



UCC Code

Exchange Applied MCX NCDEX
 NMCE ICEX

Type of Connectivity Diet Offline Client

PASSION GROUP

MEMBER : NSE, BSE, MCX, NCDEX, NMCE, NSEL, ICEX



Passion Commodities Pvt. Ltd.

BUSINESS ASSOCIATE ACCOUNT OPENING FORM

BUSINESS ASSOCIATE ACCOUNT OPENING REQUIREMENTS

For Individual

- I) **One Latest coloured photograph signed across the photograph by the client**
- II) **Photocopy of PAN Card is mandatory for all category of Accounts (Please provide a clear photocopy of the PAN Card)**
- III) **Proof of Identity of 'Individual' showing details such as Number, Date & Place of Issue, Date of Validity and Photograph (any one of the following)**
 - (a) Passport
 - (b) Voter ID
 - (c) Driving License
 - (d) PAN Card
 - (e) MAPIN Card
- IV) **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) Notarized copy of leave-License Agreement/Sale Deed
 - (h) Self-declaration by High Court & Supreme Court judges, giving the new address in respect of their own accounts
 - (i) Identity card / document with address, issued by
 - 1) Central/State Government and its Departments
 - 2) Statutory/regulatory Authorities
 - 3) Public Sector Undertakings
 - 4) Scheduled Commercial Banks
 - 5) Public Financial Institutions
 - 6) Professional Bodies such as ICAI, ICWAI, Bar Council etc., to their Members
 - 7) Colleges affiliated to universities
- V) **Bank Account Proof (any one of the following) :**
 - 1) Photocopy of Cheque / Cancelled Cheque (Compulsory in case of MICR)
 - 2) Copy of latest Bank Statement/Passbook Clearly mentioned the Bank Account No. Branch Name and Client Name (Not older than six months)
 - 3) Letter from banker certifying account number and the period from which the account is operational

For HUF

- 1) All documents and annexures as per "Individual"
- 2) Photograph of Karta Signed across the photograph
- 3) Proof of Identity and Address of Karta
- 4) Photocopy of PAN Card of Karta and HUF
- 5) HUF stamp should be affixed wherever the client's signatures are on the agreement
- 6) HUF Declaration duly stamped and signed by Karta and two Coparceners clearly mentioned the Name, Relation and Date of Birth of the family members For Proprietorship Firm
 - 1) All documents and Annexures as per "Individual".
 - 2) Latest photograph signed by proprietor.
 - 3) Proof of Identity and address of proprietor.
 - 4) Photocopy of latest Income tax return filled by the proprietor
 - 5) Proprietorship firm stamp affixed wherever the proprietor signs on the agreement.
 - 6) Declaration of the firm as per "Annexure" mentioned in the form.
 - 7) Verification from the bank stating that the account is in the name of the proprietorship firm and the name of the proprietor on the bank letterhead.

For Corporate Body

- 1) Certified true copy of Board Resolution for person(s) authorized by the Board of Directors to act as Authorized Signatory(ies). The resolution may specify the manner of operation of the account (Singly or Jointly) and authority given to the authorised signatories to operate the account as per "Annexure".
- 2) Certified true copy of Memorandum & Articles of Association is required with Company's Rubber Stamp and Director's Signature.
- 3) Two self attested latest passport size coloured photographs of minimum two Director and Authorized Signatory(ies).
- 4) Certified true copy of address and Identity proof of the Directors and Authorized 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 & Authorized Signatory(ies).
- 7) Company's DP Account proof clearly mention the DP ID, Beneficiary ID and the name of the Client.
- 8) Company's Bank Account proof clearly mention Bank Account No. Branch Name and Company Name alongwith one cancelled cheque.
- 9) List of all the Director(s) on 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 Chartered Accountant.

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 and 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 mention 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.

BUSINESS ASSOCIATE ACCOUNT OPENING FORM

PASSION COMMODITIES PVT. LTD.

Corp. Office: 14/79, Civil Lines, Kanpur-208001
 Tel: +91-512-6680202 • Website: www.passiongroup.in • E-mail: support@passiongroup.in

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 OF B.A.
 WITH SIGNATURE
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 THE PHOTOGRAPH

Dear Sir,

I/We request you to register me / us as your **Business Associate** I/We have read the Rules, Byelaws and Regulations of the Multi Commodity Exchange of India Ltd. & National Commodity & Derivatives Exchange Ltd. pertaining to the derivatives segments and agree to abide by them. In this regard, I/We give the following information :

BUSINESS ASSOCIATE PERSONAL DETAILS

For Individual / HUF / Proprietorship Firm

Name Mr. / Mrs. / Ms. : F I R S T M I D D L E L A S T

Date of Birth D D M M Y Y Y Y Sex : Male Female Marital Status : Married Unmarried

Father's / Spouse's Name :

Name of the Firm (In case of Proprietorship Firm):

Correspondence Address :

City :

Pin : State : Country :

Nationality : Indian Other

Phone (With STD Code) Fax : (With STD Code)

Mobile E-mail :

Permanent Address :

City :

Pin : State : Country :

EDUCATIONAL DETAILS

- illiterate Under High School High School Graduate
 Post - Graduate Dectorate Other

Details of NCFM / MCCP Qualified person associated with Business Associate (If any)

	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 :		D D M M Y Y Y Y	D D M M Y Y Y Y	
DRIVING LICENSE:		D D M M Y Y Y Y	D D M M Y Y Y Y	
VOTER ID CARD:		D D M M Y Y Y Y	D D M M Y Y Y Y	
PAN CARD:		D D M M Y Y Y Y	D D M M Y Y Y Y	

For Corporate and 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 ASSOCIATE (Through which transactions will generally be routed)

Bank Name : _____
 Branch : _____ Phone : _____
 Address : _____
 _____ Pin : _____
 Account No. : _____ Account Type : Saving 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 DETAILS (For physical delivery of commodities)

1. Type of Depository : CDSL NSDL
 Name of Depository : _____
 Beneficiary Name : _____
 DP ID : _____ Beneficiary ID : _____
 1. Type of Depository : CDSL 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/our 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 derivative 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 Derivatives Segments of the Commodity Exchanges.

Name of Depository : _____
 Place : _____ Date : _____
 Reference No. : _____

DETAILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL

Name : Mr. / Mr. / Mrs. : _____

Date of Birth Designation : _____

Sex : Male Female Marital Status : Married Unmarried

Equity Stake in Company : _____

Father's / Husband's Name : _____

Residential Address : _____

City : _____ Pin : _____

State : _____

Mobile : _____ Phone : _____

PAN No. : _____ MAPIN ID : _____ Fax : _____

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WITH SIGNATURE
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THE PHOTOGRAPH

BANK ACCOUNT DETAILS (Through which transactions will generally be routed)

Bank Name _____

Branch : _____ Phone : _____

Address : _____ Pin : _____

Account No. : _____ Account Type : Saving 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

IDENTITY & ADDRESS PROOF DETAILS (ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PASSPORT :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DRIVING LICENSE:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
RATION CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
MAPIN ID	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
VOTER ID CARD:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DATE :

PLACE :

STAMP & SIGNATURE

DETAILILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL

Name : Mr. / Mr. / Mrs. : _____

Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Designation : _____

Sex : Male Female Marital Status : Married Unmarried

Equity Stake in Company : _____

Father's / Husband's Name : _____

Residential Address : _____

City : _____ Pin : _____

State : _____

Mobile : _____ Phone : _____

PAN No. : _____ MAPIN ID : _____ Fax : _____

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BANK ACCOUNT DETAILS

(Through which transactions will generally be routed)

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IDENTITY & ADDRESS PROOF DETAILS

(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE																
PAN CARD :	_____	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	_____
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DRIVING LICENSE:	_____	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	_____
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VOTER ID CARD:	_____	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	_____
D	D	M	M	Y	Y	Y	Y													
D	D	M	M	Y	Y	Y	Y													

DATE :

PLACE :

PASSION COMMODITIES PVT. LTD.

Corp. Office: 14/79, Civil Lines, Kanpur-208001
 Tel: +91-512-6680202 • Website: www.passiongroup.in • E-mail: support@passiongroup.in

DETAILS OF BUSINESS ASSOCIATE

1	Location	
2	Region	
3	Name of the Business Associate (Individual / Partnership Firm / Corporate)	
4	PAN NUMBER	
5	Name of the Sole Proprietor / Partners / Directors	
6	Contact Person	
7	E-mail Id :	
8	Contact No :	Off. : Resi. :
9	Residential Address (Please give full address with PIN code)	
10	Address of the place where you wish to start trading (Please give the full address with PIN code)	

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11	Security Deposit (total)	
	A. Security in Cash	Bank Name..... DD/Cheque No..... Amount..... A/c No.
	B. Security in terms of shares.	Shares Value of Rs.....after 50% H-Cut
12	Sharing	On Percentage basis PCPL%..... BA.%..... MIN Futures/intraday..... Delivery..... On Fixed basis Delivery Futures./Instraday
13	Bank Account Details Name of the Bank Account No.	
14	Exchange Required	MCX () NCDEX () NMCE() ICEX ()
15	Area Code	

Please Enclose self attested PAN CARD & ADDRESS PROOF COPY

Place :

Date :

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT made at Kanpur on this theDay of Two Thousand

BETWEEN

Passion Commodities Pvt. Limited (PCPL), a company incorporated under the Companies Act, 1956 and having its Registered Office at 12/2, 1st Floor, Sector-8, Chiranjeev Vihar (Avantika), Ghaziabad - 201009 and corporate office at 14/79, Civil Lines, Kanpur - 208001 represented by its Authorised Signatory (hereinafter referred to as 'PCPL' which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

AND

....., a registered partnership firm / Individual / Corporate, represented by its Managing partner / Managing Director / Individual....., having Registered office at.....

 (hereinafter referred to as 'BUSINESS ASSOCIATE' which term shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the OTHER PART.

WHEREAS

i) PCPL is engaged in the business of commodity futures broking and related activities with corporate membership in National Multi Commodity Exchange of India Limited (NMCE), National Commodity and Derivatives Exchange Limited (NCDEX), Multi Commodity Exchange (MCX) of India and Indian Commodity Exchange (ICX).

ii) The BUSINESS ASSOCIATE has expressed his interest and willingness in associating with PCPL to set up and manage an office for commodity futures broking and related activities at.....

 iii) PCPL is desirous of appointing the BUSINESS ASSOCIATE at

 and the BUSINESS ASSOCIATE has agreed to be appointed as such. NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. APPOINTMENT

1.1 PCPL hereby appoints the BUSINESS ASSOCIATE at.....

to conduct commodity futures broking and related business exclusively using the trading rights and facilities provided by PCPL.
 1.2 The BUSINESS ASSOCIATE agrees that it will not associate with any commodity futures broker other than PCPL for engaging in similar business.

2. DIRECT INVESTMENT

The BUSINESS ASSOCIATE will set up at their cost, the infrastructure required for carrying on the business as specified below:
 2.1 Own or leased premises with requisite power supply and support facilities including LAN duly

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approved by PCPL in writing;

- 2.2 Equipment such as computers, printers, UPS, routers modems, telephone and switches etc. of approved quality;
- 2.3 Connectivity and communication facilities including leased line, ISDN line, telephone line and/or other facilities duly approved by PCPL.
- 2.4 Legally licensed operating system, database and other software including back office software required for the operations at BUSINESS ASSOCIATE's premises;
- 2.5 Any other equipment or installations necessary for carrying on business without interruptions.

3. INVESTMENT INITIATED BY PCPL

In addition to the direct investment specified in Para 2 above, the BUSINESS ASSOCIATE will reimburse PCPL, the cost of investment initiated by PCPL for getting the operations started at the BUSINESS ASSOCIATE's location as given below:

- 3.1 In case the connectivity is through VSAT, the full cost of the VSAT including setting upcosts.
- 3.2 License fee for software or other front end software for which PCPL holds a license from the original developer.
- 3.3 At the time of termination of the BUSINESS ASSOCIATE Agreement, the BUSINESS ASSOCIATE will be eligible to receive, in the case of equipment provided by commodity futures exchanges, the surrender value, fixed by the exchanges from time to time after deducting any termination charges, as and when received by PCPL.

4. HUMAN RESOURCES

- 4.1 All personnel required for managing the office would be recruited by the BUSINESS

ASSOCIATE and shall be their employees.

- 4.2 The BUSINESS ASSOCIATE shall be solely liable and responsible for payment of the salary, wages and other statutory benefits if any, of the employees and for the termination of their service. The employees of the BUSINESS ASSOCIATE will have no rights or claims against PCPL at any time.
- 4.3 The BUSINESS ASSOCIATE shall take all efforts to ensure that the personnel appointed by the BUSINESS ASSOCIATE are suitably qualified as may be prescribed by the Forward Markets Commission. PCPL shall not be responsible for termination of operations of the BUSINESS ASSOCIATE by the Regulatory bodies or Exchanges on account of a lack of suitably certified personnel at the BUSINESS ASSOCIATE's office.
- 4.4 The BUSINESS ASSOCIATE shall ensure the good conduct on the part of their employees. Any negligence, breach of trust or misconduct on the part of the employees of the BUSINESS ASSOCIATE shall be at the risk and liability of the BUSINESS ASSOCIATE.

5. SECURITY DEPOSIT

- 5.1 The BUSINESS ASSOCIATE is hereby providing security deposit of Rs/- (Rupees only) to PCPL which shall be reimbursed to the BUSINESS ASSOCIATE at the time of termination of this agreement and subject to clause 7 & 14 hereinafter mentioned. Such reimbursement shall be after deduction of the dues pending from the BUSINESS ASSOCIATE

on account of client dues, complaints and claims, other charges and any other amounts outstanding. PCPL shall also be at liberty to set off all or any of the amounts pending from the BUSINESS ASSOCIATE, during the pending of this Agreement and the BUSINESS ASSOCIATE shall be liable to make good the shortfall in the Security Deposit as and when such set off is done by PCPL.

5.2 PCPL will recover any outstanding dues owed by the BUSINESS ASSOCIATE to PCPL including debit balance in the accounts of clients serviced by the BUSINESS ASSOCIATE from the Security deposit provided by the BUSINESS ASSOCIATE under the Business Associate Agreement with PCPL for running business. The balance, if any, will be released to the BUSINESS ASSOCIATE at the time of termination.

6. REMUNERATION

6.1 PCPL will remunerate the BUSINESS ASSOCIATE for procuring the business and managing the Office by paying a share of the income generated by the BUSINESS ASSOCIATE in the following ratio:

Monthly (Gross brokerage)
 Income sharing rates
 (Business Associate and PCPL)
 Re. 1/- to Rs. 2 lacs per month
 Brokerage in excess of Rs. 2 lacs per month
 (In respect of the portion exceeding Rs.2 lacs)

OR

At Fix Brokerage of Rs..... Per Crore. and Rs.500/- Per Month for ODIN id charges.6.2 Remuneration will be worked out monthly as above and the amount so worked out after

recoveries referred in Para 7 will be paid before 5th of the following month.

7. RECOVERY OF LOSSES AND EXPENSES

PCPL shall recover from the BUSINESS ASSOCIATE, the expenses incurred for running the BUSINESS ASSOCIATE's business and losses arising from these as specified below:

- 7.1 Losses arising from trading errors.
- 7.2 Balances owing to PCPL by clients on business done through the BUSINESS ASSOCIATE.
- 7.3 Depreciation and maintenance cost of the equipment provided to the BUSINESS ASSOCIATE referred to in Para 3.
- 7.4 Transaction fees charged by the Commodity Futures Exchanges, Forward Market Commission or other statutory authorities on the business done by the BUSINESS ASSOCIATE.
- 7.5 Internal Audit fee and expenses charged by the Internal Auditors.
- 7.6 Any other expenses incurred by PCPL directly for the BUSINESS ASSOCIATE.
- 7.7 Any penalty/fine or other levies/charges imposed by SEBI / Stock Exchanges or other regulatory bodies on account of any default by the Business Associate.

8. AUDIT & INSPECTION

PCPL will depute their internal audit and/or inspection officials to audit/inspect the accounts and working of the office managed by the BUSINESS ASSOCIATE. The BUSINESS ASSOCIATE will provide all necessary assistance and co-operation for the smooth

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conduct of the audit/inspection.

9. BUSINESS ASSOCIATE'S COVENANTS

9.1 BUSINESS ASSOCIATE shall manage and maintain the office in accordance with PCPL's standards and directions given from time to time and shall not indulge in any activity which will negatively affect the reputation of PCPL. The BUSINESS ASSOCIATE shall also ensure that the laws and guidelines of Commodity Futures Exchanges, Forward Markets Commission and other Regulatory bodies are followed in the conduct of the operations.

9.2 All clients introduced by the BUSINESS ASSOCIATE shall be registered as PCPL'S clients. BUSINESS ASSOCIATE shall not admit any client unless approved by PCPL.

9.3 BUSINESS ASSOCIATE shall take proper care to collect necessary margins, pay ins and other dues from the clients doing business through the BUSINESS ASSOCIATE.

9.4 BUSINESS ASSOCIATE shall ensure that the clients introduced by the BUSINESS ASSOCIATE shall have the required registration as provided for in the U.P. Sales Tax Act, Central Sales Tax Act or by any other Statutory Bodies if necessary (Delivery).

9.5 The BUSINESS ASSOCIATE shall bear the cost of running the office including, salaries and benefits of the employees, electricity connection charges, rent, rates and taxes. PCPL shall not have any responsibility in respect of the costs incurred by the BUSINESS ASSOCIATE in running the office.

9.6 BUSINESS ASSOCIATE shall ensure that the assets of PCPL in the office, are properly kept and any loss or damages caused by the

BUSINESS ASSOCIATE's neglect would be compensated by the BUSINESS ASSOCIATE. The BUSINESS ASSOCIATE shall promptly inform PCPL and take appropriate and follow up action in case of any loss/damage is caused to the property of PCPL with the BUSINESS ASSOCIATE.

9.7 The BUSINESS ASSOCIATE shall not print or use any stationery, advertising material or similar items without prior approval in writing from PCPL.

9.8 The BUSINESS ASSOCIATE shall make necessary changes, at their cost, in the infrastructure, equipment and software based on the operational requirements of PCPL applied to such offices from time to time.

9.9 The BUSINESS ASSOCIATE shall not enter into agreement with any other broking firm or entity to start BUSINESS ASSOCIATE or other similar arrangements at any place, during the tenure of this Agreement.

9.10 The BUSINESS ASSOCIATE shall not use the office premises of the BUSINESS ASSOCIATE for any purpose other than for conducting commodity futures broking and related business, exclusively using the trading rights and facilities provided by PCPL.

10. PCPL'S LIEN AND SET OFF

PCPL shall have the first right of set off or lien upon all sums payable under this Agreement including amounts due if any, as per Para 3.3 from the remuneration payable to the BUSINESS

ASSOCIATE, to secure any indebtedness from the BUSINESS ASSOCIATE to PCPL.

11. MODIFICATIONS TO THE AGREEMENT

11.1 Notwithstanding anything contained elsewhere in this Agreement, PCPL shall have the sole right to amend or supplement any of the terms and conditions of this Agreement at any time. The BUSINESS ASSOCIATE agrees to keep itself informed of all such changes from time to time.

11.2 In case of a change in the Agreement, the BUSINESS ASSOCIATE shall execute such additional agreement, writings and documents as may be required from time to time.

13. BUSINESS ASSOCIATE'S INDEMNITIES

13.1 The BUSINESS ASSOCIATE undertakes and agrees to indemnify PCPL and hold PCPL harmless and keep PCPL at all times fully indemnified and hold harmless from and against all actions proceedings claims liabilities, penalties, demands and costs including legal costs, awards, damages, losses and/or expenses however arising directly or indirectly as a result of any breach of any of the covenants or obligations under this Agreement.

14. TERMINATION

14.1 In case of violation of the terms and conditions referred above by the BUSINESS ASSOCIATE, PCPL will be entitled to terminate this Agreement forthwith.

14.2 The parties can mutually terminate the Agreement by giving 30 days notice.

14.3 The accounts between the parties will be

settled within 30 days of the termination of the BUSINESS ASSOCIATE Agreement.

14.4 Upon termination of this Agreement, the BUSINESS ASSOCIATE shall forthwith stop using or referring to PCPL in all places including the Name Board, stationeries, visiting cards etc.

15. **NON-TRANSFERABILITY AND NON-ASSIGNABILITY** It is hereby expressly agreed that this Agreement shall not be transferable under any circumstances by the BUSINESS ASSOCIATE to a third party. The BUSINESS ASSOCIATE shall not assign this Agreement to any other person.

16. NOTICES

16.1 Notices, writing and other communications under this Agreement may be delivered by hand, registered mail, overnight courier service or facsimile to the addresses and numbers of the parties specified in the title to this Agreement.

16.2 The address for notice may be changed by either party by giving notice to the other party as provided herein.


17. ARBITRATION


In case of disputes between the parties to this Agreement, the same shall be settled through Arbitration under the provisions of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AS OF THE YEAR AND DATE FIRST HEREIN ABOVE INDICATED.

Name: PRASHANT KANSAL

Name:

Signature  _____

Signature  _____

In the presence of witness

In the presence of witness

(Full Name and complete address)

(Full Name and complete address)

1.

1.

2.

2.

STAMP & SIGNATURE

SAMPLE REFERENCE LETTER FROM THE BANKER

Passion Commodities Pvt. Ltd.

Corp. Office: 14/79, Civil Lines, Kanpur-208001
 Tel: +91-512-6680202 Website : www.passiongroup.in
 E-mail : support@passiongroup.in

Dear Sir,

This is to certify that the savings / current account no. _____ of
 Mr./ Ms/ M/s. _____
 with Ms/M/s _____
 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 Associate (13)

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 obtained 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 _____ 20 at _____ A.M./P.M.

RESOLVED THAT the company is authorized vide object No. _____ of the Memorandum and Articles of Association to undertake stock broking related activities to enter into a Member Business Associate agreement with "Passion Commodities Pvt. Ltd. "RESOLVED FURTHER THAT Passion Commodities Pvt. Ltd. Be and is hereby authorized to accept the oral/written instructions of Mr. _____ and/or Mr. _____ for the activities to be carried out by the Company under the Member Business Associate a Agreement and for the appointment of Approved Users for operating the Trading Terminal provided by Passion Commodities Pvt. Ltd.

RESOLVED FURTHER that Mr. _____ and / or Mr. _____ 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 RESOLVED FURTHER 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 /

Branch Name :

Client Name :

Client Code :

Remarks :

Group of Companies :

Passion Stock Broking Pvt. Ltd.

Passion Infra Developer Pvt. Ltd.

Passion Home Appliances Pvt. Ltd

ACME College of Engg. (B. Tech.) (GZB.)



Passion Commodities Pvt. Ltd.

MEMBER : MCX, NCDEX, NMCE, ICEX, NSEL

Corp. Office: 14/79, Opp. Mc. Roberts Hospital, Civil Lines, Kanpur - 208 001

Ph.: 0512-3921600, 0512 - 6680202 - 255, Fax : 0512-3921600

Regd. Office : 12/2, 1st Floor, Sector-8, Chiranjeev Vihar (Avantika), Ghaziabad-201009 (UP)

Website : www.passiongroup.in, E-mail: contactus@passiongroup.in