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F

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PHYSICAL

SCAN

## Motilal Oswal Commodities Broker Private Limited

### COMBINE COMMODITIES CLIENT REGISTRATION FORM (MCX, NCDEX)

Client Code		DP Internal Ref. No.	
DP ID	120109		

#### Branch Details

Branch Prefix		Branch Name	
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Particulars (To be filled by Branches)	Name of the Person	Signature	Date
Data entered by (Maker)			
Data Rechecked by (Checker)			

Particulars (To be filled by HO)	Name of the Person	Signature	Date
Verified by			
Authorised by			
Approved by			
Dispatched by			

## TRADING ACCOUNT OPENING FORM

INDIVIDUAL

Version 1.5.4/May'17



## The All New Motilal Oswal Portfolio Check

With Motilal Oswal Portfolio Check, you can now get your portfolio reviewed swiftly and also get instant expert views on the stocks to be held, the ones to be sold and the new ones to be added

### REVIEW

#### Portfolio Overview



- Track Equity, MF, PMS all at the place
- Identify trend in portfolio performance

#### Equity Overview



- Analysis by top stocks, sector allocation & more
- Identify underperforming scrips

#### Mutual Fund Overview



- Know the latest top 3 mutual fund schemes
- Analysis by asset & category split

### ACT

#### Detailed Portfolio & Advice



- Analyze scrip performance
- In-depth actionable per scrip with integrated MOSL research view

#### Proposed Portfolio



- Identify the percentage of portfolio to be restructured
- Pre and post restructuring sector analysis
- Rationale behind each proposition

#### Model Portfolios



- Instantly actionable portfolios
- Expert recommended Portfolios across time Horizon

For any queries, please call us on 022-30896680 | Email: info@motilaloswal.com



**Motilal Oswal Securities Ltd. (MOSL) Member of NSE, BSE & MSEI**  
 Regd Office: Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025; Correspondence Office: Motilal Oswal Securities Limited, Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai - 400064. CIN no.: U65990MH1994PLC079418; Tel No.: 022 3980 4263; www.motilaloswal.com Registration Nos: NSE(Cash) INB231041238; NSE(F&O): INF231041238; NSE(CD): INE231041238; BSE(Cash): INB011041257; BSE(F&O) INF011041257; BSE(CD); MSEI (Cash) : INB261041231; MSEI (F&O): INF261041231; MSEI (CD): INE261041231; **CDSL : IN-DP-16-2015; NSDL : IN-DP-NSDL-152-2000**; AMFI:ARN 17397. PMS: INP000000670; PMS & Mutual Funds are offered through Motilal Oswal Asset Management Company Ltd(MOAMC) which is group company of MOSL. PMS (Regn No. INP000004409) is offered through Motilal Oswal Wealth Management Ltd. (MOWML) which is a group company of MOSL. SEBI Registration Number for Research Analyst INH000000412. Motilal Oswal Commodities Broker Pvt Ltd. (MOCBPL) member of MCX, NCDEX and NCDEX Spot. MCX Member ID 29500, NCDEX-NCDEX-CO-04-00114, NCDEX Spot Exchange Limited 10014. FMC Unique membership code: MCX: MCX/TCM/CORP/0725, NCDEX: NCDEX/TCM/CORP/0033, Commodity Services are offered through MOCBPL which a group company of Motilal Oswal Securities Ltd. Motilal Oswal Securities Ltd is a distributor of Mutual Fund & IPOs. Investment in Securities is subject to market risk.

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- Signals are auto generated based on predefined technical rules
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- Real time tracking of profits & losses for carry forward open positions
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- User defined group can be created for selected stocks
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For more information:

Call: 022-30801633 / 022-33124956 / 9819320653 | Email: tradeguide@motilaloswal.com



Motilal Oswal Securities Ltd. (MOSL) Member of NSE, BSE & MSEI

Regd Office: Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025; Correspondence Office: Motilal Oswal Securities Limited, Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai - 400064. CIN no.: U65990MH1994PLC079418; Tel No.: 022 3980 4263; www.motilaloswal.com Registration Nos: NSE(Cash) INB231041238; NSE(F&O): INF231041238; NSE(CD): INE231041238; BSE(Cash): INB011041257; BSE(F&O) INF011041257; BSE(CD); MSEI (Cash) : INB261041231; MSEI (F&O): INF261041231; MSEI (CD): INE261041231; **CDSL : IN-DP-16-2015; NSDL : IN-DP-NSDL-152-2000**; AMFI:ARN 17397. PMS: INP000000670; PMS & Mutual Funds are offered through Motilal Oswal Asset Management Company Ltd(MOAMC) which is group company of MOSL. PMS (Regn No. INP000004409) is offered through Motilal Oswal Wealth Management Ltd. (MOWML) which is a group company of MOSL. SEBI Registration Number for Research Analyst INH000000412. Motilal Oswal Commodities Broker Pvt Ltd. (MOCBPL) member of MCX, NCDEX and NCDEX Spot. MCX Member ID 29500, NCDEX-NCDEX-CO-04-00114, NCDEX Spot Exchange Limited 10014. FMC Unique membership code: MCX: MCX/TCM/CORP/0725, NCDEX: NCDEX/TCM/CORP/0033, Commodity Services are offered through MOCBPL which a group company of Motilal Oswal Securities Ltd. Motilal Oswal Securities Ltd is a distributor of Mutual Fund & IPOs. Investment in Securities is subject to market risk.

## INDEX OF DOCUMENTS

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>A - MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	KYC (Account Opening) Application Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account.	1 - 6
2.	Tariff sheet	Document detailing the rate / amount of brokerage and other charges levied on the client for trading on the commodity exchange(s).	7
3.	FATCA Declaration	FATCA Declaration	20
<b>STANDARD DOCUMENTS</b>			
3.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	22- 24
4.	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges.	25 - 31
5.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	32 - 33
<b>B - VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER</b>			
6.	Power of Attorney	Power of Attorney provided to broker to facilitate pay-in of securities / commodities and other authorization.	10 - 11
7.	Voluntary Clauses (Terms & conditions) - Annexure A	Additional clauses other than specified by SEBI to facilitate transactions of Client.	12 - 15
8.	Policies and Procedures	Document describing significant policies and procedures of the commodities broker.	16 - 17
9.	Consent to maintain Accounts on Running Account Basis	For the purpose of operational convenience, this authorization is required to maintain the client account both for the funds and commodities, on running account basis.	18
10.	Consent for Electronic Contract Note	Consent for Electronic Contract Note	19
11.	Voluntary Document	Risk Profile Questionnaire	8 - 9
		Family Declaration - Email / Mobile Updation in Family Codes	21

 Provided Through  
Separate HandBook

Name of Member	Motilal Oswal Commodities Broker Private Limited
FMC Unique Membership Code (UMC) No.	MCX No. 29500 FMC Code MCX : MCX/TCM/CORP/0725 NCDEX No. 00114 FMC Code NCDEX : NCDEX/TCM/CORP/0033
Registered Office Address	Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025. Ph: +91-22-39804200 Fax: +91-22-33124997 Website: www.motilalosal.com
Correspondence Office Address	Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai - 400 064. Ph: +91-22-30801000 Fax: +91-22-28449002 Website: www.motilalosal.com
Name of compliance officer	Mr. Pravin Kumar Sinha Ph: +91-22-30801000 Email Id: sc@motilalosal.com
Name of COO	Mr. Ajay Menon Ph: +91-22-30801000 Email Id: am@motilalosal.com

For any grievance/dispute please contact Member (Motilal Oswal Commodities Broker Private Limited) at the above address or email Id commoditygrievances@motilalosal.com and Phone no. 91-22-30801000. In case not satisfied with the response, please contact MCX at grievance@mcxindia.com and Phone no. 91-22-67318888 and NCDEX at askus@ncdex.com and Phone no. +91-22-66406613

**"You can also lodge your grievances with SEBI at <http://scores.gov.in>. For any queries, feedback or assistance, please contact SEBI office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575".**

- Abbreviations :
- 1) \* The Proof should be valid on the DATE of agreement.
  - 2) \*\* The Proof should not be more than 2 months old.
  - 3) # Bank Statement should be original and of latest quarter. It should have Bank Manager's Stamp & Sign, if original stationery is not available.
  - 4) ## Bank Passbook should have Bank Manager's Stamp & Sign if it is hand written.



**CHECKLIST TABLE FOR ACCOUNT OPENING**

**Important Notes:** \* Requirements are as per SEBI guidelines  
# Activation is the date post Objection clearance (if any)

**If PROOF TYPE is submitted as below, then it should fulfill the mentioned criteria's**

PROOF TYPE	REQUIREMENTS*	ID PROOF	ADDRESS PROOF	BANK PROOF	SIGNATURE PROOF
<b>PAN Card</b>	<ul style="list-style-type: none"> <li>Coloured Photocopy preferred</li> </ul>	<ul style="list-style-type: none"> <li>Name, Photograph, Date of Birth should match</li> <li>Signature should be clearly visible</li> </ul>	NA	NA	<ul style="list-style-type: none"> <li>Signature should be clearly visible and should match</li> </ul>
<b>Passport</b>	<ul style="list-style-type: none"> <li>Photocopy of Name and Address page (2 pages)</li> <li>Valid for atleast next TWO months from the date of Account Activation#</li> </ul>	<ul style="list-style-type: none"> <li>Name, Photograph, Date of Birth should match</li> <li>Signature should be clearly visible</li> </ul>	<ul style="list-style-type: none"> <li>Address mentioned in passport should match with the address mentioned in KYC</li> </ul>	NA	<ul style="list-style-type: none"> <li>Signature should be clearly visible and should match</li> </ul>
<b>Driving Licence</b>	<ul style="list-style-type: none"> <li>Photocopy of Name and Address page (2 pages)</li> <li>Valid for atleast next TWO months from the date of Account Activation#</li> <li>Learning License is Not Acceptable</li> </ul>	<ul style="list-style-type: none"> <li>Name, Photograph, Date of Birth should match</li> <li>Signature should be clearly visible</li> </ul>	<ul style="list-style-type: none"> <li>Address mentioned in Driving Licence should match with the address mentioned in KYC</li> </ul>	NA	<ul style="list-style-type: none"> <li>Signature should be clearly visible and should match</li> </ul>
<b>Voter ID</b>	<ul style="list-style-type: none"> <li>Photocopy of Name and Address page (2 pages)</li> <li>Coloured Photocopy preferred</li> </ul>	<ul style="list-style-type: none"> <li>Name, Photograph should match</li> </ul>	<ul style="list-style-type: none"> <li>Address mentioned in Voter Id/ should match with the address mentioned in KYC</li> </ul>	NA	NA
<b>Aadhar</b>	<ul style="list-style-type: none"> <li>Coloured Photocopy preferred of Aadhar Card(front and reverse)</li> </ul>	<ul style="list-style-type: none"> <li>Name, Photograph should match</li> </ul>	<ul style="list-style-type: none"> <li>Address mentioned in Aadhar card should match with the address mentioned in KYC</li> </ul>	NA	NA
<b>Ration Card</b>	<ul style="list-style-type: none"> <li>Photocopy of Name/Address and Family members list page (2 pages)</li> </ul>	NA	<ul style="list-style-type: none"> <li>Address mentioned in Ration Card should match with the address mentioned in KYC</li> </ul>	NA	NA
<b>Telephone Bills/ Electricity Bill/ Gas Bill/ Mobile Bill</b>	<ul style="list-style-type: none"> <li>The Proof should not be more than 3 months old</li> <li>Should be valid for next 10 days post Activation#</li> <li>Gas Cylinder bill/receipt and Mobile Bill not acceptable</li> </ul>	NA	<ul style="list-style-type: none"> <li>Address mentioned in Telephone/Electric Bills should match with the address mentioned in KYC</li> </ul>	NA	NA
<b>Bank Statement</b>	<ul style="list-style-type: none"> <li>Original Bank Statement</li> <li>Latest quarter (3 months transactions).</li> <li>Bank Attestation is Mandatory where the Bank statement does not contain pre-printed Bank logo, address and other relevant details about the Bank. (Bank Attestation should contain Authorized signatory of Bank with Name and Employee Code and Bank seal)</li> </ul>	NA	<ul style="list-style-type: none"> <li>Address mentioned in Bank Statement should match with the address mentioned in KYC</li> </ul>	<ul style="list-style-type: none"> <li>The below should match with the details mentioned in KYC</li> <li>Account holder Name</li> <li>Bank Account No</li> <li>Bank Account Type [Savings/Current]</li> </ul>	NA

PROOF TYPE	REQUIREMENTS*	ID PROOF	ADDRESS PROOF	BANK PROOF	SIGNATURE PROOF
<b>Bank Passbook</b>	<ul style="list-style-type: none"> <li>Bank Passbook containing Bank Details</li> <li>Client Details</li> <li>Latest quarter (3 months transactions) pages.</li> <li>Bank Attestation is Mandatory where the Bank statement does not contain pre-printed Bank logo, address and other relevant details about the Bank.</li> <li>(Bank Attestation should contain Authorized signatory of Bank with Name and Employee Code and Bank seal)</li> </ul>	NA	<ul style="list-style-type: none"> <li>Address mentioned in Bank Passbook should match with the address mentioned in KYC</li> </ul>	<ul style="list-style-type: none"> <li>The below should match with the details mentioned in KYC</li> <li>Account holder Name</li> <li>Bank Account No</li> <li>Bank Account Type [Savings/Current]</li> </ul>	NA
<b>Cancelled Cheque</b>	<ul style="list-style-type: none"> <li>Original <u>Cancelled</u> Cheque leaf</li> </ul>			<p>The cancelled cheque should have:</p> <ul style="list-style-type: none"> <li>Pre printed Client Name</li> <li>Pre printed Account No</li> <li>IFSC</li> <li>MICR</li> </ul>	NA
<b>Bank Verification Letter</b>	<ul style="list-style-type: none"> <li>Bank's original Letter head</li> <li>Bank Attestation should contain Authorized signatory of Bank with Name and Employee Code and Bank seal</li> <li>Client Name, Account Number, Address, Signature, Account Type, IFSC, MICR (format available in <b>WIRE</b>&gt;download option</li> </ul>	<ul style="list-style-type: none"> <li>Client's latest photo should be attested by Bank</li> <li>Client Name</li> <li>Bank A/c no</li> </ul>	<ul style="list-style-type: none"> <li>Client's latest photo should be attested by Bank</li> <li>Client Name</li> <li>Bank A/c no</li> <li>Address</li> </ul>	<ul style="list-style-type: none"> <li>Client's latest photo should be attested by Bank</li> <li>Client Name</li> <li>Bank A/c no</li> <li>Address</li> <li>IFSC</li> <li>MICR</li> <li>Account Type (Savings/Current)</li> </ul>	<ul style="list-style-type: none"> <li>Client's latest photo should be attested by Bank</li> <li>Client Name</li> <li>Bank A/c no</li> <li>Address</li> <li>IFSC</li> <li>MICR</li> <li>Account Type (Savings/Current)</li> <li>Client Signature</li> </ul>

**To avoid Objection and Delays**

- Ensure the details mentioned in the proof submitted matches with the form filled up by you as per the Checklist table mentioned.
- All proofs, photographs and signature on the form should be clearly visible and should be self attested by client.
- Colored photocopies are preferred
- Proofs submitted should be compulsory in A4 size
- Signature and Date of birth should match with atleast one submitted document proof
- The A/c opening form should be filled in BLACK INK and CAPITAL LETTERS ONLY and do have :
  - Clients Name and Signature at 24 places marked in Grey color
  - A Address-- as it appears on the address proof. In case permanent & correspondence addresses are different, make sure to provide address proof for both of them
  - Witness signature at 8 places marked in light grey color
  - N.A. mentioned at all places not applicable to the client
- White ink is not allowed either on form or on agreement. All corrections needs to be countersigned with full signature.
- In person Verification, PAN & Document verification from original has to be done by Sub-broker/Authorised Person who is registered under Exchanges only. IPV stamp should contain MCX and NCDEX registration numbers only.
- PAN & Document verification from original has to be done by Exchange registered Broker/Authorised Person only.

**Know Your Client (KYC)**  
**Application Form (For Individuals Only)**

Motilal Oswal Commodities Broker Pvt. Ltd



Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

Sole / Joint First Holder

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth

3. Nationality  Indian  Other (Please specify)

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 



 Please enclose a duly attested copy of your PAN Card

6. Aadhaar Number, 



 Please enclose duly attested copy of your Aadhaar Card (if available)

7. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix  
the recent passport  
size photograph and  
sign across it

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**B. Address Details (please see guidelines overleaf)**

1. Address for Correspondence/Residence

Landmark									
City / Town / Village							Pin Code		
State					Country				

2. Contact Details

Tel. (Off.) (ISD) (STD)	Tel. (Res.) (ISD) (STD)
Mobile (ISD) (STD)	Fax (ISD) (STD)
E-Mail Id.	

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify)

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

Landmark									
City / Town / Village							Pin Code		
State					Country				

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify)

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

6. Any other information:

**DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

Place:

Date:

**SIGNATURE OF APPLICANT**

--

2/14

**FOR OFFICE USE ONLY**

IPV Done  on

AMC/Intermediary name OR code 3100000725

Motilal Oswal Commodities Broker Pvt. Ltd.

(Originals Verified) Self Certified

Document copies received

(Attested) True copies of documents received

Main Intermediary

Name of the Organization
MCX/NCDEX/NCDEX SPOT Registration No.
Person name doing IPV / docs / PAN verification
Designation / MOCBPL Employee code
Date of IPV / Document Verification
Date of PAN Verification with IT Site
Signature of the Person

PLEASE AFFIX RUBBER STAMP & SIGN

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI): List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

Please Submit the KYC Documents on A4 Size Paper Only.



**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual**

**Important Instructions:**

- A) Fields marked with '\*' are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.



**For office use only** (To be filled by financial institution)

Application Type\*  New  Update

KYC Number  (Mandatory for KYC update request)

Account Type\*  Normal  Simplified (for low risk customers)  Small

**1. PERSONAL DETAILS** (Please refer instruction A at the end)

Name\* (Same as ID proof) Prefix  First Name  Middle Name  Last Name

Maiden Name (If any\*)

Mother Name\*

Gender\*  M- Male  F- Female  T-Transgender

Marital Status\*  Married  Unmarried  Others

Citizenship\*  IN- Indian  Others (ISO 3166 Country Code )

Residential Status\*  Person of Indian Origin

Occupation Type\*  Self Employed  X- Not Categorised

**2. PROOF OF IDENTITY (PoI)\*** (Please refer instruction C at the end)

(Certified copy of any one of the following Proof of Identity [PoI] needs to be submitted)

A- NREGA Job Card  Identification Number

B- Others (any document notified by the central government)  Identification Number

C- Simplified Measures Account - Document Type code

**3. PROOF OF ADDRESS (PoA)\***

**3.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS** (Please see instruction D at the end)

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type\*  Residential / Business  Residential  Business  Registered Office  Unspecified

Proof of Address\*  UID (Aadhaar)  Simplified Measures Account - Document Type code  NREGA Job Card

**Address**

State / U.T Code\*  ISO 3166 Country Code\*

**3.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS \*** (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

State / U.T Code\*  ISO 3166 Country Code\*

Signed for and on behalf of	1st Holder	2nd Holder	3rd Holder
Signature & Stamp	3/14		

**INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM****A. IMPORTANT POINTS:**

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines and other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted along with other statutory approvals required for investment in commodities.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

**B. Proof of Identity (POI):** - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

**C. Proof of Address (POA):** - List of documents admissible as Proof of Address:

(Note: Documents having an expiry date should be valid on the date of submission.)

1. Aadhaar Card / Passport / Voters Identity Card / Ration Card / Registered Lease or Sale Agreement of Residence / Driving License / Flat Maintenance bill / Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement / Passbook -- Not more than 3 months old.
4. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks / Scheduled Co-Operative Bank/Multinational Foreign Banks / Gazetted Officer / Notary public / Elected representatives to the Legislative Assembly / Parliament / Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central / State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

**D. Exemptions to PAN**

(Note: Sufficient documentary evidence in support of such claims to be collected.)

1. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the State of Sikkim (subject to the continued exemption granted by Government).

**E. List of people authorized to attest the documents:**

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy / Consulate General in the country where the client resides are permitted to attest the documents.

**OTHER DETAILS**

Gross Annual Income Details	Income Range per annum <input type="checkbox"/> Below Rs.1 Lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> 5-10 Lac <input type="checkbox"/> 10-25 Lac <input type="checkbox"/> >25 Lac
<b>OR</b> Net-worth as on (date)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> is Rs. _____ (Net worth should not be older than 1 year)
Occupation	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Business <input type="checkbox"/> Government Service <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others (Specify) _____
Politically Exposed Person (PEP)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Person (PEP) <input type="checkbox"/> Not related to a Politically Exposed Person (PEP)

**BANK ACCOUNT(S) DETAILS**

Bank Name	<input type="text"/>
Branch Name	<input type="text"/>
Branch Address	<input type="text"/>
Bank A/c No.	<input type="text"/>
A/c Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____
MICR Number	<input type="text"/> IFSC Code <input type="text"/>
Proof of Bank submitted	<input type="checkbox"/> Bank Statement <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Cancelled Cheque leaf (Specifying name of the client / MICR Code or/and IFSC code of the bank)

**DEPOSITORY ACCOUNT(S) DETAILS ( if available )**

Comtrack Participant Name	<input type="text"/>
Depository Name	<input type="checkbox"/> Comtrack
DP ID	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Beneficiary ID (BO ID) <input type="text"/>
Beneficiary Name	<input type="text"/>
Second Holders Name	<input type="text"/>
Third Holders Name	<input type="text"/>
Proof of DP submitted	<input type="checkbox"/> Holdings Statement issued by DP (bearing name of the client) <input type="checkbox"/> Demat Master / Client Master Report (CMR)

**TRADING PREFERENCES**

Please sign in the relevant boxes against the Exchange with which you wish to trade. The exchange not chosen should be struck off by the client.

Name of the National Commodities Exchanges	<input type="checkbox"/> MCX	<input type="checkbox"/> NCDEX
Date of Consent for trading on concerned Exchange		
Signature of the Client	<input type="text"/> 4/14	<input type="text"/> 5/14

If, in future, you wish to trade on any new exchange, separate authorization / consent letter should be provide by you.

**ADDITIONAL DETAILS**

Investment/Trading Experience	<input type="checkbox"/> No Prior Experience <input type="checkbox"/> Years In Commodities <input type="checkbox"/> Years in Other investment related fields
Communication Mode (If Yes then please fill in Appendix-A)	Whether you wish to receive communication from Member in electronic form on your Email-id <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Email id same as mentioned on KRA Page
Communication Mode for Standard Documents	Whether you wish to receive Standard Documents from Member in electronic form on your Email-id <input type="checkbox"/> Yes <input type="checkbox"/> No

**SALES TAX REGISTRATION DETAILS (As applicable, State wise)**

Registration No.	Validity date	Name of the State (Please give details of all states where you are registered)
Local Sales Tax		
Central Sales Tax		NA
Other Sales Tax		

**VAT DETAILS (As applicable State wise)**

Registration No.	Validity date	Name of the State (Please give details of all states where you are registered)
Local VAT		
Other VAT		

**PAST REGULATORY ACTIONS**

Details of any action/proceedings initiated/pending/ taken by FMC/SEBI/Stock exchange/Commodity exchange/any other authority against the client during the last 3 years:

--

**DEALINGS THROUGH OTHER MEMBERS**

If you are dealing through any other Member provide the following details:  
(in case dealing with multiple Members, provide details of all in a separate sheet containing all the information as mentioned below)

Member's/Authorised Person (AP)'s Name	<input type="text"/>		
Client Code	<input type="text"/>	Exchange	<input type="text"/>
Exchange Registration No.	<input type="text"/>		
Concerned Member's Name with whom the AP is registered	<input type="text"/>		
Registered office Address	<input type="text"/>		
Contact Details : Website	<input type="text"/>	Email ID	<input type="text"/>
Phone No.	<input type="text"/>	Fax No.	<input type="text"/>
Details of disputes/dues pending from/to such Member / AP _____			

**INTRODUCER DETAILS (Optional)**

Status of the Introducer	<input type="checkbox"/> Existing Client <input type="checkbox"/> Authorised Person <input type="checkbox"/> Other (Please Specify) _____		
Name of the Introducer	S U R N A M E <input type="text"/> N A M E <input type="text"/> M I D D L E N A M E <input type="text"/>		
Address	<input type="text"/>		
			PIN Code <input type="text"/>
Signature of the Introducer	<input type="text"/>		Phone No. <input type="text"/>

**INFORMATION IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002**

Funds Detail	Do you intend to invest in the stock market with : <input type="checkbox"/> Own Funds <input type="checkbox"/> Borrowed Funds		
Name	Details of the relatives, having account with MOCBPL		
Relationship	<input type="text"/>	UCC	<input type="text"/>
Name	Details of the corporate/partnership firm/trust, etc where client is affiliated		
Relationship	<input type="text"/>	UCC	<input type="text"/>
Nature of Business	<input type="text"/>	Entity Type	<input type="text"/>
Primary Purpose of Dealing :	<input type="checkbox"/> * Investment <input type="checkbox"/> * Trading <input type="checkbox"/> *Hedging <input type="checkbox"/> * If any other _____		



**Client Categorisation**

Pls select ( ) on the below appropriate category depending upon your proposed nature of your activity against each product type.

<b>Commercial -</b>	<b>Non Commercial -</b>
Product type	Product type
Bullion -	Bullion -
Base Metals -	Base Metals -
Energy -	Energy -
Agri-Commodities -	Agri-Commodities -

1. COMMERCIAL: Commercial Client includes Value Chain/ Physical market participant/ exporter/ importer/ having direct/ indirect Exposure to the underlying Commodity

2. NON-COMMERCIAL: Non Commercial Client includes Trader/ Arbitrageur

**TARIFF SHEET**

Type (MCX)	Brokerage %	Charge on	Table No.
Trading		<input type="checkbox"/> One Side <input type="checkbox"/> Both Side	
Delivery			
Type (NCDEX)	Brokerage %	Charge on	Table No.
Trading		<input type="checkbox"/> One Side <input type="checkbox"/> Both Side	
Delivery			

- SEBI Turnover Fees, CTT, Service Tax, Stamp Duty, Transaction Charges and other statutory charges will be levied separately from brokerage as applicable from time to time.
- Delivery related charges i.e. Delivery Charges, Warehouse Charges, Vault Charges etc. will be levied separately as per guidelines.
- All Charges levied by Exchange(s) / Regulator(s) will be recovered from your account as applicable.
- In addition to above, Charges levied on account of Cheque Return, Wrong Reporting of Cheque, Issue of Duplicate Statements, Interest Charges etc. may be recovered from your account as applicable.

MOCBPL reserves the rights to change the Brokerage as well as other tariff from time to time under intimation to client. You may check the prevailing brokerage rate applicable to you through your secured client login.

Complete Details of above charges are made available in your secured client login.

You can access to Client login by Keying your UCID / Client Code and password through our website: [www.motilaloswal.com](http://www.motilaloswal.com). Details of your secured login will be given in Welcome Letter / email send to you upon activation of your account with MOCBPL.

**DECLARATION**

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.

Client Signature	6/14
Client Name	

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

## RISK PROFILE QUESTIONNAIRE

Motilal Oswal Commodities Broker Pvt. Ltd. is required to make enquiries as to the level of service you are seeking, your investment objectives including your risk profile, financial situation, and particular needs. A key consideration is understanding your investment objective and tolerance level. The following questionnaire has been prepared to help you consider the various investment risks and to understand how they impact on your personal circumstances.

Investment Risk can be described as the potential for actual investment returns to vary from expectations. The higher the level of investment returns you are seeking, the more risk you generally need to be prepared to accept. An Investment Risk Profile is basically a general description regarding an Investor's approach to risk.

### Identifying your Investment Risk

#### 1) How familiar are you with investment matters?

Please Select Any 1

- Not familiar at all with investments and feel uncomfortable with complexity
- Not very familiar when it comes to investments.
- Somewhat familiar. I don't fully understand investments, including the share market.
- Fairly familiar. I understand the various factors which influence investment performance.
- Very familiar. I use research and other investment information to make investment decisions. I understand the various factors which influence investment performance.

#### 2) Which age range do you fall into?

Please Select Any 1

- Between 21 and 40
- Between 40 and 50
- Between 50 and 60
- Between 60 and 70
- Above 70 or Under 21

#### 3) How long would you invest the majority of your money before you think you would need access to it? (Assuming you already have plans in place to meet short term cashflow and/or emergencies.)

Please Select Any 1

- In a 2 year or less
- Within 3 - 5 years
- Within 6 - 10 years
- Not for 10+ years

#### 4) Approximately what percentage of your assets (excluding own use property) is currently held in investment products where the value can fluctuate?

Please Select Any 1

- Over 50%
- Between > 25% and 50%
- Between > 10% and 25%
- Between > 0% and 10%
- 0%

#### 5) How long have you been investing in commodity market?

Please Select Any 1

- Very Experienced – Have been trading / investing in Commodity market for more than 5 years.
- Very Experienced – Have been trading / investing in Commodity market for last 3 - 5 years.
- Have been trading in equity market and have already started my Commodity trading
- Have been trading in Commodity market
- I am starting my Commodity market investment with you

#### 6) Any legal action against you in the Court; if yes what is the amount involved.

Please Select Any 1

- Yes    Rs. \_\_\_\_\_ (Amount involved)
- No

**7) Investing involves a trade-off between risk and return. In order to achieve your expected returns, which statement best describes the degree of losses you are willing to take?**

Please Select Any 1

I am willing to accept minimal amount of capital loss       I am willing to accept moderate capital loss

I am willing to accept high capital loss

**8) Have you ever borrowed money to make an investment in Commodity market? If yes, then mention the name of the lender and the amount borrowed.**

Please Select Any 1

Yes      Name of the lender: \_\_\_\_\_ and amount borrowed Rs. \_\_\_\_\_

No

**Additional Informations:**

**1) Your immediate family member / Group companies are promoter of any listed company; if yes then mention the details of such company.**

Please Select Any 1

Yes      Name of the Listed company \_\_\_\_\_       No

**2) Your immediate family member / Group companies are registered with FMC; if yes then under what capacity.**

Please Select Any 1

Yes      Mention details \_\_\_\_\_       No

**3) Do any of your Family members / Relatives have maintained trading account with MOCBPL? If yes; then please let us know the details like Name & Client code.**

Please Select Any 1

Yes      Client code. \_\_\_\_\_      Name. \_\_\_\_\_

No

**Additional Comments (To be filled by Client)**

Please write down any additional comments you may have relevant to determining your Risk Profile.



Please remember that this questionnaire is designed to help you evaluate your risk profile and that given the answers to the above questions, your risk profile may be in the indicated sector.

If you feel comfortable with the analysis provided, then your adviser can use it to devise an appropriate investment portfolio.

If you don't agree with the analysis, or want to ask more questions about it, please discuss it with your adviser.

I hereby acknowledge that the above investment stance is consistent with my investment risk requirements and profile. I have had the concept of investment risk explained to me and am happy to proceed on this basis.

Client's Signature	7/14
Client Name	

Signature of Authorised Signatory of MOCBPL/ Sub-broker/ Authorised Person	
Name of Authorised Signatory of MOCBPL/ Sub-broker/ Authorised Person	

Intentionally left blank



**(ON STAMP PAPER OF RS. 50/-)**

**POWER OF ATTORNEY IN FAVOUR OF MOTILAL OSWAL COMMODITIES BROKER PRIVATE LIMITED**

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/We  
 .....  
 .....  
 . residing at / having place of business / registered office at  
 .....  
 .....  
 .....send greetings.

WHEREAS I / We wish to avail, / I/We am/are a client availing of the Commodity Broking (hereinafter referred to as said Services) offered by Motilal Oswal Commodities Broker Private Limited , having its Registered office address at Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025, and having its processing office at Hyderabad (hereinafter referred to as 'MOCBPL') with/ without On-Line trading / E-broking & web based facilities and / or services through its website or any other website used for offering said Services.

AND WHEREAS as consideration for availing said services as well as a prerequisite for fulfilling the various preconditions and requirements so as to avail of the services by MOCBPL, I / we am/are desirous of appointing an attorney and confer upon it powers hereinafter stated.

NOW THESE PRESENTS WITNESS that I / we, do hereby, jointly and severally nominate, constitute and appoint MOCBPL acting through any of its directors, officers and / or agents, as my / our true and lawful Constituted Attorney (hereinafter referred to as the said Attorney) for me / us, in my / our name and on my / our behalf and at my / our risk and costs to do, exercise and perform all or any of the following acts, deeds and things:

In this Power of Attorney the term "Commodities" shall have same meaning as assigned to goods in Forward contracts (Regulation) act, 1952 and Rules & Regulation made thereunder

1. To give delivery/receive instructions, borrowing and lending instructions, pledge closure instructions in the course of business relating to operation of demat account(s) no(s) for Equity 120109 and for Commodity \_\_\_\_\_ with Depositories with NSDL/CDSL/COMTRACK or any other demat account as may be communicated in writing towards the obligation for transactions done through MOCBPL on MCX, NCDEX and NSEL or any other Commodity Exchanges.
2. To debit my/our ledger account maintained with MOCBPL for fees/charges etc. and to discharge all financial obligations relating to transactions undertaken

by me on any of the Commodity Exchanges.

3. Pursuant to my/our instruction or instruction of my/our Authorised Representative to do all such acts and things as may be necessary to effect the purchases/sell in commodity for which services are availed from MOCBPL.
4. To pledge the Securities / commodities for the limited purpose of meeting the margin requirements in connection with the trades executed on the Commodity exchanges.
5. Instruct DP to debit commodities to the said account and/or transfer securities from the said account and/or instruct DP to execute the share transfer requests given by me/us in electronic form through MOCBPL website to pool / collateral / margin / any other beneficiary account of MOCBPL as mentioned in below table to the extent of commodities sold through MOCBPL for pay in obligation as well as for margins / upfront margins /settlement obligations towards any stock Exchange in all segments. MOCBPL may amend the list of Demat accounts mentioned in below table by adding/deleting demat account(s) to/from the list and particulars of such updated demat accounts will be intimated to me/us by MOCBPL.
6. To issue instructions to my DP to execute the commodity transfer requests given by me/us in electronic form, in any format and at any time through the website of Motilal Oswal Commodities Broker Private Limited or through the internet or any other electronic mode, towards upfront margin or any other margin obligation towards any commodity exchange.
7. To authorize MOCBPL to send trades and accounts related information and also consolidated summary of commodity-wise buy and sell positions taken with average rates by way of SMS / email on a regular basis.
8. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/ authorities or department(s) and to do all such lawful acts requisite for effecting the same.  
  
To do or commit to do all such acts and things as may be necessary or desirable in order to exercise its powers hereinabove or to comply with any laws, orders, rules, regulations or directions of any government or regulatory or other authorities.

9. My / Our Attorney MOCBPL shall not be liable for any loss that may result from failure/inability of electronic connectivity of rejection of my/our application for any reason whatsoever.
10. In case the commodities or fund that may have been delivered / credited / transferred to my DP account erroneously or those commodities or fund that I was not entitled to receive, then MOCBPL is authorized to instruct the DP to reverse such transactions without obtaining any authorization from me.
11. I understand that on production of adequate proof by me you will return to me the Commodity/(ies) or funds that may have been erroneously credited/transferred to your account which you are not entitled to receive from me or us.
12. The demat account details of MOCBPL where shares/commodities can be transferred for above mentioned below

**MOCBPL Account details where client has to provide his/their Equity Shares/ Commodities as Collaterals**

For Equity Shares	
NCDEX : 1201090001730035	MCX : 1201090001730041
For Commodities	
NCDEX Comtrack : 50144	

AND I / We hereby agree that MOCBPL shall exercise such powers and authorities conferred under the above Power of Attorney pursuant only to the instructions in that behalf given by me / us or my/our Authorised Representative, which may be given orally, over the telephone, through the internet, electronically or in any other manner acceptable to MOCBPL and such instructions shall be deemed to have been given by me/us and shall not be questioned by me/us and shall be conclusive and binding on me/us.

AND I /We hereby agree that all such acts done by my/our above mentioned attorney shall be deemed to be acts done by me/us and if necessary shall be ratified by me/us on the instructions of

the said attorney.

I/We do hereby confirm and declare that this Power of Attorney shall be valid, effective, operative and shall remain in force till the same is revoked by me / us. Further, I/We hereby confirm that such revocation shall not affect my/our obligations outstanding at

the time such revocation and the authority granted hereunder shall continue until all transactions and instructions already executed or issued in pursuance of this Power of Attorney and all outstanding towards Motilal Oswal Commodities Broker Private Limited have been settled.

I/We hereby agree that any dispute arising out of all trades, transactions and contracts will be settled under the Bye-Laws, Rules and Regulations of the concerned commodities Exchanges where the trades have been executed and depository related issues under the bye Laws of the concerned Depository, where the concerned beneficial owner demat account is held.

This document shall be subject to the jurisdiction of the Courts in Mumbai and all trades, transactions and contracts shall take effect as wholly made, entered into and to be performed in the city of Mumbai

And generally my said attorney shall have the power to do all such acts, deeds and things on my behalf and I could have lawfully done, if personally present.

AND I do hereby for myself, my heirs, executors, administrators of acts done and legal representatives ratify and confirm and agree to ratify and by attorney confirm all and whatsoever my said attorney or his substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

MADE at Hyderabad on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

IN WITNESS WHEREOF I/We have hereunto set and subscribed my/our respective hands to these presents the day and the year herein above written.

Signed for and on behalf of	1st Holder	2nd Holder	3rd Holder	The Participant
Signature	8/14			For Motilal Oswal Securities Ltd.  Authorised Signatory
Name of Authorised Signatory				
Title / Designation				
Witness 1	Name & Address		Signature W2	
Witness 2	Name & Address		Signature W3	

**VOLUNTARY CLAUSES (TERMS AND CONDITIONS)**

In addition to the 'Rights and obligations' document, Depository Participant - Beneficial Owner agreement, the Client and MOCBPL have agreed to the following voluntary terms and conditions contained in this Annexure to ensure smooth functioning of the operations in the course of trading/investing in commodities by the Client through MOCBPL

1. The Client is informed that Motilal Oswal Commodities Broker Pvt Ltd do carry Proprietary trading.
2. The Client agrees that he/she/it has been made aware/read ,understood and accept the prevailing RMS Policy/all other policies/procedures/information/instructions of MOCBPL and further shall keep himself/herself /itself, updated of any future RMS policy, all other policies/procedures/information/instructions that may be issued from time to time from the broker. The Client shall also access the RMS Policy, all other policies/procedures/information/instructions from the MOCBPL Website from time to time. MOCBPL may send any necessary communications to the client on their registered email address MOCBPL may modify the terms or any additional terms that to reflect changes to the law or changes to our policies/procedures etc. You should look at the terms regularly. Changes addressing new functions for a policies/procedures will be effective from the date of such change which are made for legal reasons & will be effective immediately.
3. The Client hereby agrees and understands that in case of any noncompliance and /or default by the Client such as cheque bouncing, client code modification, F&O short margin, UCC violation, price rigging or for any other matters as may be decided by MOCBPL from time to time, without prejudice to MOCBPL's other rights, MOCBPL may levy charges / penalty (ies) on the Client and debit such charges / penalty in the Client's account.
4. The Client agrees that MOCBPL will not be responsible for partial execution of orders placed by the Client. The Client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the Client wants the orders to be carried forward or extended for the day or for more number of days he shall communicate the same to MOCBPL.
5. Suspension/deactivation of trading activities for Non-payment of amounts due from the Client including margin money. The Client is aware that the Client is required to make full payment to MOCBPL for the execution of the contract on the day of execution of trade. The Client explicitly agrees and authorizes MOCBPL to suspend/deactivate his/her accounts for non payment of the above stated dues and such other amounts as may be due from the Client from time to time without giving any further notice or intimation to the Client.
6. **Digitally signed Contract Notes/ Statement of Accounts/Client Registration Documents: The Client hereby agrees and permits MOCBPL to provide digitally signed contract notes through internet (web-based) and agrees as under:**
  - (i) The client agrees to receive from MOCBPL the ledgers, transaction statements, bills or other Statement(s), related notices, circulars, amendments and such other correspondence, documents and records which may be sent by MOCBPL from time to time electronically in lieu of the physical mode. The client further authorizes MOCBPL to send the executed copy of Client Registration form to his e-mail Id, The client can also download the copy through the secured access provided by MOCBPL using his client specific user id and password.
  - (ii) The client hereby acknowledges that all the documents as above sent by MOCBPL through e-mail will be considered as having delivered to him once the email leaves MOCBPL e-mail server unless the same is rejected by client e-mail server and bounced mail notification is not received by MOCBPL. The client further agrees that in the absence of communication from him regarding non receipt of documents through e-mail, or notification of any discrepancy within two days from the date of issuance of Digital Contract Note through e-mail, MOCBPL may construe that there is a deemed acknowledgement of the documents(s) sent by you electronically. The client further agrees that MOCBPL shall not take cognizance of out of office/out-of-station auto replies and the client shall be deemed to have received such electronic mails.
  - (iii) The Client shall access the contract notes/confirmations of the trades executed on his/her/their behalf on the trade date electronically. The Client understands that it is his/her/their responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc. All information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail within 48 hours from the date of the execution of the trade.
7. **Acknowledgment for account opening charges:**
  - (I) The Client understands, agrees and acknowledges that client may be levied account opening charges for opening of Trading Account. The entry reflected in the ledger account of the client would be sufficient acknowledgment of the receipt of account opening charges. The client agrees and understands that no separate receipt will be issued in this regard.
8. **Trade Confirmation to client (Trade confirmation to be given by Exchanges)**
  - (I) The client authorizes MOCBPL to send Trade Confirmations / Margin calls at the mobile number of the client mentioned in the Client Registration Documents. The client shall provide valid mobile number to the MOCBPL which shall be incorporated in the client registration documents. During the currency of the voluntary clauses such mobile number shall be functional. It shall be duty of the client to ensure that the mobile number provided in the client registration documents is correct and in operation and/ or in working condition at all the time. In case the client has provided and /or incorporated different mobile number in the KYC, MOCBPL may send notice/communication on any of the mobile number, at its discretion. The notice /information /communication through SMS sent to the client shall be deemed to have been received by the client and MOCBPL shall not be under any obligation to confirm the authenticity of the person (s) receiving the SMS. MOCBPL shall not be liable for any inaccuracy, error or emission or interruption of the data contained in the SMS.
  - (ii) MOCBPL at its discretion shall also send Trade Confirmations / Margin calls through SMS at the mobile number provided by the client. The SMS service may be discontinued for a specific period / indefinite period with or without any prior notice for any reason whatsoever.

- (iii) MOCBPL shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.  
 (iv) The client authorizes Exchanges to send SMS & e-mail alerts to his Mobile No. and e-mail id registered with MOCBPL.

## 9. Payment of Margins:

- (i) For the purpose of the voluntary clauses the term "Dues of Client" shall include the amount of monies payable by the Client including, , Brokerage, Service Tax, DP charges, penalties, late payment charges, transaction charges and all other charges that may be levied from time to time in the clients account.
- (ii) All payment for commodities bought shall be made out by way of Cheque/ fund transfer in favour of "Motilal Oswal Commodities Broker Pvt Ltd." At the time of settlement of dues of the Client, MOCBPL shall draw an account payee cheque /fund transfer in favour of the Client which may be payable to a specified bank account of the Client.  
 The Client agrees to make such fund transfer from the bank account, the details of which are provided by the Client to MOCBPL in the Client Registration Form or in any other documents.  
 The Client understands that MOCBPL shall execute the orders only after the proceeds of the Margin account are realized and credited to the Bank account of MOCBPL  
 Any payment made by the Client in the form of the account payee cheque shall be considered as Funds only upon the realization of the same.
- (iii) The Client hereby agrees to make payment against debit balance and margin payments as demanded by MOCBPL in the form of Funds (which shall hereinafter mean and include account payee cheques but not cash or currency) or securities or commodities in the proportion as prescribed by MOCBPL or Exchange, failing which the broker can square up all or any outstanding position of sale and / or purchase, in any segment and/or in any Exchange, without any notice to the Client.
- (iv) Margin in the form of Collateral (securities and or commodities): MOCBPL, in its absolute discretion will decide the eligible securities/ commodities, which could be deposited by the Client for meeting current or future margin / deposit obligations. MOCBPL would be free to continuously review the eligibility of securities/commodities already deposited by the Client.. The Commodities/ securities accepted as margin / deposit, shall be valued by MOCBPL as per valuation norms decided by MOCBPL from time to time. The Client authorizes MOCBPL to sell these commodities / securities to recover any outstanding dues including ledger debits / DP debits /meet the margin requirements in of both the Exchanges.
- (v) These margin / deposits shall be repaid only six months after the Client closes the account with MOCBPL after meeting contingent liabilities arising out of all or any transactions under the voluntary clauses.
- (vi) Lien: The Client agrees that all monies, collateral (securities and or commodities )or other property that may be held by MOCBPL on the Client's account shall be held by MOCBPL at the sole risk and cost of the Client and such monies, commodities or other property shall be held subject to a general lien for the discharge of the Client's obligation to MOCBPL under the voluntary clauses irrespective of whether such obligation of the client is disputed by the client. MOCBPL shall be under no obligation to release such monies, securities, commodities or other property until the Client has discharged its entire obligation in full to MOCBPL under the voluntary clauses to the due satisfaction of MOCBPL.
- (vii) The Client authorizes MOCBPL to use its discretion to close out any part or all of the contracts in the Clients account with MOCBPL for the protection of MOCBPL, in case of any default by the Client. The Client agrees to reimburse any or all such incidental expenses incurred by MOCBPL
- (viii) Client agrees that in case of any payout (funds/commodities) which is yet to be received by him/them for the previous settlement(s), the Commodity broker would be entitled to adjust the same against the current or subsequent settlement obligations or other charges or under the circumstances when client defaults.
- (ix) Set-off - The client agrees that MOCBPL may set-off his credit balance available in his ledger account on any one Exchange/ segment against the debit balance in other Exchange/segment.
10. The Client agrees that any notice or communication served on the Client under the voluntary clauses shall be valid and binding on him and shall be deemed to be duly served, if conveyed in writing through Letter, Fax or Telegram or by personal delivery duly acknowledged by the other party/ Courier at the Registered post to the address of the Client mentioned hereinabove or the last known address, or if electronically delivered at any one of the e-mail id intimated by the Client , or by publishing the same in the prominent daily newspaper where the registered / last known business / residential address of the Client is situated or if conveyed over telephone / fax on the last known number or on the recording machine of such number or if a notice is pasted at the door of the registered address or the last known address of the Client.
11. The Client agrees that he will send any communication or notice, to MOCBPL in writing through Letter or by personal delivery duly acknowledged by MOCBPL or by registered post sent at the registered address of MOCBPL mentioned herein above.
12. The Client hereby agrees to ensure that before selling any commodities on delivery basis, he has the same in hand. Any loss arising of auction / closeout on account of commodities not cleared in MOCBPL's account will be borne by the Client. The Client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
13. The Client hereby authorizes MOCBPL to transfer commodities, lying in MOCBPL's pool account to his account and from there he can transfer to margin and/or any other account for pay-in purposes for shares purchased by the Client in previous settlements. In case the Client does not want MOCBPL to transfer these commodities towards inter settlement from MOCBPL's pool account for pay in purposes, he shall inform MOCBPL in writing 48 hours before pay in date. In case MOCBPL does not receive the same in writing or for a wrong settlement, MOCBPL shall not be responsible for loss, if any.
14. MOCBPL will not be liable to the Client for loss arising due to fire, theft or loss due to human error in case of commodities sent for dematerialization or any other unforeseen circumstances if the shares are in the custody of MOCBPL beyond the stipulated time. In



case of dematerialization commodities, MOCBPL will be entitled to recover the custody charges from the Client, if the deliveries are not transferred out of MOCBPL's depository account within the stipulated time.

15. Tape recording of Client conversation: The Authorised Person / Client is aware that MOCBPL / Authorised Person may tape-record the conversations while providing Trade Confirmations/ Advisory services/ research calls or otherwise between the Client or the Client's representative and MOCBPL/ Authorised Person, either personally or over the telephone, and the Client hereby specifically permits MOCBPL to do so. Such electronic recordings may be relied upon by MOCBPL/ Authorised Person as and when required to resolve disputes in connection with the trading transactions or otherwise.
16. For all internal positions between two or more Clients of MOCBPL, the Client accepts the internal policy and guidelines as framed by the management of the company from time to time.
17. MOCBPL has placed on its website and also made available to the client on login into his trading account a detailed document explaining to the client the features, risks, responsibilities, obligations and liabilities associated with commodity trading among others through wireless technology / internet/smart order routing. The client agrees to go through the above terms and conditions and it shall be deemed to be sufficient notice by MOCBPL.
18. Any Authorization shall always be subject to revocation at any time by the Client. However, this will be effective after the Client clears all the dues payable to MOCBPL.
19. General
  - i.) The Client agrees that MOCBPL shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure, at the Client / MOCBPL's/exchange's end.
  - ii) The client agrees that the ledger statements in respect of transactions entered into on the Commodity segments of the Exchanges will be combined for my convenience and the payments received and paid by the MOCBPL will be appropriated on a first-in first-out basis.
  - iii) The Client agrees that a modification/addition/deletion to the terms and conditions on the website shall amount to a valid modification of the presents.
  - iv) The client confirm that he/they shall not have recourse to dispute Redressal mechanism/arbitration mechanism of the Stock Exchanges/SEBI in case the client avails the services under any schemes/leagues/competitions etc offered by any third party/group/company/associate of the stock Broker.
  - v) Clients is informed that they shall not blindly follow any unfounded rumours, tips etc. and invest in securities after conducting appropriate analysis.
20. Force Majeure: MOCBPL and/or its agents will not be liable for losses/ costs/ damages caused directly or indirectly from:
  - (i) any action, omission, suspension of trading, decision or ruling of any Exchange or Regulatory, Governmental or other body or of any other person which is beyond MOCBPL's control; or
  - (ii) by acts of God including earthquakes, flood, accident; or
  - (iii) any commotion, insurrection, embargo, industrial dispute, computer, communication, telephone or system failure, war, power failure, equipment or software malfunction, strikes, etc; or
  - (iv) any other conditions, beyond the control of MOCBPL.

The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with MOCBPL.
21. Severance:
 

In case anyone or more of the provisions contained in the voluntary clauses becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
22. Indemnification: The Client and the Authorised Person shall indemnify and shall always keep indemnified MOCBPL harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to MOCBPL directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-Laws) of commodities and / or as a result of fake / forged / stolen Commodities / securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings / operations on the Commodity Exchange(s). The Client hereby agrees to indemnify MOCBPL and the Authorised Person against all claims including legal costs incurred to defend any claims made by the Client.
 

The Authorised Person hereby agrees to indemnify MOCBPL against all the claims including legal costs incurred to defend any claims made by the client of the Authorised Person.

The Authorised Person and the client agree that the provisions of indemnity in this agreement shall be applicable though such damages, loss, liabilities and/or expenses mentioned above may devolve subsequent to MOCBPL being declared a defaulter or suspended or expelled by the Exchange.
23. I/we hereby authorizes MOCBPL to send Trade confirmations, research calls, investment ideas etc. including all commercial communication even though I/we am/are registered or may register with National Do Not Call Registry established under the Telecom Unsolicited Commercial Communications Regulations, 2007 or registered or may register under the National Customer Preference Register established under new regulation viz the Telecom Commercial Communications Customer Preference Regulations, 2010.
24. All references to the specific quantity/rate/fee, if any, mentioned in this Annexure A are subject to change from time to time, as so agreed to in writing between the parties.
25. INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT (For all clients who have opted above mentioned facilities )

- A. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- B. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- C. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
- D. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- E. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member.
- F. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- G. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- H. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
- I. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
- J. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.
26. My/ Our Educational qualification is as below :
- Under Graduate       Graduate       Post Graduate       Professional : \_\_\_\_\_

Signed for and on behalf of		Trading Member	Client	Authorised Person
Signature		For Motilal Oswal Commodities Broker Pvt. Ltd.  Authorised Signatory	9/14	(Authorised Signatory)
Name of Authorised Signatory				
Title / Designation				
Name				
Witness	Signature		W4	W5
	Name			

Place: \_\_\_\_\_ Date: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Note :** All references to the specific quantity/rate/fee, if any, mentioned herein above are subject to change from time to time, as so agreed to in writing between the parties.

### 1. Refusal of orders for Commodity Derivatives

The client is aware and agrees that the Commodity broker may refuse or restrict a client in placing the order in certain commodities depending on various conditions like volume / value / part of illiquid commodities although a client may have credit balance or sufficient margin in the trading account. However, Commodity broker under exceptional circumstances may execute client's order. The Commodity broker has the discretion to reject execution of such orders based on its risk perception.

### 2. Setting Up client's Exposure Limit

The client is aware and agrees that the Commodity broker may set the Exposure limits on the basis of available base capital which may comprise of Ledger and collaterals (after suitable margin haircut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. Client agrees that said limit parameters is a dynamic process that is allowed at the discretion of the Commodity broker based on the market conditions and their risk perception about the market. However on exceptional situations broker may use its own discretion in providing the limits and may change for a client or for all depending on market condition.

### 3. Applicable Brokerage Rate

- a) The Commodity broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below –
  - Delivery based – The maximum brokerage rate for the time being shall be 2 % (plus expenses) in case of transactions resulting into delivery.
  - Non-delivery based – The maximum brokerage rate for the time being shall be 1 % in case of non-delivery transactions.
- b) The Commodity broker may charge different Brokerage for Deliverable and Intraday transactions.
- c) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the Commodity broker. Acceptance / rejection of such request is at the discretion of Commodity broker.
- d) Other Levies, charges, service tax e.t.c. will be charged on Brokerage as per the Rules prescribed by the Government / Regulatory Agencies. All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

### 4. Imposition of penalty / delayed payment charges:

- The client is required to pay all amounts due to the Commodity broker on its due date. The amount due to broker shall include all type of Margin and Pay-in obligation or on account of any other reason.
- In case the client does not pay the amount due on time, the Commodity broker shall charge delayed payment charges up to the rate of 2% per month on the daily outstanding value or at such rates as may be determined from time to time by the Commodity broker. In case of Commodity market, interest will be charged from the time it become due till the time obligation is cleared by the client. The objective of charging such a charge is to force a client to clear their dues on a timely basis.
- The client agrees that the Commodity broker may impose fines/penalties for any orders / trades of the client which are contrary to this agreement / rules / regulations of the Exchange. Further, under the instances where the Commodity broker has been penalized from any Authority on account of / as a consequence of orders /trades of the client, the same shall be borne by the client.

### 5. The right to sell client's commodity derivative position or close client's positions, without giving notice to the client, on account of non – payment of client's dues :-

The Client shall provide timely funds/Securities /commodities for the purchase/sale of commodities to the Broker for meeting his obligation to the Exchange. In case of client falling short of providing fund/commodities the Commodity broker has the right to close the positions. The Commodity Broker has the right to sell client's securities or close clients position with or without giving prior notice to client on account of non payment of dues to the extent of Ledger debit and/or to the extent of Margin obligation. The broker can liquidate the securities bought or collaterals given or any other Commodities given in any other form for clearing the clients obligation.

### 6. Shortages in Obligation Arising out Of Internal Netting of Trades

The internal close out policy for handling internal shortages in Commodities is in line with the exchange policy for handling shortages at exchange level. Apart from this the seller will be additionally debited by 0.50% penalty. Thus, the buyer will get the credit of the shortage based on the calculation given by exchanges and the Seller will be debited by the same amount + 0.50% penalty. Any changes in this policy will be updated on Motilal Oswal website from time to time.

### 7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client :-

In case overall position in derivatives contracts has reached the Regulators prescribed Exchange limit / Market Wide Open Interest limit, then client may not be allowed to take further position, till such time Regulator prescribed limits comes down to create a new position. Further, the Commodity broker may close the existing position of a client to the extent of Debit balances to release the Margin from the Exchange. In case if the Commodity broker has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

### 8. Temporary Suspension/Closure of Accounts

- The client may request the Commodity broker for temporary suspension/closure of his trading account by sending a written request to Branch. This request will be in turn sent by Branch to Head Office for further processing where after verification of the client details, the trading account of the client will be suspended.
- The client would be required to clear all his dues / settlement of obligations before his account is temporarily suspended. The client may also be required to fulfill other conditions, on a case to case basis.
- The Commodity broker can withhold the payouts of client and suspend/close his trading account due to any internal / regulatory action.
- Upon Suspension/closure of trading account an intimation will be sent to the client within 15 days of suspension.

### 9. Deregistering a client

In addition to what the client has agreed in the agreement, the Commodity broker may terminate a client with immediate effect, but not limited to the following reasons -

- If the client is debarred by SEBI/ FMC or any other regulatory authority
- As a part of surveillance measure, if a client appears to be indulging in manipulative practices.
- Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt.
- If the client violates any of the terms of the agreement.

**10. Treatment of Inactive Clients**

MOCBPL identifies such client codes / trading accounts that are inoperative for a minimum period of preceding 12 months. Accordingly, such trading accounts are made inactive in the Trading System and an email/letter/SMS or by way of any other mode the client is informed about the status of his trading account maintained with us. Further, if the client has any dues/ obligation to MOCBPL, then any Commodities/securities bought or collaterals given or any other securities/commodities. Given by the client in any other form for clearing his obligation; will be adjusted and the balance would be returned to the client.

- For re-activation of such trading account, the client shall be required to make a request to re-open the account and submit all necessary information with regard to updation of his / their KYC requirement. MOCBPL upon verifying at its end may activate client's trading code in the Trading System and an email/letter/SMS or by way of any other mode the client is informed about the status of his trading account. Upon re-activation the stock broker may execute the order on behalf of its client. Also, after reactivation, transactions on the basis of certain parameters are confirmed over telephone with clients, if such transactions are executed after a gap of such period of 12 months.

11. The Client is informed that Motilal Oswal Commodities Broker Private Limited do carry Proprietary trading.
12. Client acceptance of policies and procedures mentioned here in above –I /We have fully understood and agree to sign the same. Above policies and procedures may be amended / changed unilaterally by the stock broker provided the same is intimated via email / writing or reflected in the clients login.

Client Signature	<b>10/14</b>
Client Name	

## Voluntary Document

**CONSENT TO MAINTAIN ACCOUNTS ON RUNNING ACCOUNT BASIS**

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

To,

**Motilal Oswal Commodities Broker Private Limited**Palm Spring Centre, 2nd Floor, Palm Court Complex,  
New Link Road, Malad (West), Mumbai - 400 064.

Dear Sir,

I/We, am/are registered with you as a client for execution of trades from time to time in commodity and/or derivative segment of Multi Commodity Exchange of India Limited. (MCX) and /or National Commodity & Derivative Exchange Limited. (NCDEX) (hereinafter called as "the Exchanges").

For the purpose of operational convenience, I/we hereby give my/our consent to maintain my/our account both for the funds and securities, on running account basis. I understand that consequent to your execution of my/our secondary market trades, I/we have either to pay/receive funds and/or securities depending upon my / our securities transactions. In the event I/we have to receive funds/securities from you on declaration of pay-out of funds or securities by the Stock Exchanges, I/we hereby authorize you to retain the funds and/or securities, as the case may be, with you as margin towards my/our ongoing secondary market transactions from time to time in commodity and/or derivative segment of Multi Commodity Exchange of India Limited. (MCX) and /or National Commodity & Derivative Exchange Limited. (NCDEX).

Further, I / We authorise you to deposit any and all the securities kept as collateral by me / us, from time to time, with Commodity Derivatives Exchange i.e. MCX and NCDEX and/or their Clearing Corporation/Clearing House towards margin, as permitted from time to time.

Kindly further note that I am entitled to revoke this authorization at any time, after sending the revocation letter at your registered office to enable you to make necessary changes to handle my account without running account authorization.

I / We further authorized you to retain securities and funds as may be permitted by Commodity Derivatives Exchange / SEBI from time to time while settling my/our account.

I/we authorize you to actually settle my account with you **once in a calendar month/ once in a calendar quarter** or such period as may be permitted by the Exchanges / Regulators from time to time. Further, I understand that, I/We can request for the release of pay-out any time after adjusting all dues towards MOCBPL.

Yours faithfully,

Client Signature	11/14
Client Name	



**Electronic Contract Note (ECN) – Declaration**

To,

**Motilal Oswal Commodities Broker Pvt. Ltd.****TM ID:** NCDEX: 00114, MCX: 29500Palm Spring Centre, 2nd Floor, Palm Court Complex,  
New Link Road, Malad (West), Mumbai - 400 064.

Dear Sir,

I, \_\_\_\_\_ a client with member M/s. Motilal Oswal Commodities Broker Pvt. Ltd of National Commodity & Derivatives Exchange Ltd. (NCDEX) and Multi Company Exchange of India Ltd. (MCX) Exchange undertake as follows:

- I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.
- I am aware that the Member has to provide electronic contract note for my convenience on my request only.
- Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
- I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
- My email id is\* \_\_\_\_\_. This has been created by me and not by someone else.
- I am aware that this declaration form should be in English or in any other language known to me.
- I am aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

The above declaration and the guidelines on ECN given in the Annexure have been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.

\*(The email id must be written in own handwriting of the client.)

Client Name:			
Unique Client Code:		PAN:	
Address:			
Signature of the client			
Date:		Place:	
Verification of the client signature done by			
Name of the designated officer of Motilal Oswal Commodities Broker Pvt. Ltd: _____			
Signature			

12/14



## FATCA DECLARATION

Do you satisfy any of the criteria mentioned below :

	Yes	No
a. Citizen of any country other than India (dual / multiple) [including Green card].		
b. Country of birth is any country other than India.		
c. Tax resident of ANY country / ies other than India.		
d. POA or a mandate holder who has an address outside India.		
e. Address or telephone number outside India		

If your answer to any of the above questions is a 'YES', please fill "FATCA DECLARATION " given under the link [www.motilaloswal.com](http://www.motilaloswal.com)>>>**Download / BizOps** and submit signed FATCA Declaration to Head Office.

Subject to applicable Laws, I / We hereby give consent to share my information with domestic / overseas regulators or tax authorities wherever necessary.

I/We hereby declare and confirm that the details given above are true and correct.

Further I /We would like to state that in future if there is any change in my/our tax status (i.e if I / we become tax resident of any other country other than India) then the same will be informed to Motilal Oswal Commodities Broker Pvt. Ltd (MOCBPL) and below FATCA Declaration will be submitted to you immediately.

Client's Signature	<b>13/14</b>
Client Name	

## Voluntary Document

## Family Declaration – Email/ Mobile Updation in Family Codes

To,  
**Motilal Oswal Commodities Broker Private Limited**  
 Palm Spring Centre, 2nd Floor, Palm Court Complex,  
 New Link Road, Malad (West), Mumbai - 400 064.





Date:

Dear Sir/Madam,

**Subject : i) Details of mobile number and email-id.****ii) Family Declaration**





I) I and my family members hereby request that mobile number and email id , same as mentioned on KRA Page belonging to us shall be considered in your records for the purpose of receiving communication from you or Commodity/Derivatives/Stock Exchanges/ Depositories with regard to details of trading transactions executed through you.

Thus, any communication relating to our trading and demat account should be sent to the above mentioned mobile number and e-mail id. This facility shall be provided to us as an exception, for our convenience of receiving transaction details at a single mobile number and e-mail id. I understand that for the purpose of availing the above facility **“family” means self, spouse, dependent children and dependent parents.** (As per the SEBI Guidelines)

Sr. No.	Client Name	Client ID / DP ID	Relationship with Undersigned	Signature
i.				
ii.				
iii.				
iv.				

( If family members are more than four, kindly provide details in separate sheet.)

ii) Further, I hereby disclose that the following are my family members having an account with Motilal Oswal Commodities Broker Pvt. Ltd. Details of their name together with their client code is provided hereunder:

Sr. No.	Client Name	Client ID / DP ID	Relationship with Undersigned	Signature
i.				
ii.				
iii.				
iv.				

( If family members are more than four, kindly provide details in separate sheet.)

The above details shall be deemed valid till any change is requested under the modification process.

Client Code	Name	Signature
		<b>14/14</b>

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

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client:

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**1. A) Client Interviewed by****B) In person verification done by****2. Document Verified with original**

- (Original Verified) True Copy of documents received
- (Self - Attested) Self Certified documents copies received

Name of the Organization	<i>PLEASE AFFIX RUBBER STAMP &amp; SIGN</i>
MCX/NCDEX/NCDEX Spot Registration Number	
Person name doing IPV / docs / PAN verification	
Designation / Employee Code	
Date of IPV / Document Verification	
Date of PAN Verification with IT Site	
Signature of the Person	

I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

**For Motilal Oswal Commodities  
Broker Pvt. Ltd.**

**Authorised Signatory**

**Date** \_\_\_\_\_

Intentionally left blank



DECLARATION

Client Code : \_\_\_\_\_

To,  
Motilal Oswal Commodities Broker Private Limited  
2<sup>nd</sup> Floor, Palm Spring Centre, Palm Court Complex,  
New Link Road, Malad (West), Mumbai - 400 064

I/ We hereby acknowledge the receipt of a copy of executed Client Registration Form including KYC details, Tariff sheet, Standard Documents (i.e. Rights & Obligation Document, Risk Disclosure Document, Guidance Note- Do's and Don'ts.)

I/We aware that Standard Documents are made available on Company Website i.e. [www.motilaloswal.com](http://www.motilaloswal.com)

Client's Signature	
Client Name	

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

Date: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

