

Client Agreement

This agreement is made at this day of.....20.....by and between **M/s Astha Industrial Maintenance Services (P) Ltd.**, a company/firm/individual or any other body duly formed and registered under the Relevant Act, hereinafter called MEMBER OF THE EXCHANGE, having its registered office address at 17, Netaji Subhash Marg, Darya Ganj, New Delhi – 110 002, and company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called CLIENT, having its registered office address at

Witnessth:

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

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

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

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

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

In consideration of your handling derivatives transactions carried out on the MCX, I agree that

- 1) I have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading these instruments and am fully responsible for my dealings in these instruments.
- 2) I shall be bound by the Bye-Laws, Rules, Business Rules, and Customs of the MULTI COMMODITY EXCHANGE OF INDIA LIMITED and the Clearing House of the Exchange.
- 3) I shall deposit with you monies, Warehouse Receipts or other property, which may be required to open and/or maintain my account or maintain my position.
- 4) I shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures contracts as fixed from time to time by the Exchange.
- 5) I shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6) All monies, Warehouse Receipts or other property, which you may hold on my account, shall be held subject to a general lien for the discharge of my obligations to you under this agreement.
- 7) I hereby authorize you at your discretion, should you deem it necessary for your protection to buy, sell or close out any part or all of the derivative contracts held in my account with you. I will reimburse any or all such incidental expenses incurred by you.

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

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

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

SIGNED for and on behalf of

THE Member M/s Astha Industrial Maintenance Services (P) Ltd.

By :

Signature :

Title :

Witness :

SIGNED for and on behalf of

THE Client:

By :

Signature :

Title :

Witness :

**Client Registration Form
Business Rule - 27)**

[THIS INFORMATION IS THE SOLE PROPERTY OF THE MEMBER AND
WOULD NOT BE DISCLOSED TO ANYONE UNLESS REQUIRED BY LAW]

FOR OFFICE PURPOSES:

CLIENT CODE :
(TO BE INSERTED BY THE

SALESMAN CODE :
(EMPLOYEE CODE /

TRADING FIRM)

ASSIGNED BY THE TRADING FIRM)

VERIFIED BY :

AUTHORISED BY :

Member.s Name : M/s Astha Industrial Maintenance Services (P) Ltd..

Address : 17, Netaji Subhash Marg, Darya Ganj, New Delhi – 110 002

Telephone No. : .011 41564252 (8 Lines).

CLIENT INFORMATION:

PHOTOGRAPH
Please sign on the Photograph

Name of the Client :

(Surname)

(Name)

(Father.s/Husband.s Name

Sex:

Male / Female

Date of Birth: (ddmmyyyy)

Age: Years

Residential Address:

City:

Pin Code:

State :

Country:

Nationality:

Telephone No. (Res.):

Fax No. (With Std Code):

Name of Employer:

Office Address:

Pin Code:

State:

Country:

Telephone No. (Office):

Fax No. (With Std Code):.....

Residential Status: Indian / NRI / Others

Passport No:

Occupation:

Marital Status: Single / Married

SPOUSE INFORMATION

Spouse.s Name:
(Surname) (Name) (Middle Name)

Date Of Birth: (ddmmyyyy)

Occupation:

If Employed, Employer.s Name / Self Employment:

Details:

Designation:

Pan No:

Pan No.:.....

Income Range (Per Annum): Below Rs. 1 lakh
Rs. 1 lakh To Rs. 2 lakh
Rs. 2 lakh To Rs. 5 lakh
Above Rs. 5 lakh
(Strike Out Whichecker Is Not Applicable)

INVESTOR TYPE

Individual/Partnership Firm/Financial Institution/NBFC/Corporate

For Individual (If Employed):

Employer.s Name:

Address:

Designation:

Working With The Present Employer Since: :..... Yrs:..... Mths

For Individual (If Self Employed):

Establishment Name:

Address:

Designation:

Established Since:.....Yrs Mths

FINANCIAL DETAILS OF THE CLIENT:

For Partnership Firm/Corporate/Bank/Financial Institution/NBFC:

Name:.....

Exchange Registration No. (If applicable)

Total No. of Employees:

No. of Employees in the Back Office.....:

Networth of the Company:

No Of Directors of the Entity:

Names And Addresses of the Directors of the Company

S. No.	Name	Address
1.		
2.		
3.		
4.		

Bank Account Details :

Bank Name: (Multi Banks Then Give Details)

Branch:

Address:

Account No:

Account Type: Savings / Current /NRI

Telephone No.:

Fax No.:

Trading Experience :

..... Years In Commodities

..... Years In Derivatives

..... Years In Stocks

..... Years In Any Other Investment Related Field

Whether Registered With Any Other Member:

Name of the Member:

Name of the Exchange:

Client Code No.:

Collateral.s Submitted to the Trading Firm:

S. No.	Collaterals	Declared Value	% Haircut	Assigned Value
1.	Cash			
2.	Warehouse Receipts			
3.	Bank Guarantees			
4.	Immovable Property			
5.	Others (Specify)			

References

Client Introduced by

(Surname) (Name) (Father.s/Husband.s Name)

Introducing Client Code:

The details furnished by me/(name of the entity) are true to the best of my/(name of the entity) knowledge and belief. In case if any of the above information is found to be false or untrue then I am/(name of the entity) to be held liable for it.
(Signature of the Individual Client)

In case Of Partnership Firm / Financial Institution / Corporates

(Signature of the Directors of the Company Attested by the Company Seal.)

Personal Details of Partners/ Promotors / Directors:

1. Copy Of Income Tax Return
2. Salary Certificate
3. Proof Of Residence (Copy Of Passport/Ration Card/Driving Licence /Voters Identity Card)
4. Letter From The Banker Certifying The Account Number.

A Copy of the Following (Only Relevant) may be taken:

1. Income Tax Statement for the Last 2 Financial Years
2. Copy of The Balance Sheet for the Last 2 Financial Years
3. Copy of The Partnership Deed in Case Of A Partnership Firm
4. Copy of The Board Of Directors. Resolution For Participation In Derivatives Trading.
5. Copy of The Valuers Certificate in Case Of Immovable Property.
6. In Case of an Individual, submit a copy of
 - Passport
 - Ration Card
 - 3 Photographs (As Per Requirements Of The Member)
 - Copy Of The Salary Slip Of The Client For The Last Month.
7. Memorandum And Articles Of Association.