belonging to one Constituent shall not be utilised for meeting the obligations of the Trading Member or some other Constituent.
11. The Trading Member shall keep such books of accounts as will be necessary to distinguish the (i) moneys received from or on account of and moneys paid to or on account of each of his Constituents; and (ii) the moneys received and paid on Member’s own account and provide such details to the Clearing Member.
12. The Trading Member hereby agrees and undertakes to do all things, which may be necessary in order to transfer its Constituents’ positions to the Clearing Member or another Trading Member in the event of his default. The Trading Member shall be obliged to pay for any costs incurred for transfer of open positions. In such case, the Constituent’s money shall remain safe and shall not be utilized to meet the Trading Member's liabilities. In the event of default due to failure of a specific Constituent to fulfill his obligation, the money of other constituents shall remain safe and cannot be utilized to meet the obligation of the defaulting Constituent.
13. If due to the default of the Trading Member, the open position of the Trading Member is closed-out and any loss is incurred by the Clearing Member due to such close-out, the Trading Member shall reimburse such loss to the Clearing Member.
14. The Trading Member shall allow the Clearing Member to have free access to the premises occupied by him or by any other person on his behalf and also extend reasonable facilities, for examining any books, records, documents and computerised /electronic data in his possession.
15. The Trading Member shall not clear and settle trades done by it/him through any other Clearing Member during the currency of this Agreement.
16. **GENERAL**

The Clearing Member and the Trading Member agree that it shall be their responsibility to get themselves registered with SEBI and such other Government / Regulatory Authority(ies), as may be required under Law and undertake to abide by the relevant Laws, Rules, Bye Laws and Regulations in force from time to time

1. **Termination of the Agreement**

The agreement entered into between the Clearing Member and the Trading Member may be terminated by either Party by giving at least 15 days written notice. Such cancellation or termination shall not have any effect on the Transactions/Deals executed before the date of termination taking effect and all rights, liabilities and obligations already accrued and the Parties shall enjoy the same rights and shall have same obligations in respect of such Transactions.

1. **Notice**

Any communication between the Clearing Member and Trading Member shall be made in any one or more of the following ways:

* 1. delivering it by post
  2. sending it by registered post
  3. sending it under certificate of posting
  4. sending it by express delivery post / courier services.
  5. sending it by telegram
  6. affixing it on the door at the last known business or residential address
  7. advertising it at least once in any prominent daily newspaper
  8. sending a message through the Trading System
  9. an electronic mail or fax

1. **Force Majeure**

No liability shall result to either Party for delay in performance or non-performance of the obligations under the agreement caused or contributed to by any event of Force Majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, military strikes, quarantine restrictions, declared general strikes in relevant industries, act of God, act of governmental, statutory, regulatory or legal authority, terrorist attacks and such other acts or events beyond the control of the non-performing party.

1. **No assignment**

Neither Party shall be entitled to assign or otherwise transfer this agreement or any benefits, rights, obligations or interests herein whether in whole or in part to any other person/agency without the prior written consent of the other party and shall be subject to the approval of the Clearing Corporation.

1. **Supersession**

This agreement shall supersede all previous communications between the Clearing Member and Trading Member with respect to clearing and settlement of Deals, both oral or written, and the provisions herein contained shall not be omitted, added to, modified or amended in any manner except in writing and signed by both the Parties hereof. This agreement shall also supersede and replace agreements, if any, which may have been executed with NCDEX with respect to the contents hereof.

1. **Non-waiver**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each right, power or remedy shall be cumulative.

1. **Arbitration**
2. All disputes, differences or questions arising out of or in relation to the agreement including the interpretation of the terms contained herein or in the Rules, Bye Laws and Regulations of NCCL/NCDEX or in regard to the obligations, failure or breach thereof by any of the Parties and/or of any matter whatsoever arising out of the Agreement, shall in the first instance be resolved mutually by the Parties.
3. If the parties fail to resolve the same mutually, then the same shall be referred to arbitration in accordance with the Rules, Bye Laws and Regulations of NCCL.
4. **Jurisdiction**

It is agreed that in any legal proceedings before any court in respect any suit or legal proceedings where NCCL/ NCDEX is, Party to the suit or legal proceedings, the courts in Mumbai shall have exclusive jurisdiction.

IN WITNESS THEREOF, the Parties to this agreement have caused these presents to be executed as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the day and year first above written.

Signed for and on behalf of

**CLEARING MEMBER** :

By :

Signature :

Title :

Witness :

Signed for an on behalf of

**TRADING MEMBER** :

By :

Signature :

Title :

Witness :

1. “Key Managerial Personnel”, in relation to a company, means- (i) the Chief Executive Officer or the managing director or the manager; (ii) the company secretary; (iii) the whole-time director; (iv) the Chief Financial Officer; and (v) such other officer as may be prescribed.” [↑](#footnote-ref-1)