

**CHECKLIST FOR SUBMISSION OF DOCUMENT FOR ACTIVATION -
TRADING CUM CLEARING MEMBER (TCM)**

SR. NO	LIST OF DOCUMENT	ANNEXURE	SUBMITTED (YES/NO)
1	Trading Member (TM) Undertaking	TCM-I	
2	Trading cum Clearing Member (TCM) - Undertaking	TCM-II	
	<p>Instructions for TM and CM undertaking</p> <ul style="list-style-type: none"> • Undertaking should be on a stamp paper of Rs. 300/- or franking of Rs. 300/- duly Notorized • The Stamp Paper must be in the name of the member executing the undertaking • The validity of the Stamp Paper being 6 (six) months, must be executed within that period. • Signature on all the pages by the authorised signatories as per Exchange records • Notary date should not be before the date of Execution of agreement. The Notary Stamp is stamped on all the pages • The Notary's name and address along with his signature appears on the last page • Signatures and addresses of two witnesses required. • Any corrections made have to be initialed by both the Member • Common seal should be affixed in-case of a corporate • If more than one stamp paper is used, the details given during starting of the undertaking must be typed and signed. The same must be stated on each Stamp Paper 		
3	<p>Application for Approved User</p> <ul style="list-style-type: none"> • PAN photocopy of proposed user Submitted 	TCM-III (a, b, & c)	
4	<p>Bank Account Details</p> <ul style="list-style-type: none"> • This is to be given on the letterhead of the Member/Bank. along with the bank account number and the date of opening of differed type of accounts should be mentioned against each account type. • 1)Settlement A/c 2) Client A/c ,2) Exchange Dues A/c and 4)Own A/c 	TCM-IV	
5	<p>Member Authorization Letter for Settlement a/c</p> <ul style="list-style-type: none"> • Duly acknowledged by Bank 	TCM-V	
6	<p>Member Authorization Letter for Exchange Dues a/c</p> <ul style="list-style-type: none"> • Duly acknowledged by Bank 	TCM-VI	
7	Details of Compliance officer	TCM-VII	
8	Confirmation on Base Minimum Capital (BMC)	TCM-VIII	
9	<p>BMC Deposit and Interest Free Deposit to Exchange</p> <ul style="list-style-type: none"> • Refer to Exchange web site for Deposit Structure 	https://www.icexindia.com/downloads/clearing-settlement-formats	
10	<p>Proof of Insurance</p> <ul style="list-style-type: none"> • to be taken from any of IRDA approved Insurance Company 	-	

11	CTCL Terminal (If required) <ul style="list-style-type: none"> • <i>Kindly refer circular no. ICEX/CTCL/2017-010 dt. Jan 23, 2017</i> 	-	
12	Latest Audited Balance Sheet, Profit & Loss Statement with schedules & Networth certificate and computation <i>(Not applicable if already submitted to Exchange)</i>	-	

Trading Member Undertaking

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this Undertaking submitted to Indian Commodity Exchange Limited executed by

Mr./Mrs./M/s. _____on
_____ day of _____, 20 ____.

Signature 1 (TM) _____

Signature 2 (TM)_____

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Rubber Stamp

Notary (Stamp & Seal)

Trading Member Undertaking

This undertaking is given at _____ this ____ day of _____, 20.....

To
Managing Director & CEO
Indian Commodity Exchange Limited (ICEX).
B-403A, Reliable Tech Park,
4th Floor, Gut No. 31, Thane-Belapur Road
Airoli, Navi Mumbai - 400 708

Hereinafter called "ICEX" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

BY
.....

Regd. Office:
.....
.....
.....

Hereinafter called "the Undersigned" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

WHEREAS ICEX has agreed to admit the Undersigned as a Trading Member on ICEX in accordance with the Bye-Laws, Rules and Regulations of ICEX in force from time to time.

AND WHEREAS ICEX, as a precondition to the Undersigned being admitted as a Trading Member, requires the Undersigned to furnish the undertaking in the manner and on the terms specified herein below:

NOW THEREFORE in consideration of ICEX admitting the Undersigned as a Trading Member of ICEX, the Undersigned hereby undertakes and agrees that:-

- 1. The Undersigned shall comply with all such requirements, existing and future, with regard to and in connection with appointment and continuance as a Trading Member;

Signature 1 (TM) _____

Signature 2 (TM) _____

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

2. On being admitted as a Trading Member, the Undersigned shall be active participant of ICEX;
3. The Undersigned shall abide by, comply with and be bound by the Bye- Laws, Rules and Regulations of ICEX as in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time;
4. The Undersigned shall abide by the code of conduct as laid down by ICEX from time to time.
5. The Undersigned agrees that ICEX 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 ICEX shall be entitled to all powers vested in them under its Rules, Regulations and Bye-laws, by which the Undersigned unconditionally agrees to be bound;
6. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Trading Member for such period as may be specified by ICEX from time to time;
7. The Undersigned shall permit ICEX or any other authority appointed by it for inspection, access to all records, books, information, documents as may be required;
8. The Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by ICEX, and shall comply with such audit requirements as may be framed specially by ICEX from time to time;
9. The Undersigned shall follow and comply with such orders or instructions, whether being in the nature of a penalty or otherwise, as may be issued by ICEX or any committee of ICEX duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, regulation or practice or code of conduct prescribed by ICEX in respect of conduct of the business in ICEX
10. The Undersigned shall conduct business at ICEX prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to ICEX in particular;
11. If any difference/dispute shall arise as to the interpretation, meaning or effect of this undertaking or as to the rights and liabilities of the parties to this Undertaking or in respect of any other matter relating to ICEX operations, the decision of ICEX shall be final, conclusive and binding on the undersigned;

Signature 1 (TM) _____

Signature 2 (TM) _____

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Notary (Stamp & Seal)

12. The Undersigned shall abide by and adopt the Rules and Regulations of the clearing and settlement systems of ICEX and any other agencies appointed by ICEX for this purpose and any amendments made thereto from time to time;
13. The Undersigned shall pay the costs and expenses including fees prescribed by ICEX from time to time, as communicated by ICEX forthwith on receipt of notice to the effect;
14. The Undersigned shall use ICEX infrastructure facilities and equipment only for the purpose for which they are permitted to be used so;
15. The Undersigned shall furnish security deposits, pledge of securities, hypothecation of movables, lien on bank accounts or such other security as may be required by ICEX / the Clearing Member from time to time and to do all acts, deeds and things to enable ICEX to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of ICEX and clearing house, if any;
16. The Undersigned shall bring in additional margin deposits and funds as and when required as decided from time to time to participate in the trading operations on ICEX;
17. The Undersigned are aware that the Undersigned would be/are admitted as a Trading Member of ICEX on paying the prescribed membership fee and security deposit and that the membership is not transferable for a minimum period of three years or any minimum period as may be stipulated from time to time by ICEX and the Undersigned do unequivocally undertake that the Undersigned shall not be entitled to make any claim for refund of the security deposit for a minimum period of three years even if the Undersigned intend to cease or to discontinue to trade on ICEX;
18. Without prejudice to the foregoing, ICEX shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned with the Clearing Member in such events or contingencies as may be stipulated in its Rules, Regulations and Bye-laws of ICEX in force from time to time;
19. ICEX 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 ICEX shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc, and ICEX has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment etc., which are provided by ICEX at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of ICEX

Signature 1 (TM) _____

Signature 2 (TM) _____

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Rubber Stamp

Notary (Stamp & Seal)

20. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of ICEX without prior written consent of ICEX except and to the extent as may be required in the normal course of its business. Similarly the undersigned hereby agrees not to use without express permission of ICEX, the name of ICEX to directly or indirectly promote business.
21. Where in the opinion of ICEX any change in the composition of the Board of Directors 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, ICEX will be entitled to review continuation of the Undersigned as a Trading Member of ICEX and, the Undersigned shall be bound by any decision taken by ICEX in this regard which shall be final.
22. The Undersigned hereby confirms and undertakes that he is competent in all respects to become a Trading Member of ICEX and to participate in futures trading. The undersigned further confirms that in case of any doubt or reference in future regarding validity of his candidature to become a Trading Member, the onus to prove the same shall lie on the undersigned himself and ICEX shall not be liable for any matter in case of such eventuality.
23. The Undersigned hereby confirms that in case of default of the undersigned, he shall be liable to pay the dues of ICEX out of his or their personal assets. The undersigned further agrees that in case of default of the undersigned, ICEX shall be legally entitled to attach all personal, movable and immovable, properties of the proprietor, in case of proprietorship, of all partners in case of partnership firm and all directors in case of a company.
24. The Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by ICEX from time to time.
25. The Undersigned undertakes to make such contributions to such Clients' Fund pertaining to ICEX as and when required by the exchange and also comply with all requirements of the exchanges in respect thereof.
26. The Undersigned shall arrange to get itself registered with respective relevant authorities under the law of land for the purpose of participating in the trading & clearing operation of the exchange (ICEX).
27. The Undersigned undertakes to subscribe to at his / its cost the mandatory centralized insurance cover as required by the exchange for the Trading Members in ICEX to pay the insurance premium as may be required by the exchange and also to comply with all requirements of the exchange in respect thereof.

Signature 1 (TM) _____

Signature 2 (TM) _____

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Notary (Stamp & Seal)

28. That the Undersigned shall forthwith inform ICEX in writing as and when any notice is received by any one or more of the Undersigned in connection with any institution of insolvency proceedings against any one or more of the Undersigned and that it shall also inform ICEX in writing before any one or more of the Undersigned initiate(s) any insolvency proceedings to be declared to be insolvent(s). The Undersigned further undertakes that it shall forthwith inform ICEX in writing on the onset of any circumstance which is likely to or may render any one or more of the Undersigned to be declared to be insolvent(s) or which is likely to or may render any one or more of the Undersigned liable to be subject to insolvency proceedings.
29. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with ICEX and / or with Clearing Member, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to ICEX 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 Byelaws, Rules and Regulations of ICEX. ICEX shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of other claims against the Undersigned, without any reference to the Undersigned;
30. That without prejudice to the rights, remedies whether legal or otherwise available to ICEX upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified ICEX against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
31. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.
32. The undersigned further agrees that ICEX reserves the right to terminate the membership of the applicant at any time in the event of non-compliance of any clause of this undertaking.
33. That the undersigned shall forthwith inform ICEX of any change in its constitution.

Signature 1 (TM) _____

Signature 2 (TM) _____

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Notary (Stamp & Seal)

The Undersigned do hereby confirm that the information provided in the application form of the Undersigned for the Trading Member of ICEX is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on the successors and permitted assigns of the Undersigned.

Name of the Trading Member: -----

Signature 1

Signature 2.....

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Rubber Stamp

Witnesses:

1. Name:

Signature.....

Address:

2. Name:

Signature.....

Address:

CLEARING MEMBER UNDERTAKING

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this undertaking submitted to Metropolitan Clearing Corporation of India Limited, executed by Mr. / Mrs. / M/s. _____ on _____ day of _____ 20____.

Signature.....
(Authorised Signatory)
Rubber Stamp
Notary (Stamp & Seal)

Signature.....
(Authorised Signatory)
Rubber Stamp

Clearing Member Undertaking - Commodity Derivatives Segment
(On Rs. 300 Stamp Paper, Duly Notarized)

CORPORATES

This undertaking is executed at _____ this _____ day of _____, 20____

We _____, a company incorporated under the Companies Act, 1956/ Companies Act, 2013 and having its registered office at _____ (hereinafter referred to as the 'Undersigned' which expression shall unless repugnant to the context include its successors, assigns and legal representatives) give this Undertaking IN FAVOUR of **Metropolitan Clearing Corporation of India Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at **4th Floor, Vibgyor Towers, Plot no. C-62, G Block, Opp. Trident Hotel, Bandra Kurla Complex, Bandra (E), Mumbai - 400 098.** (hereinafter referred to as the 'Clearing Corporation' which expression shall unless repugnant to the context include its successors, assigns and legal representatives)

WHEREAS the Clearing Corporation offers clearing and settlement services to any person/entity/organisation including any member / trading member of any recognised stock/commodity exchange subject to the provisions of Clearing Corporation's Rules, Bye-laws and Regulations and any other relevant regulations, circulars, guidelines issued by Securities and Exchange Board of India (SEBI) from time to time.

AND WHEREAS the Clearing Corporation has determined that the Trading Members of the Indian Commodity Exchange Limited (hereinafter referred to as the 'Exchange') are eligible to be admitted to Clearing Membership of the Clearing Corporation provided an application in writing and in the prescribed format is made to this effect to the Clearing Corporation.'

AND WHEREAS the Undersigned is a Trading Member on the Commodity Derivatives Segment of Exchange and is required to clear and settle the deals executed by the Undersigned, either by itself, by becoming Clearing Member of the Clearing Corporation 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 Clearing Corporation.

Signature.....
(Authorised Signatory)

Signature
(Authorised Signatory)

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Rubber Stamp

Notary (Stamp & Seal)

AND WHEREAS the Undersigned is desirous of becoming a Clearing Member of the Clearing Corporation and the Clearing Corporation has agreed to admit the Undersigned to the benefits of its Clearing Membership provided, inter alia, the Undersigned execute an Undertaking in its favour.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND IN CONSIDERATION OF THE CLEARING CORPORATION HAVING AGREED TO GRANT THE UNDERSIGNED AT ITS REQUEST, CLEARING MEMBERSHIP ON THE COMMODITY DERIVATIVE SEGMENT, THE UNDERSIGNED UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE AS FOLLOWS

1. That the Undersigned shall abide by, comply with and be bound by the Rules, Bye-laws and Regulations of the Clearing Corporation as in existence or as may be amended at sole discretion of the Clearing Corporation, from time to time and also with any circular, order, direction, notice, instruction issued by the Clearing Corporation, from time to time.
2. That the Undersigned shall execute, sign, subscribe, to such documents, papers, agreements, covenants, bonds and/or undertakings whether legal or otherwise as required by the Clearing Corporation from time to time.
3. That 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 the Clearing Corporation or any committee of the Clearing Corporation duly constituted for the purpose, in the event of the Undersigned committing any violation of any Rules, Bye laws, Regulations or practice or code of conduct prescribed by the Clearing Corporation in respect of the conduct of the business in the Clearing Corporation;
4. That the Undersigned shall furnish security deposits, pledge securities, hypothecate movables, create lien on bank accounts or furnish such other security as may be required by the Clearing Corporation from time to time and to do all acts, deeds and things to enable the Clearing Corporation to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of the Clearing Corporation and Exchange , if any;

Signature.....
(Authorised Signatory)
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Notary (Stamp & Seal)

Signature
(Authorised Signatory)
Rubber Stamp

5. That the Undersigned is aware that it would be admitted as a Clearing Member on paying the prescribed membership fee and security deposit and that the Undersigned do unequivocally undertake that it shall not be entitled to make any claim for refund of the security deposit, except when the Undersigned surrenders its clearing membership to the Clearing Corporation. The Undersigned agrees that in the event of surrender of Clearing Membership or otherwise, the refund of security deposit shall be subject to appropriation of amounts due from the Undersigned towards its liabilities or obligations towards the Clearing Corporation / Exchange and any other dues recognised as payable by the undersigned under the Rules/Bye-laws and Regulations of the Clearing Corporation / Exchange;
6. That without prejudice to the foregoing, the Clearing Corporation 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, Regulations and Bye-laws of the Clearing Corporation in force from time to time;
7. That the undersigned is fully aware and has full knowledge that the Clearing Corporation is not responsible or liable for any failure of computer systems, telecommunication network and other equipments installed at its offices and the Clearing Corporation shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc; and the Clearing Corporation has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment, etc, which are provided by the Clearing Corporation at the undersigned's office for which necessary assistance, cooperation and facility shall be provided and the Undersigned shall not make any alterations, modifications and changes without prior written consent of the Clearing Corporation.
8. That the Undersigned undertake to subscribe to the mandatory insurance cover as required by the Clearing Corporation for the Clearing Members in all or in any Clearing Segment and to pay the insurance premium and also to comply with all requirements of the Clearing Corporation in respect thereof. The Undersigned understands and agrees that in the event of non-compliance of this requirement, the Undersigned apart from being liable for such disciplinary action under the Rules, Bye-laws and Regulations of the Clearing Corporation, shall also be liable for payment of penalty and fees as may be prescribed by the Clearing Corporation from time to time.

Signature.....
(Authorised Signatory)

Signature
(Authorised Signatory)

Rubber Stamp
Notary (Stamp & Seal)

Rubber Stamp

9. That the Clearing Corporation will be entitled to review the Undersigned's continuation as a Clearing Member of the Clearing Segment of the Clearing Corporation, and if in the opinion of the Clearing Corporation any change in the composition of the Undersigned's Board of Directors has resulted or is likely to result due to any direct or indirect transfer of shares or securities in its share capital or in the share capital of any one or more companies or bodies corporate holding any part of its paid-up capital; and that any decision taken by the Clearing Corporation in this regard shall be final, conclusive and binding upon the Undersigned. This shall be notwithstanding to the requirement on the part of the undersigned to seek approval of SEBI / Exchange / Clearing Corporation wherever applicable.
10. That within three calendar working days from the date of the meeting of the Undersigned's Board of Directors or other competent committee, the Undersigned shall notify the Clearing Corporation of any approval or refusal to transfer the shares or securities forming part of its issued capital, if such transfer has or is likely to result in any change in the composition of its Board of Directors;
11. That the Undersigned shall take prior approval from the Clearing Corporation before forming any subsidiary or acquiring any other company.
12. The undersigned undertakes to cooperate in any audit inspection of its records/books of accounts either severally by the Clearing Corporation or jointly with Exchange and/or SEBI or by external agency/chartered accountants appointed by the Clearing Corporation, provided further that such audit may include forensic audit as may be decided by the Clearing Corporation.
13. That the Undersigned shall maintain, preserve and submit such information, periodic reports, records, books and such other documents pertaining to the working of the Undersigned as a Clearing Member for such period as may be specified by the Clearing Corporation from time to time; and shall comply with such audit requirements as may be framed by Clearing Corporation from time to time;
14. That the Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of the Clearing Corporation without prior written consent of Clearing Corporation except and to the extent as may be required in the normal course of its business;

Signature.....

(Authorised Signatory)

Rubber Stamp

Notary (Stamp & Seal)

Signature

(Authorised Signatory)

Rubber Stamp

15. That the Undersigned undertakes to make such contributions to Settlement Guarantee Fund pertaining to the Clearing Corporation as and when required by Clearing Corporation and also comply with all requirements of Clearing Corporation in respect thereof;
16. That the undersigned shall not engage itself either as a Principal or employee in any business other than that of securities or commodity derivatives involving any personal financial liability except as permitted under the Securities and Contracts (Regulation) Rules, 1957 and the Rules, Bye-laws and Regulations of the Clearing Corporation.
17. That the Undersigned shall comply with requirement of the Clearing Corporation that its dominant promoter group (DPG) shall consist only of persons who shall hold atleast 51% of the paid up capital (40% in case of listed companies) in accordance with the norms prescribed by the Clearing Corporation. The Undersigned further undertake that any change in its dominant promoter group or its shareholding interest shall be effected only after prior permission from the Clearing Corporation and any change in DPG without the consent of Clearing Corporation shall be considered as non-compliance and the Undersigned apart from being liable for such disciplinary action under the Rules, Bye-laws and Regulations of Clearing Corporation, shall also be liable for payment of penalty and fees as may be prescribed by Clearing Corporation from time to time
18. That the Undersigned shall forthwith inform the Clearing Corporation in writing as and when any notice is received by the Undersigned in connection with any institution of winding up proceedings against it and that the Undersigned shall also inform the Clearing Corporation in writing before the Undersigned initiates any proceedings to be wound up. The Undersigned further undertake that it shall inform the Clearing Corporation in writing on the onset of any circumstance which is likely to or may render it to be wound up or which is likely to or may render it liable to be subject to winding up proceedings.
19. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with the Clearing Corporation, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to the Clearing Corporation 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

Signature.....
 (Authorised Signatory)
 Rubber Stamp
 Notary (Stamp & Seal)

Signature
 (Authorised Signatory)
 Rubber Stamp

Byelaws, Rules and Regulations of the Clearing Corporation. The Clearing Corporation 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;

- 20. That without prejudice to the rights, remedies whether legal or otherwise available to the Clearing Corporation upon the Undersigned not complying with this Undertaking, in any manner, it shall indemnify and keep indemnified the Clearing Corporation against any loss/damage suffered by it whether legal or otherwise arising due to any non-compliance with the provisions of this Undertaking.
- 21. That in the event of any difference/dispute that may arise as to the interpretation, meanings or effect of this undertaking or as to the rights and liabilities of the Undersigned or Clearing Corporation or as to any other matter relating to the Clearing Corporation's operations, the same shall be settled in accordance with the provisions as contained in the Rules, Bye-laws, and Regulations of Clearing Corporation. Further that in the event of such dispute being raised, the decision of the Relevant Authority shall be final, conclusive and binding on the Undersigned.
- 22. That the Undersigned shall conduct business at the Clearing Corporation prudently and shall ensure that it will not be prejudicial or detrimental to public interest, and to Clearing Corporation.
- 23. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.

Signed sealed and delivered by the within named being the authorised person in terms of the resolution of the Board of Directors dated

For M/s _____

Signature

Signature

1. WITNESSES Name:..... Signature

ADDRESS:

2. WITNESSES Name:..... Signature

ADDRESS:

Before me

(On the letter-head of the member)

Application for New User ID Creation

Date: _____

Member ID: _____

To,
 Operation Department
 Indian Commodity Exchange Limited
 403-A, Reliable Tech Park, B-Wing, 4th Floor,
 Thane-Belapur Road,
 Airoli, Navi Mumbai - 400 708
 Board: +91 22 4038 1500
 Fax: +91 22 4038 1513

Dear Sir,

Sub: Application for New User ID

I, Mr./Ms. _____ (Name of the User) hereby apply for New User ID, through _____ (Trade Name of Member), a member of Indian Commodity Exchange Ltd. having Member Id _____ to act as Approved User for trading through MPLS / Point to Point / Internet terminals.

1. Status & Address of the office where terminal is to be located.	Registered Office	<input type="checkbox"/>	
	Head Office	<input type="checkbox"/>	
	Dealing Office Address	<input type="checkbox"/>	
	(Tick mark in the box wherever applicable)		
	Address:		
	City	Pin	
State	Tel. No.		
Fax No	Mob. No.		
E-Mail ID:			
2. Name of the Approved User	First Name	Middle Name	Last Name
3. Date of Birth of Approved User and Age			

4. Father's / Husband's Name of Approved User			
5. Residential Address of the Approved User	Address :		
	City		Pin
	State		Tel No./ Mobile No.
	E-Mail ID:		
6. Qualification of the Approved User			
7. PAN ID of Approved User (Attach Copy of PAN Card, self-attested)			
8. Nationality of Approved User			
9. Relationship of the Approved User with the Member	Employee / Authorised Person/ Client/ If Others, please specify (Strikeout whichever is applicable)		
10. Mode of connectivity for trading from the office where terminal is located.	MPLS		<input type="checkbox"/>
	Point to Point (P2P)		<input type="checkbox"/>
	Internet VPN		<input type="checkbox"/>
	(Tick mark in the box whichever is applicable)		

On approval, I/We hereby agree and bind myself/ourselves to be responsible for all acts, quotations made and transactions done or effected by the approved user on the Trading System of the Indian Commodity Exchange Limited.

I/We further undertake that I/we shall be responsible for all transactions done by the approved user using internet facility, if any, provided by Indian Commodity Exchange Limited or for any risk arising out of internet use and shall not hold Indian Commodity Exchange Limited responsible for any loss or risk arising from the use of internet trading.

In case the said user ceasing to be associated with me/us, I/we shall communicate to you the same along with related details and seek change/cancellation in the User ID so allotted against this application, as prescribed.

I/We certify that I/we have not applied for any other User ID in the name of the said user.

I/We further certify that the approved user as mentioned above is not suspended /debarred by SEBI/MCX/NCDEX/BSE/NSE and other Commodity Exchange / Stock Exchange.

Name of the Approved User:

Signature of the Approved User:

Name of the Member

Authorized Signatory

(Designated Director / Managing Partner / Proprietor / Karta)

Date:

Place:

(On the letter head of the member)
Application for Enabling Pro Trade from one location

Date _____

Member ID: _____

To,
The Trading Department
Indian Commodity Exchange Limited,
403-A, Reliable Tech Park, B-Wing, 4th Floor,
Thane-Belapur Road,
Airoli, Navi Mumbai - 400 708
Board: +91 22 4038 1500
Fax: +91 22 4038 1513

Dear Sir,

Sub.: Enabling User IDs for Trade in Proprietary (OWN) account from one location (default location).

I/We, _____ (name of the member and member ID) Trading Member of ICEX, wish to avail the facility of placing orders on "Pro-account" through trading terminal from default location.

In this regard, I/we are furnishing the following details:

Default location where Pro-account is to be enabled:

Sr. No	User ID	User Name	Location / City	Pin code

Please do the needful.

For, _____ (Name of Member)

Name & Signature of Designated Director/Designated Partner/Individual/Authorised Signatory under rubber stamp

(On the letter head of the member)
Application for Enabling Pro Trade from more than one location

Date _____

Member ID: _____

To,
 The Trading Department
 Indian Commodity Exchange Limited,
 403-A, Reliable Tech Park, B-Wing, 4th Floor,
 Thane-Belapur Road,
 Airoli, Navi Mumbai - 400 708
 Board: +91 22 4038 1500
 Fax: +91 22 4038 1513

Sub.: Enabling User IDs for Trade in Proprietary (OWN) account from more than one location.

Dear Sir,

I/We, _____ (name of the member and member ID) Trading Member of ICEX, wish to avail the facility of placing orders on "Pro-account" through trading terminal from more than one location. I/We hereby confirm that the undertaking for availing proprietary account order entry facility has been submitted by us to the Exchange. In this regard, I/we are furnishing the following details:

A. Default location where Pro-account is being availed:

Sr. No	User ID	User Name	Location/ City	Pin code

B. Additional locations (Can be provided as separate Annexure):

Sr. No	User ID	User Name	Location / City	Pin code	Name of the Director (s)/Partner(s)/ Authorized Supervising Person stationed at the location	Reason for enabling Pro Trading

Please do the needful.

For, _____ (Name of Member)

Name & Signature of Designated Director/Designated Partner/Individual/Authorised Signatory under rubber stamp

(The Undertaking is to be executed on a non-judicial stamp paper worth Rs.____)

Undertaking for availing Proprietary Account Trading Facility

I/We _____, an individual /a firm registered under the Indian Partnership Act, 1932 / a Company / body corporate incorporated under the Companies Act of 1956 and any amendments thereto, and residing at / having our registered office at _____ give this UNDERTAKING on this the _____ day of _____ 20__ at _____ IN FAVOUR of **Indian Commodity Exchange Limited**, a company incorporated under the Companies Act, 1956, with its registered office at 1st Floor, Office-109, Nodh No.- 1158 to 63/65/9, Hat Faliyu, Mahidharpura, Surat, Gujarat-395003 (hereinafter called "ICEX")

WHEREAS

ICEX provides the national level trading platform through Automated Trading software to enable its Trading Members for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations.

ICEX, has prescribed that the facility of placing orders on "Pro-account" through trading terminals shall be availed by the Trading Members only at one location of the Trading members as specified / required by the Trading Members; any trading terminal located at a place other than the above location shall have a facility to place order only for and on behalf of a Constituent by entering client code details as required by ICEX / SEBI; and In case any Trading Member requires the facility of using "Pro-account" through trading terminals from more than one location, such Trading Member shall request the Exchange stating the reason for using the "Pro-account" at multiple locations.

ICEX as a precondition to the Undersigned being permitted the facility of using "Pro-account" through trading terminals from more than one location, requires me/us to furnish the undertaking in the manner and on the terms herein below:-

NOW, THEREFORE IN CONSIDERATION OF ICEX having agreed to allow me/us at my/our request to avail the Pro-account trading facility from more than one location, I/we hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions:-

1. I/we undertake to enter proprietary orders only from the Pro-account terminals permitted by ICEX and undertake not to misuse the said "Pro-account" facility and state that the proprietary trades on the Pro-account terminals pertain to proprietary trades and not client trades.
2. I/we state that our Director(s) / Partner(s) is/are based at the location where the "Pro-account" trading terminals are located. The Pro-account facility shall be made available to the Approved Users only after obtaining the prior written consent of ICEX and subject to such terms and conditions as may be prescribed by ICEX from time to time.

3. I/we undertake not to use the "Pro-account" trading terminals for purposes other than the specified reason (s).
4. I/we undertake to take all such steps and/or precautions to ensure and keep ensured that the 'Pro-account' facility is not extended to a location other than the location of the trading terminals where the "Pro-account" facility is permitted by ICEX.
5. ICEX, at its absolute discretion, may make the Pro-account facility available to me / us only from the date of my/ our enablement on the Pro - account facility till such time as it may deem fit and further that the Pro-account facility may at any time be withdrawn by ICEX at its discretion without giving me / us any prior notice or any reasons whatsoever.
6. I/we shall execute, sign, and subscribe, to such other documents, papers, agreements, covenants, bonds, and / or undertakings as may be prescribed or required by ICEX from time to time.
7. I/we undertake to abide by all the provisions of the Bye-laws, Rules, Regulations and Circulars/norms and requirements that may be in force from time to time relating to use and operation of the Trading System and that they shall also mutatis mutandis become applicable to the use and operation of the Pro-account facility.
8. I/we undertake to render all possible assistance and cooperation to ICEX by providing all information in any form as it may require and shall produce such documents, records, accounts, books, data howsoever stored including data stored in magnetic tapes, floppy diskettes, other storage mediums etc. and any other information as may be required by ICEX at its discretion.

IN WITNESS WHEREOF this Undertaking is executed by the undersigned on the day, month, year and the place first mentioned above.

Signed by, for and on behalf of:

Before me

INSTRUCTIONS FOR UNDERTAKING

The Undertaking is to be executed on a non-judicial stamp paper worth Rs. 100/-if executed in State of Maharashtra. If this Undertaking is executed outside the State of Maharashtra, then it must be executed on a non-judicial stamp paper stamped in accordance to the duty as payable in the place of execution or on a non-judicial stamp paper worth Rs.100/-whichever is higher.

Further this Undertaking (including all annexures / schedules) has to be notarized before a Notary Public.

All the pages of this Undertaking (including all annexures / schedules) have to be signed in full. The persons signing should also sign in full at all places in the Undertaking where anything has been hand-written / any corrections have been made.

If the Trading Member is an individual, then the Undertaking has to be signed by the individual Trading Member himself. If the Trading member is a firm, then at least two partners are required to sign this Undertaking. If the Trading Member is a corporate, then the Undertaking has to be signed by the Managing Director or any two Directors of the company named as an authorized signatories of the company. In this case, the Undertaking has to be accompanied with a certified copy of the resolution of the Board of Directors of the company authorizing the person(s) executing the Undertaking to do so. The Common Seal of the company has to be affixed by the company on this Undertaking in the presence of such persons as authorized by the Articles of Association of the company. The Board Resolution should clearly state that the affixation of common seal shall be made in the presence of such persons as authorized by the Articles of Association of the company and should also clearly state the names of such persons. The above persons should sign the Undertaking as a token of their presence when the Common Seal is affixed.

(ON THE LETTERHEAD OF MEMBER OR BANK)

Date:

To,
The Membership Department
Indian Commodity Exchange Limited (ICEX).
Reliable Tech Park, B wing -403A,
4th Floor, Gut No. 31, Thane-Belapur Road
Airoli, Navi Mumbai - 400 708

Dear Sir,

Sub: Details of Bank Accounts.

Please note the details of Bank Accounts are as follows:

Name and address of the Bank	Name of the Branch	Account Number	IFSC Code	Name of Account	Purpose of Account	Date of Opening
				Name of Member -Proprietary Account	Own A/c	
				Name of Member - Client Account	Client A/c	
				Name of Member - Settlement Account	Settlement A/c	
				Name of Member - Exchange Dues Account	Exchange Dues A/c	

Thanking you,

Yours Faithfully
(Authorised Signatory)

(On letter head of member)

Format of letter to be submitted by Clearing Member to Clearing Bank for operation of Settlement Account (To be typed on Member's letter head)

Date:

To: [Clearing bank name and address]

Dear Sir,

Sub: Operation of Clearing Bank Designated Settlement Account for Metropolitan Clearing Corporation of India Limited ("MCCIL")

Settlement A/C No:	
Bank/Branch/Address	
Segment	Commodity Derivative Segment

With reference to the above, we note that:

1. MCCIL has established a clearing and settlement system, whereby its members will be able to undertake the clearing and settlement of deals admitted by it.
2. The bank has been nominated / appointed/ empanelled as a Clearing Bank by MCCIL for the purpose of undertaking Clearing and Settlement activities.
3. As per the Byelaws, Rules and Regulations of the MCCIL, member shall authorize the Clearing Bank to access their clearing account for debiting & crediting as per the instructions received from MCCIL, from time to time.
4. Having due regard to the above, we hereby irrevocably authorise the Clearing bank to debit and/or credit our above mentioned account number as per the instructions received from MCCIL from time to time. Further, we authorise the Clearing Bank to report balances and other information relating to this account to MCCIL as may be required by MCCIL from time to time. This irrevocable undertaking will be effective from the date of commencement of operation of the clearing account by the MCCIL.
5. We further hereby undertake to abide by such other or further guidelines / instructions as may be communicated / decided by ICEX and/ or MCCIL.

Yours faithfully,

Authorised Signatory

Member Id:

(On letter head of member)

Format of letter to be submitted by Member to Bank for operation of Exchange Dues Account

Date:

To: [bank name and address]

Dear Sir,

Sub: Operation of Exchange Dues for Indian Commodity Exchange Limited (ICEX)

Exchange Dues A/C No:	
Bank/Branch/Address	
Segment	Commodity Derivatives

With reference to the above, we note that:

1. ICEX undertakes clearing and settlement activity for its Members. ICEX has established a clearing and settlement system, whereby its members will be able to undertake the clearing and settlement of deals admitted on the Exchange.
2. As per the Byelaws, Rules and Regulations of the ICEX, member shall authorize the Bank to access their Exchange Dues account for debiting & crediting as per the instructions received from ICEX, from time to time.
3. Having due regard to the above, we hereby irrevocably authorise the bank to debit and/or credit our above mentioned account number as per the instructions received from ICEX from time to time. Further, we authorise the Bank to report balances and other information relating to this account to ICEX as may be required by ICEX from time to time. This irrevocable undertaking will be effective from the date of commencement of operation of the clearing account by the ICEX.
4. We further hereby undertake to abide by such other or further guidelines / instructions as may be communicated / decided ICEX.

Yours faithfully,

Authorised Signatory
Member Id:

Details of Compliance Officer

(On the letter head of the member)

To,
 The Membership Department,
 Indian Commodity Exchange Limited (ICEX).
 Reliable Tech Park, B Wing, 4th Floor-403A
 Gut No. 31, Thane-Belapur Road
 Airoli, Navi Mumbai - 400 708

Date:

Name of Member: _____

SEBI Registration No _____

Mem ID. _____

Details of Compliance Officer	
Name	
Father's Name	
Office Address details	
Contact Numbers	
Fax No:	
Residence Address details	
Mobile Number	
Date of Appointment	
Date of Birth	
PAN	
Educational Qualifications	
Email and Website address, if any,	
Previous Employment Details, if any,	

I / we hereby confirm that all the above details are true and correct. I / We undertake to intimate the Exchange as and when there is any change in the aforesaid information submitted to the Exchange

For, _____ (Name of Member)

Name & Signature of Designated Director/Designated Partner/Individual/Authorised Signatory under rubber stamp

(On letter head of Member)

To,
 Clearing & Settlement Department
 Indian Commodity Exchange Limited (ICEX).
 Reliable Tech Park, B-Wing 4th Floor - 403A
 Gut No. 31, Thane-Belapur Road
 Airoli, Navi Mumbai - 400 708

Date:

Sir,

Subject: Confirmation of Trading Profile with respect to Base Minimum Capital (BMC)

Reference: Member ID _____ & Type _____ (TM/SCM/TCM/PCM)

I/We hereby undertake to conform to the below trading profile in respect of our membership with ICEX.

Trading Profile	BMC Deposit (Rs in lakhs)	Tick (✓) whichever applicable
Non Algorithmic trading (Non- Algo)	10	<input type="checkbox"/>
Applicable to those clearing member (TCM/PCM) who intent to clear only non algo trades of trading members affiliated with them	25	<input type="checkbox"/>
Algorithmic trading (Algo)	50	<input type="checkbox"/>

** Note: BMC will be in form of 25% in Cash and balance 75% in Cash equivalents such as Fixed Deposit/ Bank Guarantee*

I/We further confirm that:

- a. I/We will immediately inform to the Exchange in case of any change in our trading profile.
- b. I/we hereby give our consent to the Exchange to block our deposits (if any) towards any shortfall in the BMC
- c. I/We understand that only the balance deposit remaining free after adjustment towards BMC requirements shall be treated as collaterals for purpose of trading.

For, _____ (Name of Member)

Name & Signature of Designated Director/Designated Partner/Individual/Authorised Signatory under rubber stamp