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## 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	
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			

## ACCOUNT OPENING FORM



## 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: INP00000670; 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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- User defined group can be created for selected stocks
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Call: 022-30801633 / 022-33124956 / 9819320653 | Email: tradeguide@motilaloswal.com



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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: INP00000670; 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 FMC &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.	1 - 18
		B. Document captures the additional information about the constituent relevant to trading account.	
2.	Tariff sheet	Document detailing the rate / amount of brokerage and other charges levied on the client for trading on the commodity exchange(s).	13
<b>STANDARD DOCUMENTS</b>			
3.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	32 - 34
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.	35 - 41
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.	42 - 43
<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.	21 - 22
7.	Voluntary Clauses (Terms & conditions) - Annexure A	Additional clauses other than specified by FMC to facilitate transactions of Client.	23 - 26
8.	Policies and Procedures	Document describing significant policies and procedures of the commodities broker.	27 - 28
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.	29
10.	Consent for Electronic Contract Note	Consent for Electronic Contract Note	30
11.	Voluntary Document	Risk Profile Questionnaire	19 - 20
		Family Declaration - Email / Mobile Updation in Family Codes	31

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.motilaloswal.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.motilaloswal.com
Name of compliance officer	Mr. Pravin Kumar Sinha Ph: +91-22-30801000 Email Id: sc@motilaloswal.com
Name of COO	Mr. Ajay Menon Ph: +91-22-30801000 Email Id: am@motilaloswal.com

For any grievance/dispute please contact Member (Motilal Oswal Commodities Broker Private Limited) at the above address or email Id commoditygrievances@motilaloswal.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

- 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 FMC 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 Idl 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 <ul style="list-style-type: none"> <li>Account holder Name</li> <li>Bank Account No</li> <li>Bank Account Type [Savings/Current]</li> </ul> </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</li> <li>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&gt;download</b> 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> <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**

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

Please fill in **ENGLISH** and in **BLOCK LETTERS**

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

1. **Name of Applicant** (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name).

--	--	--	--	--	--	--	--

2. **Date of Incorporation** [ d | d | / | m | m | / | y | y | y | y | ]

Place of Incorporation

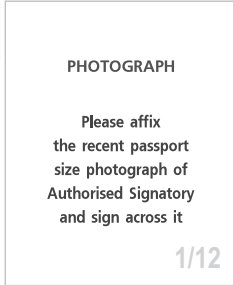
--	--	--	--	--	--	--	--	--	--	--	--

3. **Registration No. (e.g. CIN)** [ | | | | | ]

Date of commencement of business [ d | d | / | m | m | / | y | y | y | y | ]

4. **Status** Please tick ()  Private Ltd. Co.  Public Ltd. Co.  Body Corporate  Partnership  Trust / Charities / NGOs  
 FI  FII  HUF  AOP  Bank  Government Body  Non-Government Organisation  
 Defence Establishment  Body of Individuals  Society  LLP  FPI-I  FPI-II  FPI-III  Others (Please specify)

5. **Permanent Account Number (PAN) (MANDATORY)** [ | | | | | ] Please enclose a duly attested copy of your PAN Card



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

1. **Address for Correspondence**

Landmark	
City / Town / Village	Postal 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.**  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Bank Account Statement  Registered Lease / Sale Agreement of Office Premises  
 Any other proof of address document (as listed overleaf).(Please specify)

\*Not more than 3 Months old. **Validity/Expiry date of proof of address submitted** [ d | d | / | m | m | / | y | y | y | y | ]

4. **Registered Address (if different from above)**

Landmark	
City / Town / Village	Postal 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.**  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Bank Account Statement  Registered Lease / Sale Agreement of Office Premises  
 Any other proof of address document (as listed overleaf).(Please specify)

\*Not more than 3 Months old. **Validity/Expiry date of proof of address submitted** [ d | d | / | m | m | / | y | y | y | y | ]

**C. Other Details (please see guidelines overleaf)**

1. **Name, PAN, DIN/Aadhaar Number, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors**  
 (Please use the Annexure to fill in the details)

2. **Any other information:**

**DECLARATION**

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 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: [ | | / | | | / | | | | ]

**NAME & SIGNATURE(S)  
OF AUTHORISED  
PERSON(S)**


**FOR OFFICE USE ONLY**

IPV Done  on [ d | d | / | m | m | / | y | y | y | y | ]

- 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/PIO Card/OC 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.
10. For opening an account with Depository participant or Mutual Fund, for a minor or 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, FVCI, 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.

**F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year)</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation</li> <li>• Copy of the Board Resolution for investment in securities market</li> <li>• Authorised signatories list with specimen signatures</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Certificate of registration (for registered partnership firms only)</li> <li>• Copy of partnership deed</li> <li>• Authorised signatories list with specimen signatures</li> <li>• Photograph, POI, POA, PAN of Partners</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Certificate of registration (for registered trust only). Copy of Trust deed</li> <li>• List of trustees certified by managing trustees/CA</li> <li>• Photograph, POI, POA, PAN of Trustees</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF</li> <li>• Deed of declaration of HUF/List of coparceners</li> <li>• Bank pass-book/bank statement in the name of HUF</li> <li>• Photograph, POI, POA, PAN of Karta</li> </ul>
<b>Unincorporated Association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Army/Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act</li> <li>• List of Managing Committee members</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary</li> </ul>

Please Submit the KYC Documents on A4 Size Paper Only.



## Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant \_\_\_\_\_ PAN of the Applicant \_\_\_\_\_

Sr. No.	PAN	Name of the Authorized signatories /Promoters /Partners /Karta/ Trustees /Whole Time Directors	DIN (For Directors)	UID	Residential / Registered Address	Relation with the holder (i.e. promoters, whole time directors etc.)	Please tick the relevant option.*	Photograph
							<input type="checkbox"/> PEP <input type="checkbox"/> RPEP	
							<input type="checkbox"/> PEP <input type="checkbox"/> RPEP	
							<input type="checkbox"/> PEP <input type="checkbox"/> RPEP	
							<input type="checkbox"/> PEP <input type="checkbox"/> RPEP	
							<input type="checkbox"/> PEP <input type="checkbox"/> RPEP	

\*Please tick if any of the authorized signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors is either Politically Exposed Person (PEP) or Related to Politically Exposed Person (RPEP) .? Please provide details as per Annexure 2.2 A.

Name & Signature of the Authorised Signatory(ies)      Date    /    /



**PEP:** Politically Exposed Person      **RPEP:** Related to Politically Exposed Person

**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)

Prefix  First Name  Middle Name  Last Name

Name\* (Same as ID proof)

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			
	2/12		

**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. 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.

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in commodity market.</li> <li>• Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures.</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of Trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF &amp; List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary</li> </ul>

**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

**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**



**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.

**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

**Joint Applicant Details**

**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

**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**



**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.



**OTHER DETAILS**

Gross Annual Income Details <b>And</b> Net-worth as on (date)	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 <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"/> 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	MCX	NCDEX
Date of Consent for trading on concerned Exchange		
Signature of the Client	<b>3/12</b>	<b>4/12</b>

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 <span style="margin-left: 50px;">Email id same as mentioned on KRA Page</span>
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											
Client Code					Exchange						
Exchange Registration No.											
Concerned Member's Name with whom the AP is registered											
Registered office Address											
Contact Details : Website					Email ID						
Phone No.					Fax No.						
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                      N A M E                      M I D D L E   N A M E										
Address											
									PIN Code		
Signature of the Introducer									Phone No.		

**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					UCC						
Name	Details of the corporate/partnership firm/trust, etc where client is affiliated										
Relationship					UCC						
Nature of Business					Entity Type						
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			

**DECLARATION**

- 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.
- I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
- 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	5/12
Client Name	

**Note:** "In case of Partnership or Unregistered trust account do not affix firm stamp"

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

**DECLARATION BY PARTNERSHIP FIRM / UNREGISTERED TRUST**

Please refer to the trading account opened in the above name with Motilal Oswal Commodities Broker Pvt. Ltd.

We acknowledge that a beneficiary account (DP Account) cannot be opened with a Depository Participant in the name and style of a partnership firm / unregistered trust as per regulations. In order to facilitate the smooth operations of the above trading account for the purpose of completing the share transfer obligations, pursuant to the trading operations, we hereby authorise Motilal Oswal Commodities Broker Pvt. Ltd. to recognize the beneficiary account no \_\_\_\_\_ with Motilal Oswal Securities Limited (depository) having opened in the name of joint holders mentioned above who are the partners / trustees of the firm for the settlement of the obligations in relation for securities for trades done on Exchanges.

Further we acknowledge that we being partners of the above mentioned firm are responsible for the liabilities thereof. We shall advise you in writing for any change that take place in the constitution of the firm at any time in future.

Signature & Stamp	<b>P/1</b>		
Name	1 <sup>st</sup> holder	2 <sup>nd</sup> holder	3 <sup>rd</sup> holder
Place	<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"/>		
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

**ONLY FOR HUF (DP Account will be opened in the name of HUF)**

**CERTIFIED TRUE COPY** of the following documents are required to be submitted, duly signed by **KARTA**

- Income Tax Returns** of HUF for the past 2 years. In case of Newly Formed HUE, provide Networth Certificate duly signed by C.A.
- Bank Passbook / Bank Statement of HUF for last 2 months.

**DETAILS OF KARTA**

Name	F I R S T	M I D D L E	L A S T
PAN	UID		
Date of Birth			
Proof of Identity submitted	<input type="checkbox"/> PAN Card		
Residential Address			
City/town/village			Pin Code
State			Country
Contact Details: E-mail Id			
Tel. (Off.)			Tel. (Res.)
Fax			Mobile No.
Proof of Residential address submitted	<input type="checkbox"/> Bank Statement#	<input type="checkbox"/> Bank Passbook##	<input type="checkbox"/> Driving Licence* <input type="checkbox"/> Passport*
	<input type="checkbox"/> Electricity Bill**	<input type="checkbox"/> Telephone Bill**	<input type="checkbox"/> Ration Card <input type="checkbox"/> Voter Id

**DEED OF DECLARATION OF HUF (DECLARATION BY KARTA)**

Details of our HUF and list of all its members / co-parceners are stated below:

Sr. No.	Name of HUF Member	Date of Birth	Relationship with Karta
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

(If there are more than 10 members, please provide details of all member on a separate letterhead of HUF, duly certified by KARTA, along with rubber stamp of HUF)

Client Signature & Stamp	H/1
Name of Karta	

Place

Date

**Photo of KARTA**

**Passport Size Photograph Only**

**H/2**

(Please sign across the photograph & affix Rubber Stamp)

**ONLY FOR PARTNERSHIP FIRM / UNREGISTERED TRUST (DP Account will be opened in the name of any 3 Partners)**

**CERTIFIED TRUE COPY** of the following documents are required to be submitted, duly signed by **AUTHORISED PARTNERS/TRUSTEES** of the Firm along with Rubber Stamp of Firm.

1. **Registered Partnership Deed / Unregistered Trust** (containing the clause that the entity can trade in shares & securities)
2. **Certificate of Registration** with Registrar of Firms
3. **Audited Balance Sheet** for last 2 financial years. In case of Newly Formed Firm, provide Networth Certificate duly signed by C.A.
4. **List of all Partners / Trustees** (on the letterhead of the Firm in the format mentioned below).

Name	PAN	Residential Address	Photograph

\*Please provide Self Certified copy of the **PAN CARD & ADDRESS PROOF** of all the Partners / Trustees

5. **List of all Authorised Signatories** (on the Letterhead of the Firm in the format mentioned below).

6. In case any of the partners whose share (either of profits or capital) is more than 15% is a body corporate or another artificial person, then the list of ultimate shareholders of the body corporate or the sponsors of the trust etc. along with their PAN \* \$
7. List of beneficiaries of the unregistered trust along with their share of benefits in the trust
8. ➤ In case any of the beneficiaries whose share (either of profits or corpus of the trust) is more than 15% is a body corporate or another artificial person, then the list of ultimate shareholders of the body corporate or the sponsors of the trust etc. along with their PAN.  
➤ In case all Partners/Beneficiaries of Partnership Firm/LLP/Trust are individuals than no CA certificate is required. The list of beneficial owner shall be given in below format by the Partnership Firm/LLP/Trust on its letter head duly certified by Managing Partners\*\$
9. CA certificate to be provided for identification of Beneficial Owners

**FORMAT FOR CA CERTIFICATE**

From information/documents submitted it holds out that the below mentioned persons are Beneficially Owning or Controlling the Commodity Account of \_\_\_\_\_ (name of client)

Sr. No.	Name	Address	PEP / RPEP		PAN of Beneficial Owner
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

\*\$: All the information has to be provided on the letterhead of the partnership firm/ LLP/ trust and duly signed by the managing partners

\$: The client agrees to notify MOCBPL of any significant change in the above information immediately. In case the revised information is not provided to MOCBPL, MOCBPL reserves the right to suspend operations in the account, till such updated information is made available to MOCBPL.

To,  
**Motilal Oswal Commodities Broker Pvt. Ltd.**

Dear Sir,

The following partners / trustees are authorised to give instructions to sell, purchase, transfer, endorse, negotiate and / or otherwise deal in commodities, given on behalf of the firm.

The Details and Specimen Signatures of authorised partners / trustees are given below:

Name of Authorised Signatories	Designation	PAN	UID	Residential Address	Specimen Signature	Photograph signed across

\*Please provide Self Certified copy of the **PAN CARD & ADDRESS PROOF** of all the Authorised Signatories

Please note that for Partnership Firm / Unregistered Trust the details of Partners / Trustees should be given in KYC forms enclosed here with.

**ONLY FOR BODY CORPORATE (DP Account will be opened in the name of Body Corporate)**

**CERTIFIED TRUE COPY of the following documents are required to be submitted, duly signed by AUTHORISED SIGNATORIES / CHAIRMAN of the Company along with Rubber Stamp of the Company**

**1. Certificate of Incorporation and Memorandum & Articles of Association**

(If the Registered office address is different from that mentioned in the Memorandum of Association, provide ROC acknowledged copy of Form 18)

**2. Audited Balance Sheet** for last 2 financial years. In case of Newly Formed Company, provide Networth Certificate duly signed by C. A.

**3. Latest Share-holding pattern of the Company** Including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, (on the letterhead of the company) duly certified by the company secretary / Whole time director / Managing Director (to be submitted every year).

	No. of Shares	% Holding
Promoters		
FII		
DII		
Public		
Other		
Total		

**4. Board Resolution for Authorised Signatories** (on the letterhead of the company in the format mentioned below)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ AT THEIR MEETING HELD ON \_\_\_\_\_ AT \_\_\_\_\_ (address)

RESOLVED THAT the Company is authorised to invest in commodities market.

RESOLVED THAT the Company be registered as a client and open a Trading Account with Motilal Oswal Commodities Broker Private Limited (MOCBPL) Member of the National Commodity & Derivatives Exchange Limited (NCDEX), Multi Commodity Exchange of India (MCX);

RESOLVED THAT the Company be registered as a client and open a Demat Account with Motilal Oswal Securities Limited (MOSL) and a Depository Participant with National Securities Depositories Ltd. (NSDL) and Central Depository Service (India) Ltd. (CDSL);

for the purpose of dealing in commodity and commodity derivatives on the above mentioned exchanges.

RESOLVED FURTHER THAT Motilal Oswal Commodities Broker Private Limited be and is hereby authorised to honor instruction given on the behalf of the Company by any of the of the under noted Authorised Signatories who is / are authorised to sell, purchase, Transfer, endorse, negotiate documents and / or otherwise deal in commodity and commodity derivatives through

Name of Authorised Signatories	Designation	PAN	UID	Residential Address	SpecimenSignature	Photograph signed across

RESOLVED FURTHER THAT the above signatories are hereby authorised to sign, execute and submit such applications, undertakings, agreements, DP instructions and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

RESOLVED FURTHER THAT, the common seal of the Company be affixed, wherever necessary, in the presence of any directors or of any one Director and Company Secretary, who shall sign the same in the token of their presence.

Signature & Stamp of the Company

C/1

\*Please provide Self Certified copy of the **PAN CARD and ADDRESS PROOF** of all Authorised Signatories.

**5. Details of Whole Time Directors or two directors in charge of day to day operations** (on the letterhead of the company in the format mentioned below).

Name	DIN	PAN	UID	Residential Address	Photograph

\*Please provide Self Certified Copy of **PAN CARD and ADDRESS PROOF** of whole time directors / two directors.

**6. Details of individual Promoters Holding Control - Either Directly or Indirectly** (on the letterhead of the company in the format mentioned below).

Name	DIN	PAN	UID	Residential Address	Photograph

\*Please provide Self Certified Copy of **PAN CARD and ADDRESS PROOF** of individual promoters holding control - either directly or indirectly.

**7. In case of an unlisted company, please provide the following information as of the date of account opening;**

- List of all directors of the Company and a copy of their PAN clearly identifying the executive and non-executive directors\* \$ (Please provide Self Certified Copy of PAN CARD and ADDRESS PROOF of executive/ whole-time directors). \_
- In case more than 25% of the share capital is held by one or more bodies corporate or other such artificial persons, then the list of shareholders of the ultimate holding company/ entity \* \$

In case the combined shares held by related persons or persons acting in concert is more than 25%, please provide details of each shareholder along with their PAN \* \$

- In case all shareholders of the company are individual shareholders than no CA certificate is required. The list of beneficial owner shall be given in below format by the company on its letter head duly certified by company secretary / whole time director / Managing Director\* \$

**8. CA certificate to be provided for identification of Beneficial Owners****FORMAT FOR CA CERTIFICATE**

From information/documents submitted it holds out that the below mentioned persons are Beneficially Owning or Controlling the Commodity Account of \_\_\_\_\_ (name of client)

Sr. No.	Name	Address	PEP / RPEP		PAN of Beneficial Owner
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

\*: All the information has to be provided on the letterhead of the partnership firm/ LLP/ trust and duly signed by the managing partners

\$: The client agrees to notify MOCBPL of any significant change in the above information immediately. In case the revised information is not provided to MOCBPL, MOCBPL reserves the right to suspend operations in the account, till such updated information is made available to MOCBPL.

**ONLY FOR REGISTERED TRUST / SOCIETY (DP Account will be opened in the name of Trust / Society)**

**CERTIFIED TRUE COPY of the following documents are required to be submitted, duly signed by AUTHORISED SIGNATORIES of the Trust / Society along with Rubber Stamp of Trust / Society**

- 1. Trust Deed / Society Rules & Bye Lows**, certified by managing trustees/specimen signatures.
- Certificate of Registration under The Indian Trust Act, 1982 or Societies Registration Act, 1860.
- Audited Balance Sheet** for last 2 financial years. In case of Newly Formed Trust / Society, provide Networth Certificate duly signed by C.A.
- 4. List of all Trustees/Managing Committee Members** (on the letterhead of the Trust/Society in the format mentioned below).

Name	PAN	Residential Address	Specimen Signatures	Photogarp

\*Please provide the Self Certified Copy of the **PAN CARD and ADDRESS PROOF** of all Trustees/Managing Committee Members.

- 5. RESOLUTION FOR AUTHORISED SIGNATORIES** (on the letterhead of the Trust/Society in the format mentioned below).

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE TRUSTEES / MANAGING COMMITTEE OF \_\_\_\_\_ AT THEIR MEETING HELD ON \_\_\_\_\_ AT \_\_\_\_\_ (address)

RESOLVED THAT the Trust / Society is authorised to invest in commodities market.

RESOLVED THAT the Trust / Society be registered as a client and open a Trading Account with Motilal Oswal Commodities Broker Private Limited (MOCBPL) Member of the National Commodity & Derivatives Exchange Limited (NCDEX), Multi Commodity Exchange of India (MCX);

RESOLVED THAT the Trust / Society be registered as a client and open a Demat Account with Motilal Oswal Securities Limited (MOSL) and a Depository Participant with National Securities Depositories Ltd. (NSDL) and Central Depository Service (India) Ltd. (CDSL); for the purpose of dealing in commodity and commodity derivatives on the above mentioned exchanges.

RESOVLED FURTHER THAT Motilal Oswal Securities Limited be and is hereby authorised to honor instruction given on the behalf of the Trust / Society by any of the of the under noted Authorised Signatories who is / are authorised to sell, purchase, Transfer, endorse, negotiate documents and / or otherwise deal in securities and / or derivatives through

Name of Authorised Signatories	Designation	PAN	UID	Residential Address	SpecimenSignature	Photograph signed across

RESOLVED FURTHER THAT the above signatories are hereby authorised to sign, execute and submit such applications, undertakings, agreements, DP instructions and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

RESOVLED FURTHER THAT, the common seal Trust / Society be affixed, wherever necessary, in the presence of any Trustees / Chairman or Secretary, who shall sign the same in the token of their presence.

Signature & Stamp of the Trust/Society T/1

\*Please provide the Self Certified Copy of the **PAN CARD and ADDRESS PROOF** of all the Authorised Signatories.

- List of beneficiaries/ AoP shareholders of the trust/ AoP having more than 15% Beneficial Interest/Profit Share in the Trust. List of Beneficiaries not required in case of Charitable Trust. (Required for Registered & Unregistered Trust)
  - Incase all sponsors / beneficiaries / Shareholders of the Trust / Society are individuals than no CA certificate is required. The list of beneficial owner shall be given in below format by the Trust / Society on its letter head duly certified by Managing Official / Trustee\*\$
- 8. CA certificate to be provided for identification of Beneficial Owners**

**FORMAT FOR CA CERTIFICATE**

From information/documents submitted it holds out that the below mentioned persons are Beneficially Owning or Controlling the Commodity Account of \_\_\_\_\_ (name of client)

Sr. No.	Name	Address	PEP / RPEP		PAN of Beneficial Owner
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

\*: All the information has to be provided on the letterhead of the Trust/ AoP and duly signed by the managing official/ trustee

\$: The client agrees to notify MOCBPL of any significant change in the above information immediately. Incase the revised information is not provided to MOCBPL, MOCBPL reserves the right to suspend operations in the account, till such updated information is made available to MOCBPL.



## 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.

The Client's Signature/ Authorised Signatory	Partner/Director/ Authorised Signatory	Partner/Director/ Authorised Signatory	Partner/Director/ Authorised Signatory		
Signature	6/12			Signature of Authorised Signatory of MOCBPL/ Sub-broker/Authorised Person	
Name of the Authorised Signatory				Name of Authorised Signatory of MOCBPL/ Sub-broker/Authorised Person	

**(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. To instruct the Depository Participant to debit commodities to the said account and/or transfer securities from the said account to pool/collateral /margin/any other beneficiary account of MOCBPL to the extent of commodities sold through MOCBPL for pay in obligation as well as for margins towards any commodity Exchanges.
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.

\*Required Co-parcener's details in case of HUF account

*Co-parcener's Name	Sign of Co-parcener	Co-parcener's Name	Sign of Co-parcener
1		4	
2		5	
3		6	

Signed for and on behalf of	1st Holder	2nd Holder	3rd Holder	The Participant
Signature	7/12			For Motilal Oswal Securities Ltd.  Authorised Signatory
Name of Authorised Signatory				
Title / Designation				
Witness 1	Name & Address		Signature	W1
Witness 2	Name & Address		Signature	W2

**Note:** "In case of Partnership or Unregistered trust account do not affix firm stamp"

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.

## 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. **Acknowledgement for account opening charges and DP 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.

(v) 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.

(vi) Clients is informed that they shall not blindly follow any unfounded rumours, tips etc. and invest in securities after conducting appropriate analysis of respective companies.

#### 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/they 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.
  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 FMC & 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 FMC/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/FMC.
  - 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/FMC.
  - 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 <b>Motilal Oswal Commodities Broker Pvt. Ltd.</b>  Authorised Signatory	8/12	(Authorised Signatory)
Name of Authorised Signatory				
Title / Designation				
Name				
Witness	Signature		W3	W4
	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.

Client acceptance of policies and procedures mentioned hereinabove –

I/We have fully understood and agree to sign the same. Above policies and procedures may be amended / changed unilaterally by the Commodity broker provided the same is informed to me / us.

**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>9/12</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	<b>10/12</b>
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 :			
The Client's Signature/ Authorised Signatory	Partner/ Director/ Authorised Signatory	Partner/ Director/ Authorised Signatory	Partner/ Director/ Authorised Signatory
Signature			
Date:		Place:	
Verification of the client signature done by			
Name of the designated officer of Motilal Oswal Commodities Broker Pvt. Ltd: _____			
Signature			

11/12

## 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 Securities 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>12/12</b>

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

## RISK DISCLOSURE DOCUMENT

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account.

You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by FMC from time to time and circulars as may be

issued by the Exchange from time to time.

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade, you should be aware of or must get acquainted with the following:-

### 1. **Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.**

#### i. **Risk of Higher Volatility**

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in real losses.

#### ii. **Risk of Lower Liquidity**

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.
- b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

#### iii. **Risk of Wider Spreads**

- a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

#### iv. **Risk-reducing orders**

- a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders,

which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.

- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### v. Risk of News Announcements

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

#### vi. Risk of Rumours

- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

#### vii. System Risk

- a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.
- c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

#### viii. System/ Network Congestion

- a. Trading on the Exchange is in electronic mode, based on satellite/ leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

## 2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-

### Effect of "Leverage" or "Gearing":

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

**4. General**

**i. Deposited cash and property:**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

**ii. Commission and other charges:**

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

**iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3**

**iv.** The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

**v.** The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.



**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**

as prescribed by FMC and Commodity Exchanges

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. **Requirements of professional diligence**
  - a. **The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.**
  - b. **"professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with**
    - i. **honest market practice;**
    - ii. **the principle of good faith;**
    - iii. **the level of knowledge, experience and expertise of the Client;**
    - iv. **the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and**
    - v. **the extent of dependence of the Client on the Member.**

**\*Commodity derivative contract**

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.

**11.A. Protection from unfair terms in financial contracts\*\***

- a. **An unfair term of a non-negotiated contract will be void.**
- b. **A term is unfair if it –**
  - i. **causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and**
  - ii. **is not reasonably necessary to protect the legitimate interests of the Member.**
- c. **The factors to be taken into account while determining whether a term is unfair, include –**
  - i. **the nature of the financial product or financial service dealt with under the financial contract;**
  - ii. **the extent of transparency of the term;**

**\*\*contracts offered by commodity exchanges**

- iii. **the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and**
- iv. **the financial contract as a whole and the terms of any other contract on which it is dependent.**
- d. **A term is transparent if it –**

- i. is expressed in reasonably plain language that is likely to be understood by the Client;
  - ii. is legible and presented clearly; and
  - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

**11. B.**

- a. **“Non-negotiated contract”** means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
  - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
  - ii. a standard form contract.
- b. **“Standard form contract”** means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a nonnegotiated contract if so indicated by –
  - i. an overall and substantial assessment of the financial contract; and
  - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

**11. C.**

- a. The above does not apply to a term of a financial contract if it –
  - i. defines the subject matter of the financial contract;
  - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
  - iii. is required, or expressly permitted, under any law or regulations.
- b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.

12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

**13. A. Protection of personal information and confidentiality**

- a. **“Personal information”** means any information that relates to a Client or allows a Client’s identity to be inferred, directly or indirectly, and includes –
  - i. name and contact information;
  - ii. biometric information, in case of individuals
  - iii. information relating to transactions in, or holdings of, financial products
  - iv. information relating to the use of financial services; or
  - v. such other information as may be specified.

**13. B.**

- a. A Member must –
  - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
  - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
  - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
  - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and

- v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

**b. A Member may disclose personal information relating to a Client to a third party only if –**

- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
- ii. the Client has directed the disclosure to be made;
- iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
  - 1. informs the Client in advance that the personal information may be shared with a third party; and
  - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-

**c. “Third party” means any person other than the concerned Member, including a person belonging to the same group as the Member.**

**14. A Requirement of fair disclosure both initially and on continuing basis**

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. In order to constitute fair disclosure, the information must be provided –
  - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
  - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
  - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
  - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - iii. existence, exclusion or effect of any term in the financial product or financial contract;
  - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
  - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
  - vi. rights of the Client to rescind a financial contract within a specified period; or
  - vii. rights of the Client under any law or regulations.

**14.B.**

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
  - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.
- b. A continuing disclosure must be made –
  - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

**MARGINS**

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

### **TRANSACTIONS AND SETTLEMENTS**

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

### **BROKERAGE**

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of FMC.

### **LIQUIDATION AND CLOSE OUT OF POSITION**

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

### **DISPUTE RESOLUTION**

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. **Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients**
  - a. **Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.**
  - b. **A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –**
    - i. **the Client's right to seek redress for any complaints; and**
    - ii. **the processes followed by the Member to receive and redress complaints from its Clients.**

**29.A. Suitability of advice for the Client**

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and services that necessarily require such advice to be given.

**a. A Member must –**

- i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
  - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.**
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –**
- i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
  - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

**30. Dealing with conflict of interest**

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client's interests.

**a. A member must –**

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
  - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
    1. its own interests and the interests of the Client; or
    2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.**
- c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.**

**TERMINATION OF RELATIONSHIP**

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

**ADDITIONAL RIGHTS AND OBLIGATIONS**

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract

notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
  37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.
  38. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
  39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
  40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
  41. **A. Protection from unfair conduct which includes misleading conduct & abusive conduct**
    - a. **Unfair conduct in relation to financial products or financial services is prohibited.**
    - b. **"Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –**
      - i. **misleading conduct under point 41.B**
      - ii. **abusive conduct under point 41.C**
      - iii. **such other conduct as may be specified.**
- 41.B.
- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
    - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
    - ii. providing accurate information to the Client in a manner that is deceptive.
  - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
    - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
    - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
    - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
    - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
    - vi. the rights of the Client under any law or regulations.
- 41.C.
- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
    - i. involves the use of coercion or undue influence; and
    - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
  - b. In determining whether a conduct uses coercion or undue influence, the following must be considered –
    - i. the timing, location, nature or persistence of the conduct;
    - ii. the use of threatening or abusive language or behaviour;
    - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
    - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –

- v. the right to terminate the financial contract;
- vi. the right to switch to another financial product or another Member and
- vii. a threat to take any action, depending on the circumstances in which the threat is made.

### **ELECTRONIC CONTRACT NOTES (ECN)**

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.
46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

### **LAW AND JURISDICTION**

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.
50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/FMC.
53. All additional voluntary/non mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the clients.
54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month in physical form.

**GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS****Do's**

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at the following link for MCX <http://www.mcxindia.com/SitePages/MembersDetails.aspx>, for NCDEX <http://www.ncdex.com/Membership/MemberDirectory.aspx> see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link for MCX <http://www.mcxindia.com/SitePages/TradeVerification.aspx>, and for NCDEX <http://www.ncdex.com/MarketData/VerifyTrade.aspx>.  
The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.



- d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned CommodityExchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.

#### **Don'ts**

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange
15. Don't issue cheques in the name of Authorized Person.

**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	<b>PLEASE AFFIX RUBBER STAMP &amp; SIGN</b>
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. [motilaloswal.com](http://motilaloswal.com)

Client's Signature	
Client Name	

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

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

