



Circular No: IEX/MEM/318/2019

Date: 1<sup>st</sup> February 2019

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**Intimation of Changes in Client Registration Documents**

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In reference to Circular No: IEX/MO/310/2018 dated 8<sup>th</sup> December 2018 with respect to Amendment in IEX Business Rules, Rules and Bye laws approved by Hon'ble CERC, the client registration documents are being issued in new format. Details are as below:

**1. Client Registration Form:**

- a. Member shall use Client Registration Form attached as **Annexure-I**.
- b. Single Form to be signed by Client for Registration. Registration can be done for one or more segments at one time. However, separate Form need to be submitted for registration of Client in different segment at different time.
- c. Member to submit original filled and signed Form to Exchange and keep a copy of the original Form.
- d. Member shall also provide a copy of the filled form to the Client.

**2. Member Client Agreement (MCA) of Professional Member**

- a. Professional Members shall use Member Client Agreement (MCA) format attached at **Annexure-II**.
- b. As per prevailing practice, a copy of MCA to be submitted to Exchange by Member.

**3. Member Client Agreement (MCA) of Trader Member**

- a. Trader Members shall use Member Client Agreement (MCA) format attached at **Annexure-III**.
- b. As per prevailing practice, a copy of MCA to be submitted to Exchange by Member.

Members are requested to take a note of it.

For and on Behalf of Indian Energy Exchange Limited

Sd/-

Rajesh Kumar Mediratta  
Director (BD)

## Annexure-I



### CLIENT REGISTRATION FORM

To,  
**Indian Energy Exchange Limited**  
 Unit No. 3, 4, 5 and 6  
 Fourth Floor, TDI Centre,  
 Plot No. 7, Jasola,  
 New Delhi-110 025

From:-  
 Member \_\_\_\_\_  
 Membership Code \_\_\_\_\_  
 Membership Category (Please tick as appropriate)  
 Professional   
 Proprietary   
 Trader

Dear Sir,

We request you to register the following entity as our Client. The details of Registration are as under:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> <b>ELECTRICITY</b><br><input type="checkbox"/> Grid Connected Client<br><input type="checkbox"/> Trader Client | <input type="checkbox"/> <b>REC</b><br><input type="checkbox"/> Eligible Entity<br><input type="checkbox"/> Obligated Entity<br><input type="checkbox"/> Voluntary Entity | <input type="checkbox"/> <b>ESCERTS</b><br><input type="checkbox"/> Buyer<br><input type="checkbox"/> Seller |
|---|---|--|

1.	Name of the Client:			
2.	Registered Office Address:			
	City:	State:	Pin Code:	Country:
	Telephone (with STD Code):		Fax (with STD Code):	
	Email:			
3.	Address for Correspondence: <input type="checkbox"/> Same as above Else, please mention:			
	City:	State:	Pin Code:	Country:
	Telephone (with STD Code):		Fax (with STD Code):	
	Name of the contact person(s):			
	Email:			
	Designation:		Mobile: +91-	
4.	Unit Address: <input type="checkbox"/> Same as Registered Office Address <input type="checkbox"/> Same as Address for Correspondence Else, please mention:			
	City:	State:	Pin Code:	Country:
	Telephone (with STD Code):		Fax (with STD Code):	
	Unit Head Name:		Mobile: +91-	

5.	Nationality:	
6.	Constitution	Please tick the appropriate option: <input type="checkbox"/> Registered Partnership Firm <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> HUF <input type="checkbox"/> PSU <input type="checkbox"/> Institution <input type="checkbox"/> Others (Please Specify): _____
7.	If, already registered with IEX	a) Name of Member: b) Client Registration Code:
8.	GSTIN:	
	GST Registration Address:	
9.	Date of Incorporation / Registration:	
10.	Permanent Account No.:	
11.	TAN No.:	
12.	Bank Account Details	
12.1	Bank Account Number: <i>(Please provide details of only operational bank account)</i>	
	Bank Name and Branch Address:	
	IFSC Code:	Account Operational since:
12.2	Client Settlement Account Number: <i>(if applicable)</i>	
	Bank Name and Branch Address:	
	Beneficiary Name:	
<b>13.</b>	<b>ELECTRICITY SEGMENT</b>	
13.1	If Trader Client, Trader Name:	
13.2	Grid Connection Details	
	Type of Entity:	Trader name
	<input type="checkbox"/> Regional RLDC: _____	<input type="checkbox"/> Intra State DISCOM/STU: _____
13.3	Substation:	Connected Voltage Level:
13.4	Maximum Drawl Capacity:	Maximum Injection Capacity:
13.5	Consumer Category (as specified by Discom):	

13.6	Client Category (Please tick the appropriate option)								
a)	Distribution Licensee		<input type="checkbox"/> Private					<input type="checkbox"/> Government	
b)	Open Access Consumer		<input type="checkbox"/> Full Open Access					<input type="checkbox"/> Partial Open Access	
	Please tick the appropriate option:								
	<b>Industrial</b>								
	<input type="checkbox"/> Metal	<input type="checkbox"/> Textile						<input type="checkbox"/> Food	
	<input type="checkbox"/> Services or IT	<input type="checkbox"/> Automobiles						<input type="checkbox"/> Chemical	
	<input type="checkbox"/> Cement	<input type="checkbox"/> Ceramic						<input type="checkbox"/> Electronic Products	
	<input type="checkbox"/> Home Products	<input type="checkbox"/> Paper						<input type="checkbox"/> Glass	
	<input type="checkbox"/> Oil & Gas	<input type="checkbox"/> Jewelry						<input type="checkbox"/> Polyester & Yarn	
	<input type="checkbox"/> Plastic	<input type="checkbox"/> Others (Please Specify): _____							
	<b>Commercial</b>								
	<input type="checkbox"/> Educational Institute	<input type="checkbox"/> Housing /Hotels						<input type="checkbox"/> Office Complex	
	<input type="checkbox"/> Malls	<input type="checkbox"/> Hospitals						<input type="checkbox"/> Metro	
	<input type="checkbox"/> Airport	<input type="checkbox"/> Others (Please Specify): _____							
c)	Generator		Please tick the appropriate option:						
	<input type="checkbox"/> CGS	<input type="checkbox"/> SGS						<input type="checkbox"/> IPP	
	<input type="checkbox"/> CPP	<input type="checkbox"/> Co-generation plant						<input type="checkbox"/> Others (Please Specify): _____	
	<b>Type</b>								
	<input type="checkbox"/> Coal	<input type="checkbox"/> Gas	<input type="checkbox"/> Hydro	<input type="checkbox"/> Small Hydro	<input type="checkbox"/> Solar	<input type="checkbox"/> Wind			
	<input type="checkbox"/> Other Renewable		<input type="checkbox"/> Others (Please Specify): _____						
d)	Captive User		Consumer Type (Select from 'b' above) : _____						
			Generator Type (Select from 'c' above) : _____						
<b>14.</b>	<b>REC SEGMENT</b>								
14.1	Eligible Entity Details								
	S.No.	Project Name & Unit No.	Solar/ Non Solar*	Unique Project Identification Code	Location & Sub Station	Installed Capacity (Mw)	Date of Commissioning	Accreditation Certificate No.	Registration Certificate No.
<p>1) If registered units are more than three, provide details on a separate sheet in the format prescribed above.                  2) Each registered entity will be given a unique portfolio number and treated as separate client.                  * Mention the appropriate option:                  Solar: Solar PV/ Solar Thermal                  Non Solar: Wind / Small Hydro / Biomass / Co generation /Others</p>									

14.2	Obligated Entity Client Details								
a)	Category of Obligated Entity								
	<input type="checkbox"/> Distribution Licensee		<input type="checkbox"/> Open Access Consumer			<input type="checkbox"/> Captive User			
b)	Facility Number:								
c)	State of which RPO to be met:								
d)	Registration No. : <i>(If Issued by Central Agency)</i>								
e)	Maximum Demand / Contracted Demand:								
14.3	Voluntary Entity Client Details								
a)	Category of Voluntary Entity								
	<input type="checkbox"/> Individuals		<input type="checkbox"/> Corporates			<input type="checkbox"/> Others			
b)	Registration No. : <i>(If Issued by Central Agency)</i>								
c)	Maximum Demand / Contracted Demand:								
<b>15.</b>	<b>ESCERTS SEGMENT</b>								
15.1.	Eligible Entity (EE) PAT Details:								
	S. No.	Plant Name	Plant State	Plant Location	Year of Establishment	PAT Cycle	No. of ESCerts		DC Registration No.
							Issued	To be Purchased	
If registered units are more than three, provide details on a separate sheet in the format prescribed above.									
15.2	Name of State Designated Agency:								

The information furnished above is true to the best of our knowledge and belief.

We undertake to inform changes in any of the above in writing immediately to the Exchange/Member and further undertake there, we shall be bound by the Bye-Laws, Rules and Business Rules of the Exchange, as amended from time to time, and shall maintain with the Exchange details of an individual whom the Exchange may contact in connection with any matter whatsoever relating to Client activities, and further understand and agree that this registration with the Exchange shall be terminated if Member/Client fail to comply with Electricity Act 2003, Rules and Regulations made there under, Bye-Laws, Rules and Business Rules of the exchange as amended from time to time.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Client Signature

Member Signature

Name of the Authorised Signatory

\_\_\_\_\_

Name of the Authorised Signatory

\_\_\_\_\_

Designation of the Authorised Signatory

\_\_\_\_\_

Designation of the Authorised Signatory

\_\_\_\_\_

Name of Client

\_\_\_\_\_

Name of Member

\_\_\_\_\_

Affix Rubber Stamp

Affix Rubber Stamp

**Documents to be submitted to the Exchange**

**1. ELECTRICITY SEGMENT**

- Copy of Power Purchase/Sale Agreement. On expiry of such Agreement, Member to submit revised agreement or request for deactivation of client (for Trader Client only)
- NOC Issued by SLDC/RLDC, if available. NOC to be submitted before trading
- Copy of Member Client Agreement (MCA)
- Copy of Risk Disclosure Document (RDD)

**2. REC SEGMENT**

- Copy of Accreditation & Registration Certificate for each registered unit
- Copy of Member Client Agreement (MCA)
- Copy of GST Registration Certificate
- Copy of Risk Disclosure Document (RDD)

**3. ESCERTS SEGMENT**

- Copy of Registration Certificate for each registered unit as Eligible Entity
- Copy of Member Client Agreement (MCA)
- Copy of GST Registration Certificate
- Copy of Risk Disclosure Document (RDD)

**Documents to be submitted to the Member**

1. In case of Corporates:- Board Resolution seeking membership of the Exchange and for appointment of authorized signatories and authorized persons   
In case of a Partnership firm:- Certified true copy of Registered Partnership Agreement, undertaking from all partners authorizing the Managing Partner
2. Copy of PAN card
3. Proof of Address

**Important, please note**

1. The original should be submitted to Exchange within 7 days of registration
2. Copy to be submitted to the Member for their records.

## Annexure-II

*(To be printed on Rs.100 Stamp paper)*

### **Member - Client Agreement (Between a Professional Member and the Client)**

This agreement is made at New Delhi on this ..... day of.....20.....

#### **By and Between**

....., a company/ firm/ individual or any other body duly formed and registered under the Relevant Act, hereinafter called MEMBER, having its registered office at .....,

#### **And**

....., a company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called CLIENT, having its registered office address at .....

WHEREAS the MEMBER is registered with the INDIAN ENERGY EXCHANGE LIMITED (hereinafter called IEX) as Professional Member,

AND WHEREAS the CLIENT being desirous of executing contracts transacted on the platform of the IEX as defined in the Rules, Bye-laws and Business Rules of the IEX through the MEMBER has accordingly made an application with the MEMBER for registration,

AND WHEREAS the MEMBER has satisfied and shall continue to satisfy himself about the genuineness and financial soundness of the CLIENT for transacting the Contracts and achieving objectives relevant to the services to be provided.

AND WHEREAS the CLIENT has satisfied and shall continue to satisfy himself of the capability of the MEMBER to deal in the Contracts transacted on the IEX through the MEMBER.

AND WHEREAS the MEMBER has taken steps and shall continue to take steps to make the CLIENT aware of the precise nature of the liability of the IEX and the MEMBER for the Contracts to be transacted, including the limitations on that liability and the capacity in which the MEMBER acts and the MEMBER has accordingly brought the contents of the Risk Disclosure Document to the notice of the CLIENT and has explained to the CLIENT the significance of the said document.

NOW THEREFORE, in consideration of the mutual understanding arrived at, the parties thereto have agreed to the terms and conditions, as follows:

#### **Obligations of MEMBER**

1. The MEMBER shall not collect any money deposited from the CLIENT in respect of the Contracts transacted on the Exchange:

Provided that wherever the MEMBER collects any money from the CLIENT, the MEMBER shall keep the money collected from the CLIENT in a separate account, distinct from his own account or account of any other person and shall not use such money for any purpose other than the purpose of settlement of the Contracts transacted by the CLIENT.

2. The MEMBER shall not charge Member Service Charge exceeding the limit as specified by the Central Electricity Regulatory Commission.
3. The MEMBER shall not, without the concurrence of the CLIENT, disclose to any person or authority, except as specifically required under any law for the time being in force or to meet any regulatory requirement, any information pertaining to the CLIENT contained in the client registration form or any other information furnished by the CLIENT to the MEMBER in confidence from time to time.

### **Obligations of CLIENT**

4. The CLIENT shall abide by the provisions of the Electricity Act, 2003, Grid Code, Rules and Regulations made thereunder or any other applicable Act or Rules or Regulations made under such Act.
5. The CLIENT shall be bound by the Rules, Bye-laws, Business Rules, and Circulars of the IEX.
6. The failure, if any, of the CLIENT to understand the risks involved in the Contracts transacted on the IEX as contained in the Risk Disclosure Document or otherwise, shall not render any Contract transacted as void or voidable at the option of the CLIENT and the CLIENT is and shall continue to be responsible for all the risks and consequences for transacting such Contracts, whether transacted by him or his duly authorised representative.
7. The CLIENT shall pay to the MEMBER, Member Service Charge and statutory levies as applicable from time to time for the Contracts transacted through the MEMBER and for the services rendered by the MEMBER to the CLIENT.
8. The CLIENT shall deposit with the MEMBER such money as may be required to open and/or maintain account or maintain any position in accordance with the Power Market Regulations.
9. The CLIENT shall notify to the MEMBER in writing any change in the information disclosed in the 'client registration form' submitted at the time of opening of the account or any time thereafter.

### **General**

10. This agreement may be terminated at any time by mutual consent of the parties or by giving notice of at least one month by one party to the other party of its intention to terminate this agreement:

Provided that termination shall not have any effect on the Contracts transacted before the date of termination and the parties shall be subject to same rights and obligations in respect of such Contracts as in force on the date of their transaction.



- 11. In the event of the death or insolvency of the CLIENT or its otherwise becoming incapable of receiving and paying for the Contracts which the CLIENT has transacted or delivering or transferring the Contracts transacted, the MEMBER may, with the prior approval of the IEX, close out the transactions of the CLIENT and the CLIENT or its legal representative shall be liable for any losses, costs and be entitled to any surplus resulting from such closing out.
- 12. All Contracts transacted on the Exchange shall be subject to the Rules, Bye-laws, Business Rules and Circulars of the IEX and shall be deemed to have taken effect as wholly made, entered into and to be performed in the city of New Delhi.
- 13. Unless otherwise agreed to by the parties, the courts at Delhi/New Delhi shall have the jurisdiction over all matters arising under this agreement:
 

Provided that where the Exchange is party to any proceeding, the courts at Delhi/New Delhi shall have the exclusive jurisdiction.
- 14. All claims, differences and disputes arising between the parties to this agreement arising out of or under this agreement shall be settled through arbitration conducted under the Rules, Bye-laws, Business Rules and Circulars of the IEX.

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

THE Client

By .....

By .....

Signature .....

Signature .....

Title .....

Title .....

Witness .....

Witness .....

## Annexure-III

(To be printed on Rs. 100 stamp paper)

### Member - Client Agreement (Between a Trader Member and the Client)

This agreement is made at New Delhi on this ..... day of.....20.....

#### **By and Between**

....., a company/ firm/ individual or any other body duly formed and registered under the Relevant Act, hereinafter called MEMBER, having its registered office at .....,

#### **And**

....., a company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called CLIENT, having its registered office address at.....

WHEREAS the MEMBER is registered with the INDIAN ENERGY EXCHANGE LIMITED (hereinafter called IEX) as Trader Member,

AND WHEREAS the CLIENT being desirous of executing contracts transacted on the platform of the IEX as defined in the Rules, Bye – laws and Business Rules of the IEX through the MEMBER has accordingly made an application with the MEMBER for registration,

AND WHEREAS the MEMBER has satisfied and shall continue to satisfy itself about the genuineness and financial soundness of the CLIENT for transacting contracts and achieving objectives relevant to the services to be provided.

AND WHEREAS the CLIENT has satisfied and shall continue to satisfy itself of the capability of the MEMBER to deal in the contracts transacted on the platform of the IEX before transacting any contracts through the MEMBER.

AND WHEREAS the MEMBER has taken steps and shall continue to take steps to make the CLIENT aware of the precise nature of the liability of the IEX and the MEMBER for the contracts to be transacted, including the limitations on that liability and the capacity in which the MEMBER acts and the MEMBER has accordingly brought the contents of the Risk Disclosure Document to the notice of the CLIENT and has explained to the CLIENT the significance of the said document.

NOW THEREFORE, in consideration of the mutual understanding arrived at, the parties thereto have agreed to the terms and conditions, as follows:

#### **Obligations of MEMBER**

1. The MEMBER shall keep money deposited by the CLIENT in a separate account, distinct from its own account or account of any other person and shall not use such money for

any purpose other than the purpose of settlement of the contracts transacted by the CLIENT.

2. The MEMBER shall not charge Trading Margin exceeding the limit, as specified by the Central Electricity Regulatory Commission.
3. The MEMBER shall not, without the concurrence of the CLIENT, disclose to any person or authority, except as specifically required under any law for the time being in force or to meet any regulatory requirement, any information pertaining to the CLIENT contained in the client registration form or any other information furnished by the CLIENT to the MEMBER in confidence from time to time.

### **Obligations of CLIENT**

4. The CLIENT shall abide by the provisions of the Electricity Act, 2003, Grid Code, Rules and Regulations made thereunder or any other applicable Act or Rules or Regulations made under such Act.
5. The CLIENT shall be bound by the Rules, Bye-Laws, Business Rules, and Circulars of the IEX.
6. The failure, if any, of the CLIENT to understand the risks involved in the contracts transacted on the platform of the IEX as contained in the Risk Disclosure Document or otherwise, shall not render a contract transacted as void or voidable at the option of the CLIENT and the CLIENT is and shall continue to be responsible for all the risks and consequences for transacting such contracts, whether transacted by it or its duly authorised representative.
7. The CLIENT shall pay to the MEMBER Trading Margin and statutory levies as applicable from time to time for the contracts transacted through the MEMBER and for the services rendered by the MEMBER to the CLIENT.
8. The CLIENT shall deposit with the MEMBER such money as may be required to open and/or maintain account or maintain any position.
9. The CLIENT shall notify to the MEMBER in writing any change in the information disclosed in the 'client registration form' submitted at the time of opening of the account or any time thereafter.

### **General**

10. This agreement may be terminated at any time by mutual consent of the parties or by giving notice of at least one month by one party to the other party of its intention to terminate this agreement:

Provided that termination shall not have any effect on the contracts transacted before the date of termination and the parties shall be subject to same rights and obligations in respect of such contracts as in force on the date of their transaction.

11. In the event of the death or insolvency of the CLIENT or its otherwise becoming incapable of receiving and paying for the contracts which the CLIENT has transacted or delivering or transferring the contracts transacted, the MEMBER may, with the prior approval of the IEX, close out the transactions of the CLIENT and the CLIENT or its legal representative shall be liable for any losses, costs and be entitled to any surplus resulting from such closing out.
12. All contracts, transacted shall be subject to the Rules, Bye-laws, Business Rules and Circulars of the IEX and shall be deemed to have taken effect as wholly made, entered into and to be performed in the city of New Delhi.
13. Unless otherwise agreed to by the parties, the courts at New Delhi shall have the jurisdiction over all matters arising under this agreement.

Provided that where the Exchange is party to any proceeding, the courts at New Delhi shall have the exclusive jurisdiction.

14. All claims, differences and disputes arising between the parties to this agreement arising out of or under this agreement shall be settled through arbitration conducted under the Rules, Bye-laws, Business Rules and Circulars of the IEX.

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

By .....

Signature .....

Title .....

Witness .....

THE Client

By .....

Signature .....

Title .....

Witness .....