Annexure - 1

(On Non-Judicial Stamp paper of Rs. 500/-duly notarized)

Application for Transfer of Business

Date:
To,
Membership Department
Multi Commodity Exchange of India Ltd.
Exchange Square, CTS No.255
Suren Road, Chakala
Andheri (E), Mumbai – 400 093.

Sub: Application for transfer of Business pursuant to integration of the broking activities in Equity Markets and Commodity Derivatives Markets in terms of SEBI directives

1. The Exchange has approved the Transfer of Membership from _____ (outgoing Member name and Member ID) to _____ (Incoming Member Name).
2. The Incoming Member entity _____ has been admitted as a Member of the Exchange on _____.
3. Pursuant to Transfer of Membership, I/ we need to commence the business within 180 days from the date of admission as a Member of Incoming Member entity _____.
4. In view of the same, on transfer of business, I / We request the Exchange to:
   i. Reallot the same Member ID to the Incoming Member entity.
      OR
      Allot a new Member ID to the Incoming Member entity.

5. Pursuant to Transfer of Membership following is required to be transferred from _____ (outgoing Member name and Member ID) to _____ (Incoming Member name).

   a) TWS User IDs and CTCL IDs
   b) Bank Guarantee / Fixed Deposits
   c) Cash
   d) Unique Client Codes
   e) Client level open positions
   f) Affiliation of Authorised Person (AP)
   g) VSAT / Leased Line from outgoing Member Entity to Incoming Member Entity
   h) CTCL/IBT/WT Approval, Algo Strategies Approval etc

6. In order to enable the transfer of business it is submitted that:

   I. **Transfer of TWS User ID/ CTCL User IDs:**
   a) The User IDs allotted by the Exchange to approved users in the name of M/s_____ (Outgoing Member entity) stands valid in the name of M/s _____ (Incoming Member Entity).
   b) The CTCL User Ids allotted by M/s _____ (Outgoing Member entity) stands valid in the name of M/s _____ (Incoming Member Entity). It is hereby undertaken that all the documentation has been completed with the existing CTCL Users for the said purpose. For all other CTCL User Ids, it is submitted that the same have been marked inactive / disabled all

other CTCL User Ids. We further undertake that we will honor all the past and present liabilities and obligations of M/s _____ (Outgoing Member entity) in respect of trades executed through all the CTCL User Ids. We hereby undertake that the above User(s) and CTCL Users shall clear the necessary certification when mandated by MCX, failing which we shall surrender the User Id/ CTCL User Id.

II. Shifting Bank Guarantees and Fixed Deposits:

c) I/We M/s _____ (Outgoing Member entity) would like to shift our Bank Guarantees and Fixed Deposits in the name of M/s _____(incoming Member entity) and we shall submit relevant letters from our Bankers to that effect in the format specified by the Exchange.

III. Transfer of Cash in favor of the Incoming Member Entity:

d) I/We confirm that we have no objection in the transfer of Cash Deposits aggregating to Rs_____ / (Rupees _____) placed by us M/s _____ (Outgoing Member), to M/s _____(Incoming Member entity).

IV. Transfer of UCC from Outgoing Member Entity to New Member entity -

We confirm that:

a) In terms of Para 5 of the SEBI Circular No. SEBI/HO/MIRSD/MIRSD1/CIR/P/2017/104 dated September 21, 2017; the incoming Member M/s _____ has taken express consent from the clients through a verifiable mode of communication for transfer of UCC/Client account under New Entity.
b) The clients who have not given such consent at this stage, their positions shall be squared off and their UCCs shall be deactivated. As and when consent is obtained from them, their UCC shall be activated for trading by the new Member Entity.
c) The incoming Member M/s _____ has agreed to take over the open positions of such clients and any pending settlement pursuant to the position transfer of the clients.

V. II/We M/s _____ (Outgoing Member entity) understand that since we have decided to opt for a different Member ID we need to deactivate UCCs under old Member ID and upload the UCCs in the new Member ID (strike off, if not applicable).

VI. Transfer of client level positions from the outgoing Member Entity to New Member entity:

We confirm that:

a) The incoming Member has mapped the UCCs with _____ (incoming Member name and Member ID)
b) The client position transfer is required to be done at the end of the business date _____ (date for position transfer). We hereby agree to take over the open positions of all the clients of _____ (outgoing member) and any pending settlement pursuant to the position transfer of all the clients as per transfer request submitted by _____ (outgoing member) and confirm that we have mapped the UCC of the clients.

c) (If Applicable) I/We shall provide relevant confirmations along with the list of clients where positions are to be transferred in case of difference in client codes between the _____ (outgoing member) and _____ (incoming member) in the format specified by the Exchange.

VII. Change in affiliation of Authorised Person (AP) from the outgoing Member Entity to New Member Entity:

We hereby confirm that:

a) We have taken express consent from the APs through a verifiable mode of communication for Change in their Appointment from _____ (Outgoing Member entity) to _____ (Incoming Member) and submit to the Exchange.

b) We agree that approval for Appointment of all other APs from whom such consent is not obtained within the timeline specified shall not be transferred in the name of _____ (Incoming Member). We understand that the Exchange shall keep such APs under deactivation mode for a period of 3 months from the date of transfer/integration. We agree that the Transferee Member shall not treat these APs as APs appointed under him till such time that the consent for the same is not obtained from these APs.

c) We also agree that approval for Appointment of APs who fail to give their consent within the period as stipulated above or such other period as may be stipulated by the Exchange may be cancelled by the Exchange.

VIII. Transfer of VSAT & Leased Line from outgoing Member Entity to Incoming Member Entity :

I/We M/s _____ (Outgoing Member) would like to transfer our existing VSAT & Leased Line in the name of M/s _____(incoming Member) and we shall be submitting relevant undertakings to that effect, as specified by the Exchange from time to time.

IX. I/We M/s _____ (Outgoing Member) understand that since we have decided to opt for a different Member ID we need to cancel the TWS/ CTCL User IDs under old Member ID and apply for creating new TWS User IDs / upload the CTCL IDs in the new Member ID. (strike off if not applicable)

X. Transfer of CTCL/IBT/WT Approval, Algo Strategies Approval etc. from outgoing Member Entity to Incoming Member Entity:

I/We M/s _____ (Outgoing Member) would like to transfer our various approvals such as CTCL/IBT/WT Approval, Algo strategies approval, etc. in the name of M/s _____(incoming Member) and the incoming Member shall be responsible for payment of API Charges as applicable going forward. The Incoming Member entity hereby undertakes to be responsible for all the undertakings given by the outgoing entity to the Exchange from time to time.

7. We shall also be submitting following documents/information (wherever applicable):

Sr No	Document/Process
1	Certificate of Indemnity Insurance in the name of new Member entity
2	Copy of New TM-CM Agreement (in case incoming Member Entity is TM)
3	Copy of New TM-CM Agreement / express consent from all the TMs (in case incoming Member Entity is ITCM)
4	GST Number in the name of new Member entity
5	Copy of Custodian CP Agreement / express consent from all CPs in case the incoming Member Entity is custodian (Annexure 3 of Chapter V of BR)
6	New Bank Account (Client and Settlement) details in the name of new Member Entity

XI. Transfer of Warehouse Receipts:

It is hereby confirmed that in case of where Warehouse Receipt is pledged, the outgoing Member shall un-pledge & transfer the warehouse receipts in the name of incoming Member in the records of Warehouse Service Provider and the incoming Member shall resubmit Warehouse Receipts in the new name to the Exchange.

8. We further undertake as follows:

a) We shall not misuse the name of the Outgoing Member entity and shall not mislead or misrepresent the Exchange/ SEBI or any other person whosoever pursuant to the said Transfer of Membership.

b) We shall remain bound by all our actions, trades, deeds and representations whatsoever in relation to the Exchange / SEBI or its affiliates, carried out or done by us in our erstwhile entity/name and/or new entity/name and shall not hold the Exchange/ SEBI responsible in any manner whatsoever for such acts, deeds, trades and representations.

c) We hereby undertake to keep all our clients / constituents / Authorised Person / Clearing Member, if any, informed of the said Transfer of Membership and agree and undertake to the Exchange that we shall continue to be responsible for all our actions done for and/or on behalf of our said clients or on our own behalf, in our erstwhile name/entity and shall be bound by the Rules, Bye-Laws and Regulations of the Exchange in respect of all our such actions and representations as if the same were and are done by us in our present name and style.

d) We shall indemnify the Exchange in case of any claims including that of third parties whatsoever arising out of or by virtue of our Transfer of Membership as above and we hereby authorize the Exchange to hold and exercise any of its rights on all our monies and/or securities including Bank Guarantees (BG (s)/ Fixed Deposit Receipts (FDR (s) held by the Exchange in our erstwhile name and style and to apply such monies or securities wherever necessary as if the same are held in our present name and style and we shall not dispute any such action of the Exchange in any manner whatsoever.

e) We hereby undertake that, we have paid all the Statutory Payments like Stamp Duty, GST, Service Tax and other Statutory Dues and Taxes etc. of the State / Central Government. It is also confirmed that any kind of statutory dues and taxes recovered by us from the clients have been deposited by us in the relevant Government account / treasury. We further state that, the Incoming Member entity shall be responsible for payment of all the pending dues, if any.

f) We will honor all the past and present liabilities and obligations of M/s. _____ (Outgoing Member entity) in respect of its trades on the Exchange, including all the liabilities and obligations that may arise in future which could be appropriated by the Exchange from the deposits, bank guarantees and relevant bank accounts of _____(Incoming Member Entity).

g) We hereby undertake to indemnify Exchange / SEBI and keep indemnified against any losses, damages, demands, charges or expenses, including attorney's fees, suffered by Exchange / SEBI by virtue of Transfer of Membership and on account of violation of this undertaking.

To be signed by the Outgoing Member	To be signed by the Incoming Member
Name of the Authorised Signatory	Name of the Authorised Signatory
Signature of the Authorised Signatory	Signature of the Authorised Signatory

Note:

- *In case of Merger/ De-Merger / Amalgamation the format of this Application form, shall consist of undertakings (such as transfer of USER IDs, Funds/Deposits, UCCs, APs, connectivity etc.), which are specifically not provided in the NCLT/Court order. Accordingly, the format of this Application form be suitably modified.*