

BUSINESS PARTNER OPENING REQUIREMENTS

FOR INDIVIDUAL

1. One Latest coloured photograph signed across the photograph by the Business Partner.
2. Photocopy of PAN Card is mandatory for all category of Accounts (Please provide a clear photocopy of the PAN Card)
3. Proof of Identity of 'Individual' showing details such as Number, Date & Place of Issue, Date of Validity and Photography (any one of the following)
 - a) Passport
 - b) Voter ID
 - c) Driving License
 - d) PAN Card
4. Address proof of 'Individual' for both correspondence & permanent (any one of the following)
 - a) Voter ID
 - b) Driving License
 - c) Passport
 - d) Ration Card
 - e) Photocopy of Bank Passbook / Bank Statement (Not older than six months and should be attested by Bank with sign & stamp)
 - f) Latest Telephone/Electricity/Water Bill (Not older than 2 months) Telephone bills of fixed wireless phone and mobiles not to be accepted as address proof.
 - g) Identity Card / document with address, issued by
 - i) Central / State Govt. and its Department
 - ii) Statutory / Regulatory Authorities
 - iii) Public Sector Undertakings
 - iv) Scheduled Commercial Banks
 - v) Public Financial Institutions
 - vi) Professional Bodies such as ICAI, ICWAI, Bar Council etc., to their Members
 - vii) Colleges affiliated to universities.
5. Bank Account Proof (any of the following):
 - a) Photocopy of Cheque / Cancelled Cheque (Compulsory in case of MICR)
 - b) Copy of Latest Bank Statement / Passbook Clearly mentioned the Bank Account No, Branch Name & Client Name (Not older than 6 months)
 - c) Bank reference letter as per the format.
 - d) Educational Certificate (Minimum HS)
 - e) Original CA or Advocate reference letter as per format.
 - f) Office address proof - Bank Statement, Telephone Bill, Electricity Bill, Water Bill.

FOR PARTNERSHIP FIRM

1. Self Attested Copy of the Partnership Deed
2. Self attested latest passport size coloured photograph of all the partners

3. Self attested copy of address & Identity proof of all the partners.
4. Certified true copy of correspondence & permanent address proof of the Partnership Firm.
5. Self attested copy of PAN Card of the Partnership firm (Proof required for the same)
6. Self attested copy of PAN Card of all the Partners.
7. Self attested DP Account proof (The DP account cannot be opened in the name of a partnership firm. it has to be opened in the name of the partners i.e. joint account of partners)
8. Partnership Firm's Bank Account proof clearly mentioning Bank Account No., Branch Name & Firm's Name alongwith one cancelled cheque.
9. Partners Bank Account proof along with cancelled cheque.
10. Authority Letter in favour of partner(s) as per Annexure.
11. Certified true Copy of the Balance Sheet for the last 2 financial years

FOR CORPORATE BODY

1. Certified True Copy of Board Resolution for person(s) authorised by the Board of Directors to act as Authorised Signatory(ies). The Resolution may specify the manner of operation of the amount (singly or jointly) and authority given to the authorised signatories to open and operate the account as per 'Annexure'.
2. Certified True Copy of Memorandum & Articles of Association is required with Company's rubber stamp & Director's Signature.
3. Two self attested latest passport size coloured photographs of minimum 2 Directors and Authorised Signatory (ies).
4. Certified True Copy of address & Identity proof of the Directors & Authorised Signatory(ies).
5. Certified True correspondence & permanent address proof of the Company.
6. Certified True Copy of PAN No. of the Company as well as PAN No. of at least two Directors & Authorised Signatory(ies).
7. Company's DP Account proof clearly mentioning the DP ID, Beneficiary ID and the name of the Client.
8. Company's Bank Account proof clearly mentioning Bank Account No., Branch Name and Company Name alongwith 1 cancelled cheque.
9. List of all the Directors in the Letterhead of the Company and copy of Form-32 alongwith proof of filing with ROC.
10. Certified True Copy of the Balance Sheet for the last 2 financial years. (Copies of annual balance sheet to be submitted every year).
11. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary / director(s) / MD. (Copy of updated shareholding pattern to be submitted every year).
12. Net Worth Certificate of the Company by a CA.

FOR MCX & NCDEX ACCOUNT (MATTER TO BE PRINTED ON NON JUDICIAL STAMP PAPER OF RS. 50/-)

THIS NON JUDICIAL STAMP PAPER OF RS. 500/- FORMS PART & PARCEL OF ENCLOSED FRANCHISEE AGREEMENT BETWEEN TRADING MEMBER AND _____ IT'S FRANCHISEE

Name of Franchisee
Designation

AUTHORISED SIGNATORY

ACHIEVERS COMMERCIAL PVT LTD
Name of the Signatory

AUTHORISED SIGNATORY

ACHIEVERS COMMERCIAL PVT LTD

REGISTERED & CORRESPONDENCE OFFICE

32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA - 700008.

TEL.: +91 33 2445 6442 | FAX.: +91 33 2407 5408 | info@achieversequitiesltd.com | www.achieversequitiesltd.com

BUSINESS PARTNER REGISTRATION FORM

Dear Sir,

I/We request you to register me/us as your Business Partner, I/We have read the Rules, Byelaws & Regulations of the MCX, NSEL, ACE pertaining to the cash and derivatives segments and agree to abide by them. In this regard, I/we give the following information :-

BUSINESS PARTNER'S PERSONAL DETAILS

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

NAME : Mr. / Mrs. / Ms.

Father's / Spouse Name

Gender Male Female Marital Status Single Married Date of Birth

Name of the Firm (in case of Proprietorship Firm)

Correspondence Address

City PIN State Country

Nationality Indian Others (Please Specify)

Tel. (Office) Tel. (Resi.) Mobile

Fax E-mail

Permanent /Registered Office Address

City PIN State Country

EDUCATIONAL DETAILS Illiterate Under High School High School Graduate
 Post - Graduate Doctorate Other (Please Specify)

Details of NCFM/MCCP Qualified person associated with Business Partner (if any)

Professional Qualification	NAME	CERTIFICATE NOS.	DATE OF ISSUE	DATE OF EXPIRY
MCCP				
NCFM Commodities				

IDENTITY & ADDRESS PROOF DETAILS

(Any two of the following is mandatory & ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
Passport				
Driving License				
Voter ID Card				
PAN Card				

DOCUMENTARY EVIDENCE FURNISHED FOR FINANCIAL DETAIL : (Compulsory for trading in Derivatives)

AUDITED BALANCE SHEET ITR ACKNOWLEDGEMENT
 CA CERTIFICATE FOR NETWORTH

FOR CORPORATE & PARTNERSHIP FIRM

NAME OF THE COMPANY / FIRM	
Date of Incorporation / Formation	Date of Commencement of Business
Name of Business	
Registration No.	Place of Registration
Date of Registration	Registering Authority
PAN No.	MAPIN ID

BANK ACCOUNT DETAILS OF BUSINESS PARTNER

(Through which transactions will generally be routed)

Bank Name	
Branch	Phone
Address	
Pin Code	
Account No.	Account Type <input type="checkbox"/> Savings <input type="checkbox"/> Current
Date of Account Opening	MICR Number

Please Submit a letter from the banker certifying the account number and the period from which this account is in operation.

DEPOSITORY ACCOUNT DETAILS1. Type of Depository CDSL

Name of Depository	Beneficiary Name
DP ID	Beneficiary ID

2. Type of Depository NSDL

Name of Depository	Beneficiary Name
DP ID	Beneficiary ID

DECLARATION

I/We hereby declare that all the information and particulars given by me/us in this application are true to the best of my knowledge and belief. I/We agree to immediately inform you if there is any change in any of the information given in this application or in the Annexure to this application. I/We also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted there from, I/we am / are liable to be debarred from doing business in the cash & derivatives segments. I/We also agree to furnish such further information as you or the Exchange may require from me/us from time to time and I/we agree that if I/we fail to give such information, you shall have the right to cancel my/our registration and you or the Exchange shall have the right to debar me/us from doing business in the cash & derivatives segment of the various Exchanges.

Name of the Business Partner		
Place	Date	Reference No.
Signature of the Business Partner		STAMP & SIGNATURE

DETAILS OF DIRECTORS / PARTNERS AND PERSON AUTHORISED TO DEAL

NAME : Mr. / Mrs. / Ms.				PHOTOGRAPH Please affix your recent passport size photograph and sign across it	
Designation					
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married		Date of Birth
Equity Stake in Company					
Father's / Spouse Name					
Residential Address					
City	PIN	State	Country		
Tel. (Office)		Tel. (Resi.)		Mobile	
Fax		E-mail			
PAN No.		MAPIN ID			

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(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN Card				
Passport				
Driving License				
Ration Card				
MAPIN ID				
Voter ID Card				

DATE :
PLACE :

 SIGNATURE OF BUSINESS PARTNER

STAMP & SIGNATURE

DETAILS OF DIRECTORS / PARTNERS AND PERSON AUTHORISED TO DEAL

NAME : Mr. / Mrs. / Ms.				PHOTOGRAPH Please affix your recent passport size photograph and sign across it	
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DATE :

PLACE :

STAMP & SIGNATURE

SIGNATURE OF BUSINESS PARTNER

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Father's / Spouse Name					
Residential Address					
City	PIN	State	Country		
Tel. (Office)		Tel. (Resi.)		Mobile	
Fax		E-mail			
PAN No.		MAPIN ID			

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 SIGNATURE OF BUSINESS PARTNER

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Equity Stake in Company					
Father's / Spouse Name					
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Fax		E-mail			
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MAPIN ID				
Voter ID Card				

DATE :
PLACE :

 SIGNATURE OF BUSINESS PARTNER

STAMP & SIGNATURE

MEMBER-BUSINESS PARTNER AGREEMENT

This Agreement is made at _____ (place) this _____ day of _____ between M/s. ACHIEVERS COMMERCIAL PVT. LTD. a company incorporated under the Companies Act, 1956 and having its registered office at 32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA - 700008 (hereinafter referred to as "Member") of the First Part, AND _____ Individual / Partnership Firm / Corporate residing at / having office at _____ (hereinafter referred to as "the Business Partner") of the Second Part for opening a Business Partner office.

WHEREAS the Member is registered as member Broker with MCX / NSEL / ACE (hereinafter referred to as "The Exchanges") and carries on the business of commodities & commodity derivatives and allied activities both in the primary and secondary markets.

WHEREAS the Business Partner is well acquainted with various clients who wish to seek his assistance to deal in commodities as defined under the commodities Contract (Regulation) Act, 1956 and admitted for dealings on the Exchange(s) as defined in the Bye Laws of the Exchange (s) where the Member is a member/dealer.

WHEREAS the Business Partner has approached the member to be affiliated with the member with the object of assisting such client to deal through the member in the primary and secondary market and in such other product as permitted by the Member.

WHEREAS the Member is willing to accept the offer of the Business Partner on terms and conditions as mutually agreed.

NOW THEREFORE this agreement witnesseth and it is hereby agreed by and between the parties hereto as under:-

1. The Business Partner shall be competent to introduce, refer and facilitate the Client in dealing through the MEMBER in commodities primary and secondary markets fixed deposits of the companies, units of mutual funds and / or such other product(s) as permitted by the Member in writing.
 2. The Business Partner may conduct such business on behalf of his client with the Member and provide such facilities and services to the Clients on behalf of the member as may be authorized by the Clients in writing and as may be mutually agreed between the Member and the Business Partner. Such Agreement will, however, not contravene any provision of the present.
 3. The Business Partner undertakes and warrants to:
 - a. Give an undertaking on demand by the Member that he shall not make any claim of permanent ownership over the said business;
- b. Make necessary enquiries as to the prospective clients before referring/introducing to the Member, assist the Member to carry out KYC verification and immediately inform the Member of any fact, event or happening affecting the Client's honesty, solvency, creditworthiness or business reputation.
 - c. Be well versed with physical delivery system in the stock and commodities (except currency derivatives) on the Exchanges, and to assist both buyers and sellers who will intend to accept or deliver the physical stock or Commodities through the Member;
 - d. Maintain and guarantee total confidentiality and secrecy for the entire database, qualified research inputs and system support provided by the Member.
 - e. Carry on the business from the address given below and not carry on the same or similar business whether with or without use of the name of the Member, from or in connection with any other location without prior written approval of the Member.

Address : _____

 - f. Retain from appointing on its behalf any sub-franchise or entering any arrangement which tantamount to sub-franchise;
 - g. Not act as a Business Partner directly or indirectly, to any other Member affiliated to the Exchange;
 - h. Use only in the manner permitted by the Member, the name, logo Style and words, sign and marks of or associated with the Member;
 - i. Give prominence to the Member's name and logo over his own trade name in signboards, bill boards and publicity material whether in his business premises or otherwise;
 - j. Display one or more(s) with such information for clients and visitors as desired from time to time by the Member ;
 - k. Totally dedicate and exclusively use its premises for the business covered by this Agreement and further undertake and warrant the same shall not be leased or sub let or provided to anybody else for any purpose whatsoever;
 - l. Carry out advertising and publicity campaigns in its area, if required, at its own expense so however, that all outgoing communications involving the Member's name shall be with the prior written approval of the Member only ;

- m. Not advertise or issue price lists or circulars to entities other than the Clients in his contact;
 - n. Ensure the best possible contact so as to maintain the reputation and goodwill associated with the Member's name
 - o. Provide to the Member a copy of the database along with such developments, alterations, modifications and additions made thereto from time to time and permit the Member to retain a copy thereof during and on expiry or termination of this agreement;
 - p. keep in safe custody all forms, cash cheques / other banking instruments and all other documents in connection with or in respect to the collections / procurement and to duly deposit the same at the earliest with the Member / Member's Bankers or Authorised representatives;
 - q. be solely responsible for any loss or damage arising out of theft, Misappropriations or otherwise of the forms, cash cheques / Other banking instruments and all other documents in connection with or in respect to the collection / procurement;
 - r. Keep the computers, telephones and other systems at the premises in full working order for uninterrupted flow of business and to settle any customer complaints on this account ;
 - s. Maintain the confidentiality and integrity of the system ID provided to the Business Partner. Any and all transactions generating from the said ID shall be responsibility of the Business partner and ignorance or breach of security shall be no defense.
 - t. Indemnify the Member for any loss or damage caused to the member on account of any act or omission or negligence by the Business Partner or his/its employees;
 - u. not accept, permit, undertake or encourage any business for dealing in cash or dealing outside the recognized stock exchanges on which the member operates or in unlisted commodities;
 - v. Not encourage sales / purchase with the object of generating brokerage/Commission.
 - w. return forthwith to the Member on expiry or termination of the Agreement, all information, research inputs, records, databases and other documents that may have been provided by the Member to the Business partner during the continuance of this Agreement without retaining copies thereof;
4. The Business Partner acknowledges that the Member has permitted use of _____ trading terminal under User Code No. _____ for executing the trades on the personal accounts of the Business Partner and also in respect of the Client as introduced by the Business Partner. The said terminal shall be installed at the aforementioned premises of The franchisee. which shall work as

branch of Member. Member shall charge from the Business Partner terminal charges as may be fixed by the Member from time to time. The Business Partner shall, at all times, Keep the said terminal in good working condition. The Business Partner undertakes to ensure that the said terminal shall be operated by the either himself or by BCFM/NCFM cleared persons authorized by him with prior approval of the Member. The Business Partner accepts complete and unconditional responsibility of all the trades that may be executed through the said terminal and for the timely settlement obligations of all such trades. The Business Partner also accepts and agrees that records produced by the Member of the trades and transactions executed from the said terminal installed at the aforementioned premises shall not be disputed or contested by the Business Partner on any ground and that the same shall be accepted with complete responsibility.

- 5. The Member and Business Partner have understood and Agreed to abide by the commercial terms as set out in the scheduled annexed hereto. The Member reserves the right to amend or revise the commercial terms from time to time which amendments shall be effective upon Member giving the Business Partner not exceeding(7) prior days notice in writing.
- 6. The Business Partner shall in addition to the Margin (s) paid by the Client, pay an interest free fixed margin of an amount mutually agreeable between the Member and the Business Partner as a commodity for performance of the contract by the client introduced by him and hereby authorize the Member to adjust, in case of the failure of any of the clients to pay any dues of Clients to the Member, out of the set margin paid by the Business Partner. In case of any adjustment by the member, the business partner undertakes to replenish the same immediately within 24 hours of intimation or demand by the Member. After adjusting any such dues, if the amount of the margin is less than the amount of the margin mutually agreed between the Member and the Business Partner, the Business Partner hereby undertakes to pay the required amount to clear such shortfall within 24 hours from the time the member intimates the Business Partner of such shortfall.

Explanation : For the purpose of this agreement the term "Dues of Client" shall include the amount of money payable by the clients including, but not limited to, the purchased price of the commodities, auctioned debit, brokerage, margin money, service tax, auctioned debit and charges, service charges, depository charges, delay payment charges and all other amounts payable by the client to the Member.

- 7. Trading Confirmation: The Member shall send the trading Confirmation directly to the client, in form of contract note or otherwise via mail, e-mail, registered AD, oral communication or otherwise at the telephone/ fax number, e-mail addresses Intimated by the client to the Member. The cost and the expenses incurred in sending the trading confirmation to the client directly shall be shared

equally between the Member and the Business Partner

8. **Payment:** All payments for commodities brought by clients shall be made directly in the name of "ACHIEVERS COMMERCIAL PVT LTD". By way of account payee cheque. The cheque should be issued directly from the bank account belonging to the client and in no circumstances should the business partner obtain a payment from the client in its favour and remit the proceeds to the member. The Business Partner shall ensure that all cheques are issued from the concerned clients bank accounts mapped in with the Member and will not accept a third party cheque from any client for any transaction. If a third party cheque is found to have been credited in the account of the Business Partner or any client introduced by the Business Partner, the Business Partner shall be liable for fraud, criminal breaching of trust and criminal misappropriation of property apart from the negligence and breach of the authority and it shall be the duty exclusive of the Business Partner to get the same corrected. Without prejudice of the above the member may terminate this agreement without any further ground and retain the commodity deposit till all the matter of third party cheques are satisfactorily resolved.
9. For the payments due to the clients, the member will draw/account payee cheque drawn on a bank in KOLKATA payable to a specific bank account of the client to be intimated to the member in advance. Payment will not be made in the name of the Business Partner or a third party under any circumstances.
10. **Transfer of commodities:** As is the case with fund, all commodities which sold by the clients in dematerialised form should be delivered to the exchange in accordance with the settlement cycle. Shares should be delivered to the Member's pool account directly from the specific clients account and not from the third party account. Similarly shares purchased will be delivered directly to the client's de-mat account. (To be identified at the time of registration) and not to any other de-mat account or to the Business Partners De-mat account.
11. The Business Partner and the Member will assist and cooperate with each other in ensuring quick redressal of all client grievances and settlement of any arbitration proceedings arising out of the transaction entered into on behalf of the client.
12. The Business Partner agrees not to deal with any other broker for the transactions of the client during the currency or the various agreements executed between the members, the Business Partner and various clients. The Business Partner shall not entice or induce, directly or indirectly, any of the clients to deal with any other broking house or broker and shall ensure that all his clients deal with the Member. For this purpose Business Partner includes any entity to which the Business Partner or any of its partners or substantial share holders is connected as a relative or partner or shareholder.
13. The Business Partner shall ensure that all transactions in commodities on behalf of the clients are settled by delivery and/ or payment, between the contracting parties in accordance with the provision and the bye-Laws of the said exchange(s) and subject to the procedures for settlement of transactions laid down by the authority of the said exchange(s) from time to time.
14. Before introducing a new client and from time to time the Business Partner shall carry out necessary verifications of the client's identity, antecedents, genuineness, conduct, financial soundness, creditworthiness and market reputation. On his satisfaction only, he shall proceed for the Member-Constituent Agreement (a part of CRF). The Business Partner shall assist the Member in due completion of the Member-Constituent Agreement of the eligible client with all the required annexure, information and details as per the requirements of the relevant Exchange and in its transmission it to the Members. It is mutually understood that there will be a direct relationship with the Client and the Member and the Business Partner will ensure that the Member-Constituent agreement, know your client forms, risk disclosures documents etc. are properly executed between the client and the Member. The Business Partner shall also ensure that the de-mat account stated to be one of the clients really belongs to him and is in his name. The Business Partner shall indemnify and keep indemnified the member of, from and against any claim that may be made by any person, entity or regulatory authority relating to the execution of the client transaction.
15. The Business Partner shall, before introducing a client and accepting huge and unusual trade or potentiality suspicious transaction and from time to time, satisfy itself as to the genuineness of the client and the commodities delivered by him and the financial status of the client and shall indemnify and keep indemnified the Member of, from and against any claim that may be made by any person, entity or regulatory authority relating to the execution of the client transaction.

Explanation: For the purpose of this clause 'Suspicious Transaction' means as defined in the Preventing of Money Laundering Act 2002 and the Rules and Regulations framed there under.
16. The Business Partner shall ensure that a separate account is opened for each and every client introduced or serviced by him and in no case allow one client to trade in the account of other. The Business Partner shall ensure that all orders are placed as per instructions of the client only, in his Respective client code and in no case the order can be placed in the account of a client without his/her instruction.
17. It shall be the continuing responsibility of the Business Partner to ensure due payment of client dues and timely and good delivery for the funds and commodities pay in obligation of each client non delivery of the commodities obligation by the client, it shall be the primary responsibility of the Business Partner to remedy the situation, failing which the losses on account of default shall be to

the account of the Business Partner. For the purpose of this Agreement Client Dues shall include the amount of monies payable by the client including the price of the commodities, brokerage, Margin money, service tax, auction debit and charges, service charges, depository charges, interest charges and other amounts payable by the client to the Member.

18. Without prejudice to the Member's immunity from liability under the Member-Client Agreement, the Member shall not be liable for any losses that may be incurred by clients on account of their inability to square up positions or effect trades on a timely basis in the event of any of the following:

- a. Breakdown in connectivity between the Partner's office and the Member's office or between the Member's office and the exchange;
- b. Force majeure circumstances of the Member including but not limited to, act of god, fire, civil commotion, insurrection, embargo, Industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer service;
- c. Any restrictive action taken by the Member on the Business Partner warranted by the former's risk management strategy; and the Business Partner shall indemnify and keep the member indemnified from all claims by the clients arising or resulting from or relating to any of the aforesaid.

19. The parties undertake not to disclose any information gained during the course of this assignment to any third party without the express written consent of the other party except to any regulatory authority pursuant to any enquiry or investigation or by requirement of law or to an arbitration or a court of law in the course of proceedings in which both parties are involved . This obligation shall continue even after the termination of this agreement.

20. The Member, its officers, employees and contractors may, from time to time, inspect the premises, equipment, books, records and documents of the Business Partner. The Business Partner agrees to co-operate with the Member in such an event and provide all assistance and co-operation that may be required by the Member to complete the inspection and examination of records.

21. Any and all disputes arising out of or in connection with this agreement, validity, breach or performance shall be settle by arbitration by a single Arbitration to be appointed by the Member. The arbitration of the Arbitration and Conciliation Act 1996 as amended from time to time.

22. The Member reserved the right to inspect the premises, books, records and documents of the Business Partner. The Business Partner agrees to co-operate with the Member in such an event and

provide all assistance and co-operation that may be required by the Member to complete the commodity examination of records.

23. On the Business Partner being registered as Authorised Person or Authorized Person or other intermediary by whatever name called with SEBI or any agency designated by it, getting affiliated with the Member and executive Member authorised person client agreement with the clients or other agreements as required by SEBI, the provisions of this agreement not inconsistent with regulation applicable to such intermediary shall continue to apply.

24. The rights and the remedies herein are calculative and not exclusive of any rights or remedies provided by the law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

a) In event of the death or insolvency of the Business Partner or his otherwise becoming incapable of conducting business as such, Member may seize to deal with the Business Partner and the Business Partner or his / its legal representatives shall be liable for any losses, cost which may result there from to the same extent that the Business Partner would otherwise have been liable.

b) The Business partner, shall indemnity and shall always keep indemnified the Member harmless from an against all claims, demands, actions, proceedings, loss damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Member directly or indirectly owing to the transaction undertaken for the client by the Member.

25. This agreement may be terminated

- a. by either party by giving 90 days written notice to the other.
- b. by the Member by giving 30 days written notice where the Business Partner fails to comply with any of his obligations / covenants under this agreement
- c. on the violation of any of the term of this agreement not rectifiable.
- d. on the death or insolvency of the business Partner or his otherwise becoming incapable of performing this agreement.
- e. if the Member of any reason chases to be a Member of the respective stock exchange or if the registration issues by SEBI is cancelled.

26. Both the parties agree that such termination shall not effect the rights and liabilities of any party in relation to any transaction effected or rich committed prior to the date of termination and the parties shall be entitled to the same rights and be liable for its

obligations in respect of all such transactions of the agreement by efflux of time or otherwise. The liabilities and the indemnity of the Business Partner for act under this agreement shall survive the expiry of this agreement.

27. On termination of the agreement the Business Partner shall not solicit business for any product or services from the client who were serviced by its and shall forthwith disassociated itself from all the clients of the Member. The Business Partner also agrees not to deal with any other broker for the transaction of his clients for the next two months after the expiry or earlier termination of this agreement.

28. On termination of the agreement, deposit, if any, shall be refunded to the Business Partner after adjustment of dues and client dues, if any. The Member wants to retain a part of the deposit to meet the anticipated future liabilities on account of past transactions of the Business Partner the same shall be retained by the Member and the Business Partner shall be intimated accordingly.

29. In the event of any failure, interruption or delay in performance of the obligations of the Member resulting from acts, events or circumstances not reasonable within its control including but not limited to, act of God, fire, civil commotion, insurrection, embargo, industrial disputes, act of regulation of any governmental or supranational bodies or authorities, breakdown failure or malfunction of any telecommunication or computer services, the member shall not be liable or have any responsibility of any kind for any loss or damage thereby incur or suffered by the client or the Business Partner.

30. This agreement shall be subject to the jurisdiction of courts in Kolkata.

31. Subsequent to the agreement, if any time the Member issued any circular guidelines the same shall be automatically form part and parcel the main agreement and be binding on the Business Partner.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day month and year first above written

Name of Franchisee
Designation
AUTHORISED SIGNATORY

NAME & ADDRESS OF 1ST WITNESS

NAME
ADDRESS

SIGNATURE OF 1ST WITNESS

--

ACHIEVERS COMMERCIAL PVT LTD
Name of the Signatory
AUTHORISED SIGNATORY

NAME & ADDRESS OF 2ND WITNESS

NAME
ADDRESS

SIGNATURE OF 2ND WITNESS

--

PLACE :
DATE :

COMMERCIAL TERMS & CONDITIONS OF THE MEMBER-BUSINESS PARTNER AGREEMENT

1. **DEPOSIT** - The MEMBER confirms having received an initial deposit from the Business Partner consulting a margin of Rs. _____.
2. **TRADING LIMITS** - All clients of the Business Partner will provide Margin either by way of cash and/or in the form of approved commodities. Margins will be computed after applying appropriate haircuts on the approved commodities and after deducting mark to market losses on the approved commodities (provided as margin).

The MEMBER has the right to impose higher or lower margins if the MEMBER considers it prudent to do so. Upon intimation of such a requirement for higher margins, the Business Partner shall forthwith bring in the required additional margins through cash and/or approved commodities from his clients. The MEMBER may also insist on the additional margin being bought on only by way of cash.

In case of any changes stipulated by the Commodity Exchanges or in the event of the MEMBER considering it prudent to do so, the modalities of levying margins will be revised accordingly.
3. **TRADING TERMINALS** - The MEMBER will provide the Business Partner with software for entering trades on the MCX, NSEL, ACE on behalf of its clients registered with, the MEMBER, the Business Partner will have to arrange for the necessary hardware and connectivity to install the package and make it operational. The cost of software amount to Rs. _____, Annual Maintenance Charges @ Rs. _____ per annum and segment wise monthly CTCL IP charges Rs. _____/ID, shall be paid by the Business Partner.
4. **TRANSFER OF commodities** - As all commodities which are sold by the client of the Business Partner should be delivered to the MEMBER'S pool account directly from the specified client's account and not from a third party account Similarly Commodities purchased will be delivered directly to the Franchisee's Client's DP account (to be identified at the time of registration) and not to any other DP Account to the DP Account of the Business Partner. In case of fund, MEMBERS will not receive any third party payment or from any unregistered bank account. A/c. No. is not registered with MEMBER)
5. If the Business Partner becomes inoperative within 6 months in that case entire license fee & marketing expenses if any will be recovered from the margin deposit.
6. Business Partner should generate Rs. 3000 net to ACPL after 3 months from the commencement of Business, otherwise deficit amount will be recovered under the head CTCL charges and connectivity charges.
7. Business Partner those who will generate revenue of Rs. 20000/- in a month on company's part will get a waiver of CTCL charges for that month.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day month and year first above written

Name of Franchisee
Designation
AUTHORISED SIGNATORY

NAME & ADDRESS OF 1ST WITNESS

NAME
ADDRESS

SIGNATURE OF 1ST WITNESS

ACHIEVERS COMMERCIAL PVT LTD
Name of the Signatory
AUTHORISED SIGNATORY

NAME & ADDRESS OF 2ND WITNESS

NAME
ADDRESS

SIGNATURE OF 2ND WITNESS

PLACE :
DATE :

SECURITY DEPOSIT

MCX

NSEL

ACE

DEPOSIT IN CHEQUE

Rs.

Rs.

Rs.

CHEQUE No.

DATE

BROKERAGE TERMS

	MCX	NSEL	ACE
JOBGING	% <input type="text"/> min <input type="text"/>	% <input type="text"/> min <input type="text"/>	% <input type="text"/> min <input type="text"/>
DELIVERY	% <input type="text"/> min <input type="text"/>	% <input type="text"/> min <input type="text"/>	% <input type="text"/> min <input type="text"/>

Service Tax & other charges as applicable

SHARING WITH FRANCHISEEFIXED BROKERAGE YES/NO SHARING RATIO (CLIENT : ACPL) SCHEME

Service Tax & other charges as applicable

REMARKS

CONNECTIVITY TERMS

MODE OF CONNECTIVITY	VSAT EXT "C"	HCL / HECL
	COST	Rs. <input type="text"/>
BROADBAND	Refundable	Rs. <input type="text"/>
MONTHLY CHARGES	Monthly	Rs. <input type="text"/>

SEGMENTS ALLOWED

MCX	NSEL	ACE
<input type="text"/>	<input type="text"/>	<input type="text"/>

EXPOSURE / LIMITS

CASH SEGMENT	Client Wise on the basis of margin deposit	DELAY PAYMENT CHARGES
DERIVATIVES SEGMENT	Client Wise on the basis of SPAN+MTMV	<input type="text"/>

BUSINESS TERMS
 APPOINTMENT CATEGORY FRANCHISEE BUSINESS PARTNER AUTHORISED PERSON
DOCUMENT STATUSBusiness Partner Agreement MCX NSEL ACEAuthorised Person Registration MCX NSEL ACE

BRANCH NAME

SOURCE

INTRODUCED BY

REMARKS

SERVICE

SIGNATURE OF HOD

SIGNATURE OF MANAGER MARKETING

SIGNATURE OF BUSINESS PARTNER

DECLARATION

To,
ACHIEVERS COMMERCIAL PVT LTD
32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA 700008

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

With reference to appointment of Mr. / M/s. _____ as a Business Partner of ACHIEVERS COMMERCIAL PVT LTD. I/We wish to inform you that I/any of the partners/Directors have not been convicted of any criminal offence involving any moral turpitude and neither is any legal proceedings pending in any court of LAW.

I/We also wish to inform you that I/we are qualified and eligible to be registered as Authorised Person.

I/We also wish to inform you that I/we are not registered/affiliated associated with any other broker/Authorised person in the commodities business.

Or

I/We also wish to inform you that I/we are registered / affiliated associated with _____ as _____ in the commodities Business and undertake to discontinue such registration / affiliation / association with in a period of 1 month from date of this agreement.

I/We also hereby undertake that I/we shall deal directly with the investors and not through any other person.

I/We also hereby undertake that I/we are registered as your Authorised Person, I/we shall neither hold out myself/ourselves as Authorised Person nor shall do any act reserved for Authorised Person by the FMC/MCX/NSEL/ACE.

SIGNATURE: _____

NAME _____

DESIGNATION _____

SAMPLE REFERENCE LETTER FROM THE BANKER

To,
ACHIEVERS COMMERCIAL PVT LTD
32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA 700008

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

This is to certify that the savings / current account no. _____ of Mr. / Ms. / M/s. _____ held jointly with Mr. / Ms. / M/s. _____ with our branch, has been active since _____.

We confirm that the signature of the client agrees with the specimen held in our records. This verification is without any responsibility on the part of the bank or the signing officer.

Signature of Business Partner: _____

Signed in my/our presence and attested by me/us

Bank Name & Address
Name & Signature of Authorised Signatory
Stamp of the Bank Branch

FORMAT OF BOARD RESOLUTION

(To be given on the pre-printed letter head of the Company)

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF _____
_____ LTD. AND HAVING ITS REGISTERED OFFICE AT _____

HELD ON _____ DAY OF _____ 201____ AT _____ AM / PM

RESOLVED THAT the company is authorized vide object No. _____ of the Memorandum and Articles of Association to undertake stock broking related activities and to enter into a Member Franchisee agreement with "ACHIEVERS COMMERCIAL PVT LTD". RESOLVED FURTHER that ACHIEVERS COMMERCIAL PVT LTD be and is hereby authorized to accept the oral/written instructions of Mr./Ms. _____, and/or Mr. /Ms. _____ for the activities to be carried out by the Company under the Member Franchisee Agreement and for the appointment of Approved Users for operating the Trading Terminal provided by ACHIEVERS COMMERCIAL PVT LTD.

RESOLVED FURTHER that Mr./Ms. _____ and/or Mr./Ms. _____ Directors of the Company be and are hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to give effect to this resolution.

AND FURTHER RESOLVED THAT the Common Seal of the Company be affixed, wherever necessary, in the presence of any Directors or of any one Director and Company Secretary, who shall sign the same in token of their presence.

For _____ Ltd.
Chairman / Company Secretary

MARGIN TERMS

To
The Accounts Department
ACHIEVERS EQUITIES LIMITED
32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA 700008

D	D	M	M	Y	Y	Y	Y

Dear Sir/Madam,

This is to state that I/We is/are giving a margin of Rs: _____ initially. Thus to declare that the rest of the margin amount required to be adjusted from the brokerage earning per month by _____% or by Rs: _____ Thus I/We shall be bound by the norms of the company if there are any changes.

Thanking You,

Name of the Authorized person: _____

Signature: _____

USER ENROLLMENT FORM

FOR IT DEPARTMENT

FOR OFFICE USE ONLY :	CTCL TYPE: [] OFFLINE [] ONLINE	CTCL USER ID :
PAN NO.		
	Details of Branch Manager	Details of NCFMMCCP Holder
Name		
Father's Name		
Date of Birth		
Address	a) Terminal Location Address	b) NCFM Holder Residential Address
	Pin State	Pin State
Phone No.		

Details of NSE/MCX/NCDEX Certificate Exams Passed :

MODULE :	MCX MCCP NO. _____	EXP.: ___/___/___
	NCDEX NCFM NO. _____	EXP.: ___/___/___

SEGMENT : MCX NCDEX SPOT
 (Tick whichever is applicable)

CONNECTION THROUGH Leased Line Internet VSAT Dial Up

FOR OFFICE USE ONLY	ACTIVATION DATE
BRANCH CODE :	ALLOTTED ODIN ID
12 DIGIT <input type="text"/>	(_____) Approved By : _____
<input type="text"/>	(_____)
<input type="text"/>	(_____) Signature _____

Admin Entry Made by :	Signature :
FOR DEACTIVATION ONLY : MCX NCDEX SPOT	CTCL ID :
(IF REQUIRED) 12 Digit :	<input style="width:100%;" type="text"/>
With Effect From :	
Approved By	Signature :
Admin Entry Made by :	Signature :

SIGNATURE OF BUSINESS PARTNER

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USER ENROLLMENT FORM

FOR OFFICE COPY

FOR OFFICE USE ONLY :	CTCL TYPE: [] OFFLINE [] ONLINE	CTCL USER ID :
PAN NO.		
	Details of Branch Manager	Details of NCFMMCCP Holder
Name		
Father's Name		
Date of Birth		
Address	a) Terminal Location Address	b) NCFM Holder Residential Address
	Pin State	Pin State
Phone No.		

Details of NSE/MCX/NCDEX Certificate Exams Passed :

MODULE :	MCX MCCP NO. _____	EXP.: ____/____/____
	NCDEX NCFM NO. _____	EXP.: ____/____/____

SEGMENT : MCX NCDEX SPOT
 (Tick whichever is applicable)

CONNECTION THROUGH Leased Line Internet VSAT Dial Up

FOR OFFICE USE ONLY	ACTIVATION DATE												
BRANCH CODE :	ALLOTTED ODIN ID												
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Admin Entry Made by :	Signature :
FOR DEACTIVATION ONLY : MCX NCDEX SPOT	
(IF REQUIRED) 12 Digit :	CTCL ID :
With Effect From :	<table border="1" style="width:150px; height:20px;"></table>
Approved By	Signature :
Admin Entry Made by :	Signature :

SIGNATURE OF BUSINESS PARTNER

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making money differently

ACHIEVERS

COMMERCIAL PRIVATE LTD

Member Franchisee Agreement MCX | ACE | NSEL

32/A, DIAMOND HARBOUR ROAD, SAKHERBAZAR, KOLKATA - 700008.

Tel.: +91 33 2445 6442 | Fax: +91 33 2407 5408 | info@achieversequitiesltd.com | www.achieversequitiesltd.com

NAME

BUSINESS PARTNER CODE

BRANCH CODE / RM / AP

FILING / GROUP CODE

ACTIVATION DATE

FOR OFFICE USE ONLY

NAME

BRANCH CODE

BUSINESS PARTNER CODE

ACTIVATION DATE

FAMILY CODE

REM CODE

CTCL ID

FORM CHECKED BY

Name : _____ Signature : _____ Date : _____

AUTHORISED & APPROVED BY

Name : _____ Signature : _____ Date : _____

BACK OFFICE CODE & SHARING FED BY

Name : _____ Signature : _____ Date : _____

BACK OFFICE CODE & SHARING CHECKED BY

Name : _____ Signature : _____ Date : _____