

## INTELLECT COMMODITIES PVT. LTD.

Member: MCX

<b>Registered Office</b>	232, Chittaranjan Avenue 7th Floor, Kolkata-700 006	<b>Compliance Officer</b>	RAM ISHWAR PANDEY Tel. : 91-98318 05555 E-mail : rpandey@intellectmoney.com
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<b>Investors' Grievances Redressal E-mail:</b>	info@intellectmoney.com	<b>CEO</b>	JAY PRAKASH DALMIA Tel. : 91-98311 88853 E-mail : adalmia@intellectmoney.com
<b>Website</b>	www.intellectmoney.com		

Members of Exchange	Member ID	SEBI Registration No.
Multi Commodity Exchange of India Ltd.	MCX -356470	INZ 000062032

For any grievance/dispute please contact **Intellect Commodities Pvt. Ltd.** at the above address or email id- info@intellectmoney.com and Phone no. 91-33-4052 9200

In case not satisfied with the response, please contact the concerned exchange(s)

<b>Exchange Investor Grievance Cell</b>	<b>MCX</b>	<b>grievance@mcxindia.com</b>	<b>+91-22-6731 8888, 6649 4000</b>
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Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>Mandatory Documents</b>			
1	Instruction	Details about the instructions for filling up the KYC Form.	<b>2-19</b>
2	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent and an instruction.	<b>20</b>
3	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s) (to be added by the member).	<b>21</b>
4	Agreement (Client-MCX)	Document detailing agreement between Client and MCX	
5	Authority Letter For Running Account Of Commodities	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	<b>22-23</b>
6	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	
7	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading).	<b>24-27</b>
8	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.	<b>28-30</b>

<b>Voluntary Documents as provided by Intellect Commodities Pvt. Ltd.</b>			
9	Adjustment In different segment		
10	UNDERTAKING		
11	Mandate to issue Contract Notes in digital format		
12	Consent from for receiving trade alerts through SMS and /or E-mail		
13	STANDING INSTRUCTIONS / AUTHORISATION LETTER		
14	FATCA & CRS Declaration		
15	Declaration Form of Ultimate Beneficial Ownership [UBO] / Controlling Persons		
16	Check List		

# PLEASE READ THE FOLLOWING INSTRUCTIONS

## Instructions for filling up and completing the account opening documents

Note : All fields are mandatory. Incomplete fields will not be accepted.

1. Please ensure that the form is properly filled up, attached with copies of the required documents and complete in all respects.
2. Pin code is compulsory in the address.
3. EACH CLIENT should use a separate registration form. If Members of a family wish to open accounts, each MEMBER should fill up a separate form. Accounts cannot be opened in joint names. Members of a family can also exercise the option to sign the enclosed letter of approval to be treated as one family account for the purpose of transactions.
4. Please produce original documents for verification at the time of submission of the form.

### List of Documents to be submitted :

#### A. INDIVIDUALS

1. Address Proof
2. Copy of Current Income Tax Return.
3. A passport size photograph.
4. Proof of the Bank Account.
5. **Photocopy of PAN card.**
6. NRI CLIENTS should furnish a copy of the NRE/NRO A/c with relevant Demat details for dealing in commodities.
7. Photocopies of any combination of documents to establish proof of personal identity, signature and address. To guide you on the documents which meet these requirements you can take the help of the exhibit below.

**Exhibit** showing valid documents for proof of personal identity, address and signature.

Documents (Ensure Clear Copies & Self attested)	Establishes Personal identity?	Establishes Address?	Establishes Signature
PAN card (front and back)	Yes	No	Yes
Driving Licence (name, address and photo pages)	Yes	Yes	Yes
Passport (copy of name, address and photo pages)	Yes	Yes	Yes
Voter's identity card (front and back)	Yes	Yes	No
Ration card	No	Yes	No
Bank passbook	No	Yes	No
Bank letter (as per format enclosed)	Yes	No	Yes
Credit card with Photo	Yes	No	Yes

#### B. ENTITIES OTHER THAN INDIVIDUALS

##### Sole Proprietorship

1. Same as for individuals, and
2. A declaration on the letterhead of the firm.

##### Partnership firms

1. Certified True copy of the partnership Deed.
2. Proof of personal identity, address and signature of authorised partner (refer exhibit above.)
3. Passport size photograph of the authorised partner.
4. A declaration on the letterhead of the firm.
5. Copy of most recent Income Tax Return filed.

##### Corporates

1. Certified true copy of Certificate of Incorporation and the Memorandum and Articles of Association.
2. Certified true copy of Annual Report for the last three years.
3. Certified true copy of a resolution passed by the Board of Directors (signed by company secretary/ Chairman or a director who is not named an authorised person)
4. Proof of address, personal identity and signatures of the persons named in and signing the resolution (refer exhibit above for valid documents in this regard)
5. Proof of Bank Account
6. Address Proof

**All the formats are available at our website : [www.intellectmoney.com](http://www.intellectmoney.com)**

Disclosure of proprietary trading pursuant to SEBI Circular No. SEBI/MRD/SE/Cir-42/dated, MCX Circular No. MCX/T&S/ on dated May, 17th, 2016

Intellect Commodities Pvt. Ltd. is also engaged in proprietary trading apart from Client based business

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



**Intellect Commodities Pvt. Ltd.**  
SEBI Regn. No. INZ 000062032



Please fill in ENGLISH and in BLOCK LETTERS

Application No. :

**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 NRI & Foreign Nationals)

5. PAN  Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: \_\_\_\_\_

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

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

**PHOTOGRAPH**  
**1a**  
Please affix the recent passport size photograph and sign across it

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

1. Address for Correspondence

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 <input type="text"/>																			

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

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  /  /



**Intellect Commodities Pvt. Ltd.**

Seal/Stamp of the intermediary Should contain

SEAL

Seal/Stamp of the intermediary Should contain

SEAL

(Originals Verified) Self Certified Document copies received  
 (Attested) True copies of documents received

## 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.

**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** Application Type\*  New  Update  
 (To be filled by financial institution) 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\*)   
 Father / Spouse Name\*  Mother Name\*   
 Date of Birth\*  DD -  MM -  YYYY  
 Gender\*  M- Male  F- Female  T-Transgender  
 Marital Status\*  Married  Unmarried  Others  
 Citizenship\*  IN- Indian  Others (ISO 3166 Country Code  )  
 Residential Status\*  Resident Individual  Non Resident Indian  
 Foreign National  Person of Indian Origin  
 Occupation Type\*  S-Service (  Private Sector  Public Sector  Government Sector )  
 O-Others (  Professional  Self Employed  Retired  
 B-Business  Housewife  Student  
 X- Not Categorized

**PHOTO**

Signature / Thumb Impression

**2. TICK IF APPLICABLE**  RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction B at the end)

ADDITIONAL DETAILS REQUIRED\* (Mandatory only if section 2 is ticked)  
 ISO 3166 Country Code of Jurisdiction of Residence\*   
 Tax Identification Number or equivalent (If issued by jurisdiction)\*   
 Place / City of Birth\*  ISO 3166 Country Code of Birth\*

**3. 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- Passport Number  Passport Expiry Date  DD -  MM -  YYYY  
 B- Voter ID Card   
 C- PAN Card   
 D- Driving Licence  Driving Licence Expiry Date  DD -  MM -  YYYY  
 E- UID (Aadhaar)   
 F- NREGA Job Card   
 Z- Others (any document notified by the central government)  Identification Number   
 S- Simplified Measures Account - Document Type code  Identification Number

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

**4.1 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\*  Passport  Driving Licence  UID (Aadhaar)  
 Voter Identity Card  NREGA Job Card  Others  please specify   
 Simplified Measures Account - Document Type code

**Address**

Line 1\*   
 Line 2   
 Line 3  City / Town / Village\*   
 District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**4.2 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')

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES\*** (Applicable if section 2 is ticked)

Same as Current / Permanent / Overseas Address details  Same as Correspondence / Local Address details

Line 1\*

Line 2

Line 3  City / Town / Village\*

State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

**5. CONTACT DETAILS** (All communications will be sent on provided)

T  -  Tel. (Res)  -  Mobile  -

FAX  -  Email ID

**6. DETAILS OF RELATED PERSON** (In case of additional related persons, please fill 'Annexure B1') (please refer instruction **G** at the end)

Addition of Related Person  Deletion of Related Person KYC Number of Related Person (if available\*)

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Prefix  First Name  Middle Name  Last Name

Name\*

(If KYC number and name are provided, below details of section 6 are optional) el. (Off)

**PROOF OF IDENTITY [PoI] OF RELATED PERSON\*** (Please see instruction **(H)** at the end)

A- Passport Number  Passport Expiry Date  -  -  -  -  -

B- Voter ID Card

C- PAN Card

D- Driving Licence  Driving Licence Expiry Date  -  -  -  -  -

E- UID (Aadhaar)

F- NREGA Job Card

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

S- Simplified Measures Account - Document Type code  Identification Number

**7. REMARKS (If any)** Mobile no. / Email-ID) (Please refer instruction **F** at the end)

**8. APPLICANT DECLARATION**

- I hereby declare that the details furnished above are true and correct to the best of my 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 aware that I may be held liable for it.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date :  -  -  -  -  -  Place :

[Signature / Thumb Impression]

~~2~~ Signature / Thumb Impression of Applicant

**9. ATTESTATION / FOR OFFICE USE ONLY**

**Documents Received**  Certified Copies

KYC VERIFICATION CARRIED OUT BY	INSTITUTION DETAILS
Date <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/>	Name <input type="text"/>
Emp. Name <input type="text"/>	Code <input type="text"/>
Emp. Code <input type="text"/>	<input type="text"/>
Emp. Designation <input type="text"/>	
Emp. Branch <input type="text"/>	
<input type="text"/>	[Institution Stamp]
[Employee Signature]	

## CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

### General Instructions:

- 1 Fields marked with '\*' are mandatory fields.
- 2 Tick '✓' wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

### A Clarification / Guidelines on filling 'Personal Details' section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either **father's name or spouse's** name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

### B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

### C Clarification / Guidelines on filling 'Proof of Identity [PoI]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

Document Code	Description
01	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

### D Clarification / Guidelines on filling 'Proof of Address [PoA] - Current / Permanent / Overseas Address details' section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

### E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill '**Annexure A1**'

### F Clarification / Guidelines on filling 'Contact details' section

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

### G Clarification / Guidelines on filling 'Related Person details' section

- 1 Provide KYC number of related person if available.

### H Clarification / Guidelines on filling 'Related Person details – Proof of Identity [PoI] of Related Person' section

- 1 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

## List of two – digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

## List of ISO 3166 two- digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GQ	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Mayotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SI
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	sz
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	NR	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Cuyana	CY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
Chile	CL	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of the	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Cote d'Ivoire / Côte d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion / Réunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Cuba	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curacao / Curaçao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy / Saint Barthélemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kitts and Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French part)	MF		



**Annexure A1**

**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual | Correspondence / Local Address**

**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.



<b>For office use only</b>	Application Type* <input type="checkbox"/> New <input type="checkbox"/> Update	
(To be filled by financial institution)	KYC Number	(Mandatory for KYC update request)

**1. CORRESPONDENCE / LOCAL ADDRESS DETAILS** (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**2. CONTACT DETAILS** (All communications will be sent on provided Mobile no./ Email-ID) (Please refer instruction F at the end)

Tel. (Off) <input type="text"/> - <input type="text"/>	Tel. (Res) <input type="text"/> - <input type="text"/>	Mobile <input type="text"/> - <input type="text"/>
FAX <input type="text"/> - <input type="text"/>	Email ID <input type="text"/>	

**3. APPLICANT DECLARATION**

- I hereby declare that the details furnished above are true and correct to the best of my 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 aware that I may be held liable for it.

Date :   -   -

Place :

[Signature / Thumb Impression]

---

Signature / Thumb Impression of Applicant

**Annexure B1**

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

**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 of the sections not required to be updated.



**For office use only**      Application Type\*     New     Update  
 (To be filled by financial institution)    KYC Number        (Mandatory for KYC update request)

**1. DETAILS OF RELATED PERSON** (Please refer instruction G at the end)

Addition of Related Person     Deletion of Related Person      KYC Number of Related Person (if available\*)

Related Person Type\*     Guardian of Minor     Assignee     Authorized Representative

Name\*    Prefix     First Name     Middle Name     Last Name

(If KYC number and name are provided, below details of section 1 are optional)

**PROOF OF IDENTITY (PoI) OF RELATED PERSON\*** (Please see instruction (H) at the end)

A- Passport Number       Passport Expiry Date  DD -  MM -  YYYY

B- Voter ID Card

C- PAN Card

D- Driving Licence       Driving Licence Expiry Date  DD -  MM -  YYYY

E- UID (Aadhaar)

F- NREGA Job Card

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

S- Simplified Measures Account - Document Type code       Identification Number

**2. APPLICANT DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my 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 aware that I may be held liable for it.

Date :  DD -  MM -  YYYY      Place :

[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

**3. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received     Certified Copies

KYC VERIFICATION CARRIED OUT BY	INSTITUTION DETAILS
Date <input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YYYY	Name <input type="text"/>
Emp. Name <input type="text"/>	Code <input type="text"/>
Emp. Code <input type="text"/>	<input type="text"/>
Emp. Designation <input type="text"/>	
Emp. Branch <input type="text"/>	
<input type="text"/> [Employee Signature]	<input type="text"/> [Institution Stamp]



# Intellect Money

## Intellect Commodities Pvt. Ltd.

232, Chittaranjan Avenue, 7th Floor, Kolkata-700 006

Tel. : +91 33 4052 9200, Fax : +91 33 4052 9224

Investors' Grievances

Redressal E-mail: info@intellectmoney.com

Website : www.intellectmoney.com

<b>MCX</b>
Trading Member : <b>Intellect Commodities Pvt. Ltd.</b>
SEBI Regn. No. <b>INZ 000062032</b>
Membership ID : <b>35470</b>
Clearing Member : <b>Globe Commodities Ltd.</b>
FMC Unique Membership Code : <b>MCX/TCM/CORP/0628</b>
Membership ID : <b>8550</b>

## ACCOUNT OPENING FORM FOR NON-INDIVIDUAL

### COMPANY / FIRM DETAILS

(Please complete all sections in block letters and tick boxes wherever applicable)

Name of the Company / Firm

PAN  Net Worth as on (DD/MM/YYYY)

Type of Entity :  Corporate  Partnership  Trust  Club / Society  OCBs  HUF  
 Association of Persons (AOP) / Body of Individuals  Others

### Permanent Address

City  Pin  State

Tel.  Mobile  E.mail

### Correspondence Address

City  Pin  State

Tel.  Mobile  E.mail

Date of Incorporation

Date of Commencement of Business

Registration No. (with ROC, SEBI or any Government Authority)

Details of Registration  Place of Registration :

Name of Authority

Nature of Business  Manufacturing  Service Industry  Trading Firm  Others

Whether registered with any other Broker-member / Sub-Broker  Yes  No

If yes, Name of Broker(s) / Sub Broker(s) :

Name of the Exchange  MCX  NCDEX  Others (specify)

Client Code No.  (if registered with multiple broker, provide details of all)



**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  
 FPI Category I  FPI Category II  FPI Category III  AOP  Bank  Government Body  Non-Government Organisation  
 Defence Establishment  Body of Individuals  Society  LLP

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**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 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)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 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 / Wholtime directors**  
 (Please fill Annexure for 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**

Intellect Money  
**Intellect Commodities Pvt. Ltd.**

(Originals Verified) Self Certified Document copies received  
 (Attested) True copies of documents received

Seal/Stamp of the intermediary Should contain  
 Staff Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Name of the Organization : **Intellect Commodities Pvt. Ltd.**  
 Signature : \_\_\_\_\_  
 Date | d | d | / | m | m | / | y | y | y | y |

## 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 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>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <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>

**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	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

2a

Name & Signature of the Authorised Signatory(ies)

Date | d | d | / | m | m | / | y | y | y | y |

PEP: Politically Exposed Person

RPEP: Related to Politically Exposed Person

**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	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

3a

Name & Signature of the Authorised Signatory(ies)

Date | d | d | / | m | m | / | y | y | y | y |

| y | y | y | y |

PEP: Politically Exposed Person

RPEP: Related to Politically Exposed Person



## FINANCIAL DETAILS

### Annual Income (Per Annum)

Below Rs. 1 Lakh  
  Rs.1-5 Lakhs  
  Rs.5-10 Lakhs  
  Rs.10-25 Lakhs  
  Above Rs. 25 Lakhs

### Investment / Trading Experience

Prior Experience  
  No  
  .....yrs. in commodities  
  .....yrs. in derivatives  
 .....yrs. in other investment related fields

### Trading Preference :

Multi Commodity Exchange

 2 \_\_\_\_\_

Details of any action taken by SEBI/FMC/Stock Exchange/Commodity Exchange/ any other authority against the constituent or its partners/promoters/wholetime directors/authorised persons in charge of dealing in equities/F&O/Commodities for violation of laws/other economic offences durint the last 3 years

No    Yes

Whether convicted any time

No    Yes

Whether declared bankrupt any time

No    Yes

**Note : If any one of the above is Yes, Kindly provide the details in a separate sheet.**

## PARTICULARS OF BANK ACCOUNT

Bank Name	MICR Code	Branch Name	Account Type	Account No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note : Copy of a cancelled cheque leaf/pass book/bank statement, containing name of the client should be submitted.

## PARTICULARS OF DEPOSITORY ACCOUNT

DP Name	DP ID	Client ID	Please tick (any one) for default DP ID
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>

Note : Attach latest DP statement / client master of above accounts.

## SALES TAX REGISTRATION DETAILS

Local Sales Tax State Registration No. : \_\_\_\_\_

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

Central Sales Tax No. \_\_\_\_\_

Validity Date \_\_\_\_\_

## INTRODUCED BY

Name : \_\_\_\_\_

Address : \_\_\_\_\_

PAN of Introducer, if any : \_\_\_\_\_ Signature : \_\_\_\_\_

Name & Designation of the Employee who interviewed and conducted in-person Verification of client :

Name \_\_\_\_\_ Designation \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## D E C L A R A T I O N

I declare that the information furnished above is true to the best of my knowledge and belief as on the date of making such application. I undertake to inform, in writing, of any changes therein immediately, I am agreeable to enter into agreement to abide by your terms and conditions.

In case if any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Place : \_\_\_\_\_ Signature:  3 \_\_\_\_\_

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

Note :

1. Each client has to use one registration form. In case of joint name/family members, please submit separate form for each person.
2. Original documents may be verified at the time of filling of application.
3. This information is the sole property of the trading member/brokerage house and would not be disclosed to any one unless required by law or except with the express permission of clients.

**FOR OFFICE USE ONLY**

<b>Client Code</b>	
<b>Relationship with the Client</b>	
<b>Date of first transaction</b>	
<b>Introduced by</b>	
<b>Relationship with the Introducer</b>	
<b>Group</b>	
<b>Location</b>	

**BROKERAGE DETAILS (PROVIDED BY \_\_\_\_\_ )**

<b>Exchange</b>	<b>%</b>
MCX	

<b>Margin Collected</b>	
Cheque Details	No. _____ Dated _____ Amount (in Rs.) _____
Valuation of Shares	_____
Initial Limit Set	_____ MTM _____
Gross Exposure	_____

Original Documents Verified by	
Client Code Alloted by	
Client Code mapped in manager by	
Client Code & Details uploaded in sharePro	
Client Code uploaded in MCX / NCDEX System	

## MEMBER - CLIENT AGREEMENT (MCX)

**MANDATORY**

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between INTELLECT COMMODITIES PVT. LTD., a company duly formed and registered under the Relevant Act, hereinafter called "MEMBER OF THE EXCHANGE", having its registered office address at 232, Chittaranjan Avenue, 7th Floor, Kolkata-700 006 and, a company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called "CLIENT", having its registered office address at \_\_\_\_\_

### Witnesseth :

Whereas the member is registered as MEMBER OF THE EXCHANGE of Multi Commodity Exchange of India Limited (hereinafter called "MCX") with SEBI Registration No. INZ 000062032 and Membership ID 35470.

Whereas the CLIENT is desirous of trading in those contracts admitted for dealing on the MCX as defined in the Bye - Laws, Rules and Business Rules of MCX.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER OF THE EXCHANGE to deal in those contracts admitted for dealing on the MCX and wishes to execute his orders through him and the CLIENT shall continue to satisfy him of such capability of the MEMBER OF THE EXCHANGE before executing any orders through him.

Whereas the MEMBER OF THE EXCHANGE has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and trading objectives relevant to the services to be provided.

Whereas the MEMBER OF THE EXCHANGE has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of member handling derivatives transactions carried out on the MCX, constituent agree that :

1. I have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading these instruments and I am fully responsible for my dealings in these instruments.
2. I shall be bound by the Bye-Laws, Rules, Business Rules, and Customs of the Multi Commodity Exchange of India Limited and and the Clearing House of the Exchange.
3. I shall deposit with you monies, warehouse Receipts or other property, which may be required to open and/or maintain my account or maintain my position.
4. I shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures contracts as fixed from time to time by the Exchange.
5. I shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
6. All monies, warehouse Receipts or other property, which you may hold on my account, shall be held subject to a general lien for the discharge of my obligations to you under this agreement.
7. I hereby authorize you at your discretion, should you deem it necessary for your protection to buy, sell or close out any part or all of the derivative contracts held in my account with you. I will reimburse any or all such incidental expenses incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the terms and conditions, as follows :

1. The agreement entered into between the Member and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one-month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
2. In the event of the death or insolvency of the CLIENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodities which the CLIENT has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the CLIENT and the CLIENT or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. All trades, transactions and contracts are subject to the Rules, Bye Laws and Business Rules of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of MUMBAI for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Business Rules of the Exchanges.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

SIGNED for and on behalf of

SIGNED for and on behalf of

THE Member : Intellect Commodities Private Limited

THE Client :

By :

By :

Signature :

Signature :

Title :

Title :

Witness :

Witness :

**AUTHORITY LETTER FOR RUNNING ACCOUNT OF COMMODITIES**

To  
**INTELLECT COMMODITIES PVT. LTD.**  
232, Chittaranjan Avenue, 7th Floor, Kolkata-700 006

Date: .....

Dear Sir,

1. With reference to my/our trading account opened with you .I/we request to you to maintain a running account for trading in commodities derivatives on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled or to be dealt with in any other manner.
2. I/We understand and agree that no interest will be payable to me/us on the amounts or securities so retained with you.
3. I/we may be trading in derivatives segment of various Exchanges and hence have various accounts with you.In this regard I/We hereby authorize Intellect Commodities Pvt Ltd to act at its discretion of adjusting any credit balance under my/our various accounts against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
4. I/We also confirm that the securities lying in my withhold A/c should be considered as margin deposit/collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us. Against any of my/ our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
6. I/we hereby authorize you to pledge my/our securities deposited as margin or withheld by you as, permitted in the running account and to deposit my/our funds deposited as margin to Exchanges/ Clearing Corporation towards margin.
7. I/We may revoke the authorization at any time giving a written notice.
8. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Intellect Commodities Pvt Ltd.
9. I/we shall bring any dispute arising from the statement of account or settlement so made to the notice of Intellect Commodities Pvt Ltd within 7 working days from the date of receipt of statement.
10. I/We agree that there shall be no inter-client adjustment for the purpose of settlement of the 'running account'.
11. For the clients having outstanding obligations on the settlement date,the stock broker may retain the requisite securities /funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for the next 5 trading days,calculated in the manner specified by the exchanges.
12. Such periodic settlement of running account may not be necessary:
  - a. for clients availing margin trading facility as per SEBI Circular
  - b. for funds received from the clients towards collaterals/margin in the form of bank guarantee (BG) /Fixed Deposits Receipts (FDR)

**Preference of client for the Settlement of Running Account (Funds & Securities)Settlement Preference**

Monthly

Quarterly

Half Yearly

Signature of the client

# UNIFORM RISK DISCLOSURE DOCUMENT (MCX)

**MANDATORY**

(Business Rule 27 (c))

**THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT/ CLIENT BEFORE ENTERING INTO COMMODITY FUTURES CONTRACTS/ DERIVATIVES MARKET/ TRADING AND SHOULD BE READ IN CONJUNCTION WITH CLIENTS'/ CONSTITUENTS'/ INVESTORS' RIGHTS & OBLIGATIONS, BYE LAWS, RULES AND BUSINESS RULES OF THE MULTI COMMODITY EXCHANGE OF INDIA LTD. (MCX).**

MCX / SEBI does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has MCX/SEBI 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 MCX and suffer adverse consequences or loss, you shall be solely responsible for the same and MCX its Clearing House and/ or Forward Markets Commission 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 Constituent/ 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 MCX.

It must be clearly understood by you that your dealings on MCX 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, client registration form, execution of an agreement etc. and are subject to Rules, Byelaws and Business Rules of the MCX and its Clearing Corporation/Clearing House, guidelines prescribed by SEBI from time to time and circulars as may be issued by MCX or its Clearing Corporation/Clearing House from time to time.

MCX 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 MCX 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 or authorize someone to trade for you, 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 Multi Commodity Exchange (MCX).**

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

- a. 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 a 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 constituent/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 pre-determined 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 MCX 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":**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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. 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 clients, please refer to *Appendix 1 enclosed with this document.*****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 MCX.****v. The term 'member' shall mean and include a Trading Member or a Broker, who has been admitted as such by MCX and got a Unique Member Code from SEBI.**

I hereby acknowledge that I have received and understood this risk disclosure statement and **Appendix 1** containing my rights and obligations.

Client's Signature

(If Partner, Corporate, or other Signatory, then attest with firm/ company seal.)

Date : ..... (dd/mm/yyyy)

Place :

**Annexure -3****RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**  
***as prescribed by SEBI 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/ SEBI 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 SEBI 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. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**CLIENT INFORMATION**

7. 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/SEBI from time to time.
8. 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.
9. 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.
10. 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.

**MARGINS**

11. 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 SEBI 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 SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. 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**

13. 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.
14. 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.
15. 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 SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
16. 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).
17. 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**

18. 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 SEBI.

**LIQUIDATION AND CLOSE OUT OF POSITION**

19. 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 non-payment 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.
20. 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**

21. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
22. 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.
23. 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.

**TERMINATION OF RELATIONSHIP**

24. 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.
25. 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.
26. 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**

27. 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 SEBI and the relevant Exchanges where the trade is executed.
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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.

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

34. 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.
35. The Member shall ensure that all ECNs sent through the email 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.
36. 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.
37. 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 SEBI/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 SEBI/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 SEBI/Commodity exchanges.
38. 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 SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
39. In addition to the email communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated website, 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.
40. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form must be obtained afresh before 1st April of every financial year by following the same procedure. Thus, such declaration would be valid for that financial year only.

#### **LAW AND JURISDICTION**

41. 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 SEBI.
42. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI 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.
43. 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.
44. 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/SEBI.
45. All additional voluntary/nonmandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/SEBI. 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/SEBI shall also be brought to the notice of the clients.
46. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI 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.
47. Members are required to send account statement to their clients every month in physical form.

## **INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT**

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.  
Additionally, the clauses mentioned herein shall also be applicable.)**

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. 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.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. 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 whatsoever 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
6. 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.
7. 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.
8. 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.
9. 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.
10. 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/jt the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

## **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 following links to see whether the Member is registered with the Exchange.
  - <http://www.mcxindia.com/sitepages/tradeverification.aspx>
  - <http://www.ncdex.com/Membership/MemberDirectory.aspx>
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 links
  - <http://www.mcxindia.com/sitepages/tradeverification.aspx>,
  - <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-a-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 SEBI/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 Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

**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.

**Non-Mandatory**

Date \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

To,  
**INTELLECT COMMODITIES PRIVATE LIMITED**232, Chittaranjan Avenue,  
7th Floor, Kolkata-700 006Sub : **Adjustment In different segment**

Dear Sir,

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/We have executed/desire to execute an agreement with M/s. Intellect Commodities Private Limited for trading on the Multi Commodity Exchange of India Limited (MCX) and NATIONAL COMMODITY AND DERIVATIVES EXCHANGE (NCDEX) and/or any other Exchange. I/We hereby request you to treat the agreement between myself and the agreement entered/to be entered by me/us with Intellect Commodities Private Limited as coextensive and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account(s) maintained with you against the outstanding dues payable, if any, by me/us in any of my/our account(s) maintained with Intellect Commodities Private Limited or vice versa. Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking you,

Yours faithfully

Signature of the Client

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

**UNDERTAKING**To,  
**Intellect Commodities Private Ltd.**  
232, Chittaranjan Avenue,  
7th Floor, Kolkata-700 006

Dear Sir,

With reference to my/our registration as your Client and the execution of Member and Client agreement of trading in MCX/NCDEX, I / we hereby unconditionally and irrevocably undertake and agree that:

I/ We shall pay initial margin as specified by MCX/NCDEX before placing any order. Intellect Commodities Private Ltd. (ICPL) will have all the right not to execute the order if I / we have not placed required initial margin with them.

I/We shall, when called upon to do so, provide an additional margin money to Intellect Commodities Private Ltd. (ICPL), as required by them in respect of positions taken by me /us.

I / We also hereby authorize to adjust my / our margin if any excess margin is required in other account.

I / We hereby authorize you to retain with you the credit balance in my account that may arise on account of commodities sold and / or profit earned for a given settlement and settle the same on monthly basis or and when demanded by me / us after deducting dues, if any on my / our account.

I/We hereby authorize you to hold the commodities against my purchases which are received by you in Demat / Physical mode for future delivery / margin for my transactions with you.

1/ We hereby authorize you to deliver these commodities against my/our subsequent sales in subsequent settlements.

If I / We have been or may become unable to meet, satisfy, discharge or fulfils any obligation or liability or commitment or any part thereof to ICPL then ICPL, may at any time thereafter and without giving any notice to me / us can sale my / our commodities, if any, lying with ICPL as security deposit or commodities remaining undelivered to me or the security deposit amount lying with you.

I / We request you to accept my order placement / modification / cancellation verbally and confirm about the same verbally. Hence you are advised not to send me any order confirmation / cancellation / modification /trade confirmation etc.

I / We do not require any Trade Confirmation slip generated by system. You are therefore, requested not to generate the same for me. Only the contract notes in the prescribed form may please be sent to me, if asked for & authorize you to send me / us the copy of Contract Note / ledger through e.mail / FTP digitally signed.

Thanking You,

Yours faithfully,

Signature of Client \_\_\_\_\_

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

Name : \_\_\_\_\_

Address: \_\_\_\_\_

To,  
**INTELLECT COMMODITIES PRIVATE LIMITED**  
232, Chittaranjan Avenue, 7th Floor, Kolkata-700 006

Sub : **Mandate to issue Contract Notes in digital format**

Dear Sir,

I/We hereby agree and consent to accept the contract notes for transactions carried on by me/us with all of you or any one of you, in terms of the agreement entered into between me/us, in digital form. Digital contracts issued by you as per the terms and conditions specified shall be binding on me/us. I/we undertake to check the contract notes and bring the discrepancies to your notice within 24 hours of such issuance of contract notes. My/ our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract note is applicable with immediate effect.

I/we further request you to send me/us bills / accounts ledger, circulars and other documents, if any, through above mails only. I/we have read and agreed to this terms and conditions mentioned below.

Thanking you,

Yours Faithfully

Signature of the Client:

E-mail Id of the client: \_\_\_\_\_

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

Dear Customer,

Thanks very much for option our offer to send you the contract notes in the digital form. Following are the terms and conditions are required to be followed for availing the facility of digital contract notes. Please sign it as an acceptance to it.

1. The Digital Contract notes will be issued in digital form in compliance with guidelines issued by SEBI/Exchanges from time to time.
2. Digital Contract notes will be mailed to the E-mail address provided to us in the format as may be prescribed by the Exchanges from time to time.
3. Clients can view the Digital Contract notes on URL by using the username & password.
4. The digital contract notes will be archived at an interval of 15 days. If the client intends to view the digital contracts notes for a period prior to 15 days client may request for the same in writing.
5. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client. Normally, contract notes in physical form will be issued under specific request only.
6. Discrepancies, if any, should be sent to the branch or to E-mail operations in [intellect@intellectmoney.com](mailto:intellect@intellectmoney.com) within 24 hours of issuance of digital contract notes.
7. Non-receipt of bounced mail notification by us shall amount to delivery of the contract note at your e.mail id.
8. Any changes in the terms and conditions shall be intimated from time to time.



## Consent from for receiving trade alerts through SMS and /or E-mail

To,  
**INTELLECT COMMODITIES PVT. LTD.**  
232, Chittaranjan Avenue,  
7th Floor, Kolkata-700 006

Dear Sir,

I/we, \_\_\_\_\_ a client with (M/s. INTELLECT COMMODITIES PVT. LTD., Member ID : 35470) of MCX Exchange undertake as follows :

1. I/We are aware that Multi Commodity Exchange (MCX) provides the trades executed on its trading platform to the concerned clients/constituents through SMS and E-mail alerts.
2. I/We are aware that the Exchange has to provide the trade details through SMS/E-mail alerts for my convenience at my request only.
3. I/We hereby confirm that I/we wish to receive the trade alerts through :

- a. SMS : \_\_\_\_\_
- b. E-mail : \_\_\_\_\_
- c. SMS and E-mail : \_\_\_\_\_

4. The alerts should be sent on

- a. Mobile Number : \_\_\_\_\_
- b. E-mail Address : \_\_\_\_\_

I/we hereby agree to the terms and conditions specified by the Exchange vide circular No. MCX/T&S/165/2012 dated April 26, 2012 and circulars/clarifications issued by the Exchange from time to time in this regard. We are also aware that this is an additional facility provided by the Exchange and we shall not solely rely or use such data for any purpose and, Exchange and we shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

Client Name : \_\_\_\_\_

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

PAN : \_\_\_\_\_

**LETTER OF AUTHORITY**

To,  
**INTELLECT COMMODITIES PRIVATE LIMITED**  
232, Chittaranjan Avenue,  
7th Floor, Kolkata-700 006

**STANDING INSTRUCTIONS / AUTHORISATION LETTER**

I/we have been / shall be dealing through you as my broker on the Commodity Exchanges such as MCX/NCDEX. As my Broker i.e. agent I/we direct and authorize you to carry out trading/dealings on my/our behalf as per instructions given below. Please treat these instructions as written ratification of my / our verbal directions / authorizations given and carried out by you earlier.

1. Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the Trading Terminal.
2. I am / we are aware that you are required to issue payment/delivery due to me/us as per the payout from the exchange. In order to facilitate operations, I/we hereby authorise you to maintain running accounts with you; to debit my/Our running account for the margin/funds &/or deliveries payable by me/us; to include any/all the payout of funds &/or deliveries towards margin/delivery and/or towards pay in obligations and / or towards funds / deliveries payable by me / us, without any specific authorization on pay out to payout basis and to release the funds & / or deliveries (if any) due to me/us on my / our specific request only. I/we also agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such deliveries/funds under this agreement or otherwise.
3. Pledge/deposit my/our deliveries & / or funds whether deposited as collateral/margin or permitted by us to be retained in the running account etc. by you with any bank or any other institution including but not limited to the Exchange(s) / Clearing Corporation / Clearing House for the purposes of raising funds, bank guarantees and FDRs etc., or towards Margin/Collateral as also to meet shortfall in my/our funds deliveries pay in obligation / auctions or assignment of contracts or any other liability arising out of my / our dealings with you/through you. I/we authorise you to do all such acts, deeds and things as may be necessary and expedient for placing such deliveries with the Exchanges/banks/institutions as margin. You are further authorised to sell / liquidate these deliveries / FDRs at the time and manner of your choice, as & when deemed fit by you in your absolute discretion to meet any shortfalls in my/our accounts or any other liability of mine/ours without any reference to me/us.
4. I/we agree that any loss due to any erroneous order entry / erroneous order modification shall be entertained by you only to the extent of insurance received.
5. Please treat this authorization as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.

I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

The above authorisation shall continue to be valid till revoked by me in writing.

Thanking you,

Signature :

Yours faithfully,

Client Name : .....

Signature : .....



**FATCA & CRS Declaration - Non Individual**

PAN  Trading  DP Code

Name

Please tick the applicable tax resident declaration:

1. Is "Entity" a tax resident of any country other than India?  Yes  No  
 (If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other, Please specify)
1.			
2.			
3.			

In case Tax Identification Number is not available, kindly provide its functional equivalent.  
 In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

**PART A (to be filled by Financial Institution or Direct Reporting NFEs)**

1	We are a Financial institution (Refer 1 of Part C) or Direct reporting NFE (Refer 3(vii) of Part C) (please tick as appropriate) <input type="checkbox"/>	<b>GIIN</b> <input type="text"/> <b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity <input type="text"/> <input type="text"/>
	<b>GIIN not available</b> (Please tick as applicable) <input type="checkbox"/>	<input type="checkbox"/> <b>Applied for</b> <input type="checkbox"/> Not obtained – Not-participating FI <input type="checkbox"/> Not required to apply for - please specify 2 digit sub-category <input type="text"/> (Refer 1A of Part C)

**PART B (Please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")**

1	Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)	Yes <input type="checkbox"/> (if yes, please specify any one stock exchange on which the stock is regularly traded) Name of Stock Exchange <input type="text"/>
2	Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)	Yes <input type="checkbox"/> (if yes, please specify any one stock exchange on which the stock is regularly traded) Name of listed company <input type="text"/> Nature of relation <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company Name of stock exchange <input type="text"/>
3	Is the Entity an active NFE (Refer 2c of Part C)	Yes <input type="checkbox"/> Name of Business <input type="text"/> Please specify the sub-category of Active NFE <input type="text"/> (Mention code - refer 2c of Part C)
4	Is the Entity an active NFE (Refer 3(ii) of Part C)	Yes <input type="checkbox"/> Name of Business <input type="text"/>

**UBO Declaration (Mandatory for all entities except, a Publicity Trade Company or a related entity of Publicity Traded Company)**

**Category** (Please tick applicable category):  Unlisted Company  Partnership Firm  Limited Liability Partnership Company  
 Unincorporated association / body of individuals  Public Charitable Trust  Religious Trust  Private Trust  
 Others (please specify )

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH

**Controlling person(s).** (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

**NON-MANDATORY**

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) of Part C)			
Country of Tax residency*			
PAN#			
Address	Zip <input type="text"/> State _____ Country _____	Zip <input type="text"/> State _____ Country _____	Zip <input type="text"/> State _____ Country _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office
Tax ID*			
Tax ID Type			
City of Birth			
Country of Birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth			
Percentage of Holding (%)\$			

\* To include US, where controlling person is a US citizen or green card holder  
 # If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.  
 % In case Tax Identification Number is not available, kindly provide functional equivalent  
 \$ Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

**DECLARATION**

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Intellect Commodities Private Limited for any modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name

Designation

Sign here: (1)

Date :

Place :

For Investor convenience, Intellect Commodities Pvt. Ltd. (ICPL) collecting this mandatory information for updating whether you are already an investor or would become an investor in future.

Please submit the form fully filled, signed, for all the holders, separately or you can dispatch the hard copy to-

**Intellect Commodities Pvt. Ltd.**

232, Chittaranjan Avenue, 7th Floor  
 Near Girish Park Crossing, Kolkata – 700 006.

For Detail Terms & Conditions please visit [www.intellectmoney.com](http://www.intellectmoney.com)

**Declaration Form of Ultimate Beneficial Ownership [UBO] / Controlling Persons**  
 (Mandatory for Non-individual Investors)  
 (To be provided on Letter Head)

**NON-MANDATORY**

**I. Investor Details:**

Name of the Client	
--------------------	--

**II. Category:**

<input type="checkbox"/> Our company is a Listed Company listed / Subsidiary or Controlled by a Listed Company <i>[If this category is selected, no need to provide UBO details]</i>		
<input type="checkbox"/> Unlisted Company	<input type="checkbox"/> Partnership Firm / LLP	<input type="checkbox"/> Unincorporated Association / Body of Individuals
<input type="checkbox"/> Public Charitable Trust	<input type="checkbox"/> Private Trust	<input type="checkbox"/> Religious Trust
<input type="checkbox"/> Trust created by a Will	<input type="checkbox"/> HUF	<input type="checkbox"/> Others [please specify] _____

**UBO / Controlling Person(s) details**

Sl. No.	Name of UBO	Country of Tax Residency	Taxpayer Identification Number / PAN / Equivalent ID Number	% of beneficial interest	Address, Address Type & Contact details (include city, Pincode, State, Country)	Gender (Male, Female)	PEP	Nationality	Occupation [Service, Business, Others]

**Declaration**

We acknowledge and confirm that the information provided above is true and correct to the best of our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, we are aware that we may liable for it. We hereby authorize INTELLECT STOCK BROKING LIMITED to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by us, including all changes, updates to such information as and when provided by us to any of the relevant Authorities or any Indian or foreign governmental or statutory or judicial authorities / agencies without any obligation of advising us of the same. Further, we authorize to share the given information to other SEBI Registered Intermediaries and/or any other regulated intermediaries registered with SEBI / RBI / IRDA to facilitate single submission / update & for other relevant purposes. We also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required at your end.

Client Signature \_\_\_\_\_

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

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

**INSTRUCTIONS ON CONTROLLING PERSONS / ULTIMATE BENEFICIAL OWNER**

As per SEBI circular No. CIR/MIRSD/2/2013 dated January 24, 2013, non-individuals and trusts are required to provide details of controlling persons [CP] / ultimate beneficiary owner [UBO] and submit appropriate proof of identity of such CPs/ UBOs. The beneficial owner has been defined in the circular as the natural person or persons, who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted, and includes a person who exercises ultimate effective control over a legal person or arrangement.

**A. For Investors other than individuals or trusts:**

- (i) The identity of the natural person, who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest. Controlling ownership interest means ownership of/entitlement to:
  - more than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
  - more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership;
  - more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- (ii) In cases where there exists doubt under clause (i) above as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity of the natural person exercising control over the juridical person through other means like through voting rights, agreement, arrangements or in any other manner.
- (iii) Where no natural person is identified under clauses (i) or (ii) above, the identity of the relevant natural person who holds the position of senior managing official.

**B. For Investors which is a trust:**

The identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**C. Exemption in case of listed companies / foreign investors**

The client or the owner of the controlling interest is a company listed on a stock exchange, or is a majority-owned subsidiary of such a company, it is not necessary to identify and verify the identity of any shareholder or beneficial owner of such companies. Intermediaries dealing with foreign investors' viz., Foreign Institutional Investors, Sub Accounts and Qualified Foreign Investors, may be guided by the clarifications issued vide SEBI circular CIR/MIRSD/11/2012 dated September 5, 2012, for the purpose of identification of beneficial ownership of the client.

## CHECKLIST

(To be filled up by Branch / Authorised Centre / Sales Executive / Sub-broker)

The form will not be accepted if the checklist is incomplete.

No.	Type	Branch / Franchise		Head Office	
		Yes	No	Yes	No
<b>RESIDENTIAL INDIVIDUAL</b>					
1.	Proof of Identity Voter ID <input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> Driving License <input type="checkbox"/>				
2.	How is the Identity of the client verified Client visited the office Branch <input type="checkbox"/> / Franchisee personnel met the client <input type="checkbox"/>				
3.	Address proof Voter ID <input type="checkbox"/> Driving Licence <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Leave License <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Latest Bank statement <input type="checkbox"/>				
4.	Does address proof match with the corresponding address given by client				
5.	Has the address of the client verified				
6.	Signed Photograph of Client				
7.	Copy of Cheque / Cancelled Cheque obtained				
8.	All pages of the agreement duly signed by Client				
9.	Name, Address & Signature of witness on agreement				
10.	All the documents collected are verified with the original				
11.	Verification stamp with signature, name & date on the documents collected				
<b>HUF ACCOUNTS</b>					
1.	Signed Photograph of the Karta				
2.	Proof of Identity of the Karta				
3.	Copy of PAN Card				
4.	Proof of Address				
5.	Undertaking letter signed by all coparceners.				
6.	HUF Stamp is affixed wherever the client signs on the agreement.				
<b>CORPORATE ACCOUNT</b>					
1.	Board Resolution on Company Letter Head as per Annexure 6				
2.	Declaration on Company Letter Head as per Annexure 7				
3.	Details of Directors as per Annexure				
4.	All Director's proof of identity				
5.	All Director's Proof of Address				
6.	All Director's latest signed photographs				
7.	Company PAN card				
8.	Corresponding address proof should match with that written in the form				
9.	Memorandum and Article of Association is required with Company Rubber Stamp and Director Signature				
10.	Company stamp affixed wherever the director signs on the agreement				
11.	Copies of the balance sheet for the last 2 financial years. (Copies of annual Balance sheet to be submitted every year)				
12.	Copy of latest share holding pattern including list of all those holding more than 5 % in the share capital of the company, duly certified by the company secretary / Whole-time director / M D. (Copy of updated shareholding pattern To be submitted every year)				

No.	Type	Branch / Franchise		Head Office	
		Yes	No	Yes	No
<b>TRUST ACCOUNT</b>					
1.	Certified True copy of the Trust Deed				
2.	Trustees proof of identity				
3.	Trustees address proof				
4.	Trustees latest signed photographs				
5.	Photocopy of PAN Card of Trust				
6.	Valid Bank proof in the name of Trust				
<b>PROPRIETORSHIP FIRM</b>					
1.	Latest Photograph signed by the Proprietor				
2.	Proof of Identity of the Proprietor				
3.	Income Tax proof of the Proprietor				
4.	Address proof of Proprietor				
5.	Declaration as per Annexure 2				
6.	Verification from the bank stating that the account is in the name - of the proprietorship firm & the name of the proprietor on bank letterhead				
7.	Proprietorship firm stamp affixed wherever the proprietor signs on the agreement				
<b>PARTNERSHIP FIRM</b>					
1.	Partners proof of identity				
2.	Partners address proof				
3.	Partners latest signed photographs				
4.	Copy of PAN Card of the Partnership Firm				
5.	Proof of Demat Account				
6.	Valid Bank proof in the name of partnership firm				
7.	Certified true copy of the Partnership Deed				
8.	Declaration as per Annexure 3				
9.	Authority Letter as per Annexure 4				
<b>NRI ACCOUNT (CANNOT OPEN AN ONLINE ACCOUNT)</b>					
1.	Copy of RBI Approval Letter (Primary Banks are also allowed)				
2.	Copy of passport.				
3.	Indian & Foreign address of client along with the proof				
4.	Power of Attorney Letter to whom power is given for signature & trading on behalf of him (Certified true Copy).				
5.	Personal details of Authorized person to whom the power of attorney is given for signature & trading on behalf of him.				
6.	Letter obtained from client for getting Unique client code from NSE in case of Derivative trading				

All information & particulars in this application have been verified to the best of my knowledge & belief.

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**Authorised Signatory & Seal**