# REPOSITORY PARTICIPANT NAME ADDRESS & RP ID

CLIENT ID			

# ACCOUNT OPENING FORM FOR COMMODITY ACCOUNT

FOR INDIVIDUALS										
(To be filled by the Reposito	ory Participant)									
FORM NO. *			REQUEST DATE*	D	D	ММ	Y	Y	Y	Y
(To be filled by the applican	t in BLOCK LETTERS in	English)				<u> </u>	1	I	<u> </u>	
We request you to open a co	ommodity account in my/ ou	r name as per following	details:-							
HOLDER DETAILS										
Client Name*										
CLIENT TYPE *	CLIENT SUB TYPE	*								
☐ Individual		ible Foreign Entities (E	FEs)							
Account Statement Require	ement	Statement Type*		Electro	onic					
(If not marked, the default and statement frequency w	option would be 'Electronic ould be 'Quarterly')	Statement Freque Annually	ency*:   Monthly	<b>Q</b> uarte	erly	□ Half Y	early	/ <b></b>		
Auto Credit *- We instruct the RP to receive each and every credit in my / our account (If not marked, the default option would be 'No')					[Automatic Credit] ☐ Yes ☐ No					
STATEMENT FLAG *										
(If not marked, the default	option would be 'Yes')				es	·	□ No	)		
		REGISTERED A	ADDRESS							
ADDRESS *										
CITY *										
PIN CODE*										
CENSUS										
FAX			_							
ISD/ STD & PHONE NUM				PHONE NO.						
ISD/ STD & PHONE NUM				PHONE NO.						
ISD & MOBILE NUMBE	R * <i>SD1</i>	MC	OBILE NO.							
EMAIL ID*										
		CORRESPON	DENCE ADDRESS	☐ Tick	if Saı	me as Re	egiste	ered i	Addre	ess
ADDRESS *										
CITY *										
PIN CODE*										
CENSUS										
FAX										
ISD/ STD & PHONE NUM	MBER 1* ISL	SD SD	PHON	IE NO.						
ISD/ STD & PHONE NUM	MBER 2 ISL	SD	PHON	IE NO.						

# **DISCLAMAIR:**

Any change to be informed to Repository Participant within 7 days

			BANK DETAILS		1	
Bank Account Num	ber*		- See See See See See See See See See Se			
IFSC*						
MICR*						
BANK NAME						
Account Type (Tick	any one) *	☐ Savings	☐ Current	☐ Overdraft		
Income Range*	Income Range   ☐ Up to Rs.1,00, ☐ Rs 10,00,001 to	,00,000 □ Rs 1,00,001 to Rs 5,00,000 □ Rs 5,00,001 to 10,00,000				
			DOCUMENTS			
PAN.*	D	D M M Y	V V V			
DATE OF BIRTH*	D	D M M I	1 1 1 1			
	ANY ONE OF THE	FOLLOWING DOO	CUMENTS & TICK (√) AGA	AINST THE DOCUMENT A sted in check list for filling K		
☐ LATEST BANK	ANY ONE OF THE ACCOUNT STATE EASE/SALE AGRE	FOLLOWING DOC MENT 🚨 LATEST	CUMENTS & TICK (√) AGA TELEPHONE BILL (ONL	AINST THE DOCUMENT A Y LAND LINE)	ST ELECTRICITY BILL	
* Not more than 3 M	onths old.					
	D	etails of Authorized	d Representative for Deposi	t / Withdrawal		
	<b>Authorized Person</b>	(Specific person/s or	nly) *	Aadh	ar No.	
			other person not specified a			
If allyone else tick bo	ox is not marked and	specific person/s fie.	DECLERATION	tuit anyone eise)		
Laws of CCRL as are date of making this ap	in force from time to pplication. I agree ar refalse / misleading le action.	o time. I declare that ad undertake to intir	and terms & conditions and a t the particulars given by me nate the RP any change(s) is	above are true and to the bent the details / Particulars me	ad by the same and by the By st of my knowledge as on the ntioned by me in this form. render my account liable for	
Name*					Please affix recent	
Signature*					passport size photograph and sign across it*	
	uld be preferably	-				
======	======		-	======================================	========	
Application No.:			knowledgement Receip			
			ning Application Form:			
•	-	•				
Name					<del></del>	
				Repository Particip	oant Seal and Signature	

# INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

#### A. IMPORTANT POINTS:

- Self attested copy of POA and POI is mandatory for all individual clients.
- 2. Copies of all the documents submitted by the applicant should be self—attested and accompanied by originals for verifications. 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.
- 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.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- 6. Non-resident and foreign nationals, (Not allowed to open Repository account as per WDRA guideline).
  In case of Merchant Navy NRI'S Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- Minor, (Not allowed to open Repository account as per WDRA guideline).
- 8. Politically Exposed Person (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 , Seniors politicians, Senior Government /Judicial/Military officers, senior executives of the state owned corporations, important political party officials etc.

# **B. PROOF OF IDENTITY (POI):** List of documents admissible as proof of identity:

- 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).
- Unique identification Number (UID) (Aadhar)/Passport/Voter ID card/Driving license.
- 3. Identity card/documents with applicant's photo, issued by any of the following: Central/State Government and its department, Statutory /Regulatory Authorities, Public sector undertakings, Scheduled commercial bank, Public Financial institutions, College affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, bar council etc..., to their members and credit cards/Debits 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.)

 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.
- 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 Banks/Gazetted Office/Notary public/Elected representative to the Legislative assembly/Parliament/Documents issued by Govt. or Statutory Authority.
- 6. Identity Card/documents 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, and Colleges affiliated to universities and Professional Bodies such as ICAI, ICWAI, ICSI Bar council etc. to their members.
- 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.)

- In case of transactions undertaken on behalf of central Government and/or State Government 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/filling tax returns in India.
- 4. SIP of Mutual Funds up to 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 Institutions as defined under section 4A of the companied 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:

 Notary Public, Gazetted Officer, Manager of a Scheduled Commercial /Co –operative Bank or Multinational Banks (Name, Designation & Seal Should be fixed on the copy).

Please submit the KYC documents on A4 Size Paper Only.

# Rights and obligations between Depositor / Client and RP

#### General Clause

- The Commodity Owner and the Repository Participant (RP) shall be bound by the Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Repositories and relevant notifications of WDRA and Government Authorities as may be in force from time to time.
- 2. The RP shall open/activate Client (CO) account of a commodity owner in the Repository system only after receipt of complete Account opening form, KYC and supporting documents as specified by WDRA from time to time.

# Commodity Owner information

- 3. The RP shall maintain all the details of the Commodity owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the Commodity owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
- 4. The Commodity Owner shall immediately notify the RP in writing, if there is any change in details provided in the account opening form as submitted to the RP at the time of opening the Client (CO) account or furnished to the RP from time to time.

## Fees/Charges/Tariff

- 5. The Commodity Owner shall pay such charges to the RP for the purpose of holding and transfer of Commodities in eNWR / eNNWR form and for availing Repository services as may be agreed to from time to time between the RP and the Commodity Owner as set out in the Tariff Sheet provided by the RP. It may be informed to the Commodity Owner that "no charges are payable for opening of Client (CO) accounts"
- 6. In case of Basic Services Client (CO) Accounts, the RP shall adhere to the charge as laid down under the relevant WDRA and/or Repository circulars/directions/notifications issued from time to time.
- 7. The RP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Commodity Owner regarding the same.
- 8. **Deposit (eNNWR/eNWR):** The Commodity Owner shall have the right to get the commodity, which have been admitted on the Repositories System, Deposit in the form of eNNWR / eNWR and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the Repositories.

#### Separate Accounts

9. The RP shall open separate accounts in the name of each of the Commodity owners and Commodity of each Commodity owner shall be segregated and shall not be mixed up with the Commodity of other Commodity owners and/or RP's own Commodities held in eNNWR / eNWR form.

10. The RP shall not facilitate the Commodity Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such Commodities submitted for eNNWR/eNWR Generation and/or held in Client (CO) account except in the form and manner prescribed by Repositories and Bye-Laws/Operating Instructions/Business Rules of the Repositories.

#### Transfer of Commodities

- 11. The RP shall affect transfer to and from the Client (CO) accounts of the Commodity Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Commodity Owner and the RP shall maintain the original documents and the audit trail of such authorizations.
- 12. The Commodity Owner reserves the right to give standing instructions with regard to the credition of Commodity in his Client (CO) account in the form of eNNWR /eNWR and the RP shall act according to such instructions.

#### Statement of account

- 13. The RP shall provide statements of accounts to the Commodity Owner in such form and manner and at such time as agreed with the Commodity Owner and as specified by SEBI/Repository in this regard.
- 14. However, if there is no transaction in the Client (CO) account, or if the balance has become Nil during the year, the RP shall send one physical statement of holding annually to such COs and shall resume sending the transaction statement as and when there is a transaction in the account.
- 15. The RP may provide the services of issuing the statement of Client (CO) accounts in an electronic mode if the Commodity Owner so desires. The RP will furnish to the Commodity Owner the statement of Client (CO) accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the RP does not have the facility of providing the statement of Client (CO) account in the electronic mode, then the RP shall be obliged to forward the statement of Client (CO) accounts in physical form.
- 16. In case of Basic Services Client (CO) Accounts, the RP shall send the transaction statements as mandated by SEBI, Authority and/or Repository from time to time.

#### Manner of Closure of Client (CO) account

- 17. The RP shall have the right to close the Client (CO) account of the Commodity Owner, for any reasons whatsoever, provided the RP has given a notice in writing of not less than thirty days to the Commodity Owner as well as to the Repository. Similarly, the Commodity Owner shall have the right to close his/her Client (CO) account held with the RP provided no charges are payable by him/her to the RP. In such an event, the Commodity Owner shall specify whether the balances in their Client (CO) account should be transferred to another Client (CO) account of the Commodity Owner held with another RP or to withdraw the Commodity (eNWR / eNNWR) balances held.
- 18. Based on the instructions of the Commodity Owner, the RP shall initiate the procedure for transferring such Commodity (eNWR / eNNWR) balances or withdraw such Commodity (eNWR / eNNWR) balances within a period of thirty days as per procedure specified from time to time by the Repository. Provided further, closure of Client (CO) account shall not affect the rights, liabilities and obligations of either the Commodity Owner or the RP and shall continue to bind the Parties to their satisfactory completion.

#### Default in payment of charges

- 19. In event of Commodity Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the RP to close the Client (CO) account of the Commodity Owner, the RP may charge interest at a rate as specified by the Repository from time to time for the period of such default.
- 20. In case the Commodity Owner has failed to make the payment of any of the amounts as provided in Clause 5 & 6 specified above, the RP after giving two days notice to the Commodity Owner shall have the right to stop processing of instructions of the Commodity Owner till such time he makes the payment along with interest, if any.

### Liability of the Repository

- 21. As per Warehousing (Development and Regulation) Act, 2007, without prejudice to the provisions of any other law for the time being in force, any loss caused to the Commodity owner due to the negligence of the Repository or the RP, the Repository shall indemnify such Commodity owner.
  - 21. 1 Where the loss due to the negligence of the RP under Clause (1) above, is indemnified by the Repository, the Repository shall have the right to recover the same from such RP.

### Freezing/ De-freezing of accounts

- 22. The Commodity Owner may exercise the right to freeze/de-freeze his/her Client (CO) account maintained with the RP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
- 23. The RP or the Repository shall have the right to freeze/de-freeze the accounts of the Commodity Owners on receipt of instructions received from the Authority, any other regulator or court or any statutory authority.

#### Redressal of Investor grievance

24. The RP shall redress all grievances of the Commodity Owner against the RP within a period of thirty days from the date of receipt of the complaint.

#### Authorized representative

25. Commodity Owner shall, along with the account opening form, furnish to the RP, a list of officials authorized by her/him/them, who shall represent and interact on her /his/ their behalf with the RP. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### Law and Jurisdiction

- 26. In addition to the specific rights set out in this document, the RP and the Commodity owner shall be entitled to exercise any other rights which the RP or the Commodity Owner may have under the Rules, Bye Laws and Regulations of the respective Repository in which the Client (CO) account is opened and circulars/notices issued there under or Rules and Regulations of WDRA.
- 27. The provisions of this document shall always be subject to Government notification, rules, regulations, guidelines and circulars/ notices issued by WDRA and Rules, Regulations and Bye-laws

- of the relevant Repository, where the Commodity Owner maintains his/ her account, that may be in force from time to time.
- 28. The Commodity Owner and the RP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the Repository and that such procedure shall be applicable to any disputes between the RP and the Commodity Owner.
- 29. 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, Bye-laws and Regulations and circulars/notices issued there under by the Repository and /or WDRA.
- 30. Any changes in the rights and obligations which are specified by WDRA/Repositories shall also be brought to the notice of the Client (CO)s at once.
- 31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of WDRA or Bye-laws, Rules and Regulations of the relevant Repository, where the Commodity Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.