

Sr. No. \_\_\_\_\_

SEBI Registration No. NSE - INB 230681137 ( January 2, 1995);  
NSE - INF 230681137 ( May 23, 2000);  
BSE - INB 010681139 ( December 21, 2010)  
BSE - INF 010681139 ( December 21, 2010)

Registered Office: Wankhede Stadium, North Stand, L & M Wing, 'D' Road, Churchgate, Mumbai - 400 020.  
Phone: 022 42122400; Fax: 022 42122441; Website: <http://www.modernshares.com>.

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Clearing Member: NSE FO - Axis Bank Ltd., Mumbai, SEBI Reg. No.:INF23113937, Tel. No.: 66107259  
BSE FO - IL&FS Securities Services Ltd, Mumbai SEBI Reg. No.: INF011133834, Tel. No.: 66107259

**Compliance Officer**

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**Principal Officer**

Name: Anil S. Manghnani  
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Exchange	Email id	Tel.No.
NSE	<a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>	(022) 2659 8190
BSE	<a href="mailto:is@bseindia.com">is@bseindia.com</a>	(022) 2272 8097

For any grievance/dispute please contact the Company at the above address, email id and phone number. In case not satisfied with the response, please contact the concerned exchange(s) at respective investor grievance, phone number given above.

# MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

## Annexure - 1

### INDEX

Sr. No.	Name of the Document	Brief Significance of the Document	Pg. No.
1	Account Opening Form	A.KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	
2	Rights and Obligations	Document states the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchange(s).	
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	
4	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	
5	Policies and Procedures	Document containing policies and procedures to be followed by the Broker relating to the various operational issues of day to day business activities. Clients are requested to go through it carefully and keep it in mind while dealing through us. Any changes in this document shall be intimated to the client through periodic communications. The clients may at any time request for the updated copies of this document or refer to it at website.	
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
1	Anti Money Laundering - write-up on PMLA	Brief write-up on the provisions of prevention of money laundering Act 2002 (PMLA) which client needs to know.	
2	Running Account Authorisation	For operational convenience, if a client is dealing frequently and wishes to avoid exchange of funds and securities for every exchange/segment separately and on a daily/due date basis, this document may be signed by the client authorising broker to keep the account as running account across all exchange/segment.	
3.	Additional Clauses to Agreement between Stockbroker and client	Voluntary clauses forming part and parcel of the Agreement between the parties	
4.	Client Defaulter Declaration	Client confirmation for no default , if applicable	
5.	Declaration of Mobile Number	Client Confirmation for mobile Number	
6.	Declaration/Board Resolution	Declaration/Board Resolution given by client	
7.	Letter for ECN and other documents	Authority for sending ECN and other documents on email id	

## Anexnure – 2

### KNOW YOUR CLIENT (KYC) APPLICATION FORM

*For Individuals*

Please fill this form in **English** and in **Block Letters**

IDENTITY DETAILS								
Name of the Applicant								<b>Affix your recent passport size photograph here and sign across it</b>
Father's / Spouse Name								
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried				
Date of Birth	(dd/mm/yyyy)		Nationality					
Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National							
PAN				Unique ID No. (Aadhaar)				
Specify the proof of Identity submitted								
ADDRESS DETAILS								
Correspondence Address		<input type="checkbox"/> Residence <input type="checkbox"/> Office		Permanent Address		(If different from correspondence address) (Overseas address mandatory for Non-Resident Applicants)		
City		Pin		City		Pin		
State		Country		State		Country		
Tel. No.-(R)		Tel. No.(O)		Tel. No.-(R)		Tel. No.(O)		
Fax No.				Fax No.				
Mobile No.				E-mail ID				
Please specify the proof submitted for Address								
OTHER DETAILS								
Gross annual income details (please specify) : Income Range per annum								
<input type="checkbox"/> Upto Rs.1,00,000/-		<input type="checkbox"/> Rs.1,00,001/- to Rs.5,00,000/-		<input type="checkbox"/> Rs.5,00,000/- to Rs.10,00,000/-				
<input type="checkbox"/> Rs.10,00,000/- to Rs.25,00,000/-		<input type="checkbox"/> Above Rs.25,00,000/-						
Net worth as on (Date) : _____		Rs. _____ (rupees _____) (Net worth should not be older than 1 year)						
Occupation (Please tick any one and give brief details)		<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others						
Please tick, if applicable		<input type="checkbox"/> Politically Exposed Person (PEP)		<input type="checkbox"/> Related to a Politically Exposed Person (PEP)				
Any other information								
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 change 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.								
Name				Signature		<input checked="" type="checkbox"/>		
Place		Date						
FOR OFFICE USE ONLY								
<input type="checkbox"/> (Originals verified) True copies of documents received		Signature of the Authorised Signatory		Seal / Stamp of the Intermediary				
<input type="checkbox"/> (Self-Attested) Self Certified Document copies received								

# KNOW YOUR CLIENT (KYC) APPLICATION FORM

*For Non-Individuals*

Please fill this form in **English** and in **Block Letters**

IDENTITY DETAILS							
Name of the Applicant							
Date of Incorporation		Place of Incorporation					
Date of commencement of business							
PAN		Registration No.(e.g. CIN)					
Status (please tick any one)							
<input type="checkbox"/> Private Ltd. Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non-Government Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (please specify) _____							
ADDRESS DETAILS							
Correspondence Address				Registered Office Address (If different from correspondence address)			
City		Pin		City		Pin	
State		Country		State		Country	
Tel. No.(1)		Tel. No.(2)		Tel. No.(1)		Tel. No.(2)	
Fax No.				Fax No.			
Mobile No.				E-mail ID			
Please specify the proof submitted for Address							
OTHER DETAILS							
Gross annual income details (please specify) : Income Range per annum							
<input type="checkbox"/> Upto Rs.1,00,000/-		<input type="checkbox"/> Rs.1,00,001/- to Rs.5,00,000/-		<input type="checkbox"/> Rs.5,00,000/- to Rs.10,00,000/-			
<input type="checkbox"/> Rs.10,00,000/- to Rs.25,00,000/-		<input type="checkbox"/> Above Rs.25,00,000/-					
Net worth as on (Date) : _____		Rs. _____ (rupees _____) (Net worth should not be older than 1 year)					
Details of Promoters/Partners/Karta/Trustees and whole time directors:							
Name						<b>Affix the recent passport size photograph here and sign across it</b>	
Residential Address							
PAN		DIN/UID					
Please tick, if applicable for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors		<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)					
Any other information							
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 change 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.							
Name of the Authorised Signatory							
Date		Signature		<input checked="" type="checkbox"/> 1			
FOR OFFICE USE ONLY							
<input type="checkbox"/> (Originals verified) True copies of documents received		Signature of the Authorised Signatory		Seal / Stamp of the Intermediary			
<input type="checkbox"/> (Self-Attested) Self Certified Document copies received							

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others;
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
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. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
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 apostiled 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 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 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:**

<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 trusts only).</li> <li>• Copy of Trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Unincorporated association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> </ul>

	<ul style="list-style-type: none"> <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>

**Anexnure – 3**

**TRADING ACCOUNT RELATED DETAILS**

*For Individuals & Non-individuals*

<b>BANK ACCOUNT(S) DETAILS</b>						
No.	Bank Name	Branch Address & Tel. No.	MICR No.	A/c Type	Account No.	IFSC Code
1						
2						
Please provide Cancelled Cheque leaf for MICR & IFSC Code						
<b>DEPOSITORY ACCOUNT(S) DETAILS</b>						
No.	Depository Participant Name	DP ID	Beneficiary Name	Beneficiary ID	Depository Name	
1*					NSDL / CDSL	
2					NSDL / CDSL	
* Shares bought by you will be transferred to your DP A/c. stated by you at Sr. No. 1						
<b>TRADING PREFERENCES</b>						
Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.						
Ex. Segment	Cash			Derivatives		
NSE	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
BSE	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
# If, in future, the client wants to trade on any new segment / new exchange, separate authorization / letter should be taken from the client by the stock broker.						
<b>PAST ACTIONS</b>						
Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole-time-directors/authorized persons in charge of dealing in securities during the last 3 years:						
<b>DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS</b>						
If the client is dealing through sub-broker, provide the following details:						
Name				NSE SEBI Reg. No.		
Regd. office Address				BSE SEBI Reg. No.		
Signature of Sub-/Broker <input checked="" type="checkbox"/>				Remisier/AP_____		
				Tel. No.		
				Fax No.		
				Website		
Whether dealing with any other stock broker/sub-broker (if dealing with multiple stock brokers/sub-brokers, provide details of all)						
Name of the Stock Broker		Name of Sub-Broker, if any		Client Code	Exchange	
Details of disputes/dues pending from/to such stock broker/sub-broker:						
<b>ADDITIONAL DETAILS</b>						
Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):				Physical Contract Note	<input type="checkbox"/>	
				Electronic Contract Note (ECN)	<input type="checkbox"/>	
Specify your Email id, if applicable:						
Number of years of Investment/Trading Experience:						
In case of non-individuals, details of person(s) authorized to deal in securities on behalf of company/firm/ others:						
Name	Designation	PAN	UID	Signature	Photograph	
Residential Address						
Any other information						



<b>INTRODUCER DETAILS (optional)</b>			
Name of the Introducer:			
	(Surname)	(Name)	(Middle Name)
Status of the Introducer:	<input type="checkbox"/> Sub-broker <input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others (please specify)		
Address of the Introducer:			Phone No.
			Signature of the Introducer:
<b>NOMINATION DETAILS (for individuals only)</b>			
<input type="checkbox"/> I/We wish to nominate		<input type="checkbox"/> I/We do not wish to nominate	
Name of the Nominee			Relationship with the Nominee
Address of the Nominee			PAN of Nominee
			Date of Birth of Nominee
			Phone No. of Nominee
<b>If Nominee is a minor, details of guardian:</b>			
Name of guardian			Phone No. of guardian
Address of guardian			Signature of guardian
<b>WITNESSES (Only applicable in case the account holder has made nomination)</b>			
Name			Name
Signature			Signature
Address			Address
<b>DECLARATION</b>			
1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any 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. 2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet. 3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.			
Name			Signature <input checked="" type="checkbox"/>
Place	Date		
<b>FOR OFFICE USE ONLY</b>			
UCC Code allotted to the Client			
	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			
I/We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document(s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.			
Date _____	Signature the Authorised Signatory		Seal/Stamp of the stock broker

## INSTRUCTIONS/ CHECK LIST

### 1. Additional documents in case of trading in derivatives segments - illustrative list:

Copy of ITR Acknowledgement		Copy of Annual Accounts	
In case of salary income - salary slip, copy of form 16		Net worth certificate	
Copy of demat account holding statement.		Bank account statement for last 6 months	
Any other relevant documents substantiating ownership of assets.		Self declaration with relevant supporting documents.	

*\*In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.*

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

3. Demat master or recent holding statement issued by DP bearing name of the client.

4. For individuals:

- a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

5. For non-individuals:

- a. Form need to be initialized by all the authorized signatories.
- b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

## **Annexure – 4**

### **RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS** *as prescribed by SEBI and Stock Exchanges*

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations 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 itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker 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 stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker 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 stock broker in "Account Opening Form" with supporting details, made mandatory by stock 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 stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker 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 stock broker on a periodic basis.
10. The stock broker and sub-broker 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 stock broker 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 stock broker 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 stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation 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 a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker 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 stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities 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 stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, 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, stock broker 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 Regulations and circulars/notices issued there under 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 Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued there under.

## **BROKERAGE**

18. The Client shall pay to the stock broker 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 stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

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

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
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 securities which the client has ordered to be bought or sold, stock broker 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/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## **DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

#### **TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker 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.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, 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 stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents 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 stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of 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.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities 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 within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily 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 and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker 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.

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker 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.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able 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.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker 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/regulations/circulars/guidelines issued by SEBI/Stock 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 stock broker for the specified period under the extant regulations of SEBI/stock 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 stock broker 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 regulations of SEBI/stock exchanges.
41. The stock broker 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 stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker 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 within the stock exchanges, if either party is not satisfied with the arbitration award.
46. 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 and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/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.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Byelaws, Rules and Regulations of the relevant stock 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.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK  
BROKERS 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. Stock broker is eligible for providing Internet based trading (IBT) and securities 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 stock broker shall comply with all requirements applicable to internet based trading/securities 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 securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker'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 whosoever through the Stock broker'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/securities 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 stock broker.
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker'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/securities 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 stock broker 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 stock broker 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 Stock broker and the Exchange do not make any representation or warranty that the Stock broker'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 Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.



## Annexure – 5

### RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

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

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, 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 Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent 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 derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant

Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time. Stock exchanges 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 stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business 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:**

##### **1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives 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 notional or real losses.

##### **1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers 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 securities / derivatives contracts swiftly and with minimal price difference, and as a result,

investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives 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.

**1.2.1** Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

### **1.3 Risk of Wider Spreads:**

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

### **1.4 Risk-reducing orders:**

The placing of 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.

**1.4.1** 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 security / derivatives contract.

**1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

**1.4.3** A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives 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 security / derivatives contract reaches the 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 security / derivatives 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.

### **1.5 Risk of News Announcements:**

News announcements that may impact the price of stock / derivatives contract 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 security / contract.

### **1.6 Risk of Rumors:**

Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

### **1.7 System Risk:**

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.

**1.7.1** 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 order execution and its confirmations.

**1.7.2** 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 security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

### **1.8 System/Network Congestion:**

Trading on exchanges is in electronic mode, based on satellite/leased line based 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 control 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 Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-**

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

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute 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.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

#### **2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### **2.3 Risk of Option holders:**

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

### **2.4 Risks of Option Writers:**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## **3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

## **4. GENERAL**

**4.1** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

**4.2** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

**4.3** The 'stock broker' may have proprietary counter position in trades of /scrips traded by the client.

## Annexure – 6

### GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

#### BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.nseindia.com](http://www.nseindia.com); [www.bseindia.com](http://www.bseindia.com); [www.mcxsx.com](http://www.mcxsx.com); and SEBI website [www.sebi.gov.in](http://www.sebi.gov.in).
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

#### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization, payout of funds or delivery of securities as the case may be, may not be made to you within one working day from the receipt of payout from the Exchange. Thus the stock broker may maintain a running account for you 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) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

#### **IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### **DISPUTES/ COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

## POLICIES AND PROCEDURES

### a) **Policy for Penny Stock:**

Stock that trades at a relatively low price and market capitalization. These stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosures. Depending on the market conditions and Risk Management Policy of the Stock broker, the Stock broker reserves the right to provide the limit in penny stocks and the losses, if any, on account of such refusal shall be borne by the client only.

### b) **Setting up Client's Exposure Limit:**

The Stock broker may from time to time impose and vary limits on the orders that a client can place through our trading system (including exposure limit, turnover limit, limits as to number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the Stock broker needs to vary or reduce the limits or impose new limits urgently on the basis of the Stock broker's risk perception and other factors considered relevant by the Stock broker including but not limited to the limits on account of Exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.) and the Stock broker may not be able to inform the client of such variation, reduction or imposition in advance. The client agrees that the Stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Stock Brokers' trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place order or trade in securities through the stock broker due to but not limited to the reason of lack of margin /securities or the order being outside the limits set by stock broker/ exchange/ SEBI and/or any other reasons the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

### c) **Applicable Brokerage Rate:**

The brokerage rate applicable on clients trades will be as per agreed rates as mentioned in the Brokerage / Charges schedule at the time of opening the client trading account. Any higher brokerage will be levied only if agreed in writing between MSSL and the client or by advance notice of 15 days by MSSL to the client. If the client has any grievances' regarding the rate of brokerage charged then he should intimate the same to MSSL within four hours of receipt of the contract note/confirmation memo/bill.

The brokerage rate at no point of time will exceed the rates as may be specified by the Exchanges/ SEBI from time to time.

Unless otherwise agreed the brokerage will be exclusive of the following:

- Service Tax and Education Cess (including Secondary Higher Education Cess);
- SEBI/ Exchange/ Transaction / Clearing member / Other charges and /or levies;
- Stamp duty;
- Securities Transactions Tax (S.T.T.);
- Charges payable to Exchange/ SEBI/ Govt. Authorities etc. from time to time;
- Any other charges towards customized/ specialized service.

### d) **Imposition of penalty/delayed payment charges:**

In case of delay in payment by the client to MSSL on its due date, MSSL in respect of such delayed payment will be entitled to recover late / delayed payment charges from due date. The said delayed payment shall include amounts payable by the client to MSSL in respect of initial margin, mark to market, shortfall of margin(s) in prescribed modes, and / or other margins and pay-in obligations. Late payment charges will be levied upto 2.5% per month or a part of month on delayed payment for the delayed period. The trade of the client may not be executed by MSSL if the client does not clear dues along with delayed payment charges. The client will not be entitled to any interest on the credit balance / excess margin available / kept with MSSL.

A delayed payment charge is applied to act only as a deterrent measure. The client should not construe it as funding arrangement. The client cannot demand continuation of service on a continued basis citing levy of delayed payment charges.

MSSL may impose fines/penalties for any order/ trades/ deal/ actions of the clients which are contrary to this agreement/ rules/ regulations/ byelaws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the MSSL has to pay any fine or bear any punishment from any authority in connection with/ as a consequence of / in relation to any of the order/ trades/ deal/ actions of the client, the same will be borne by the client.

**e) The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues:**

The client is required to pay adequate margin/pay-in obligations in full and that it shall be the clients responsibility to ascertain in advance the margin / pay-in obligations requirement for its order/trades/deals and to ensure that the required margin /pay-in obligations is made available to MSSL in such form and such manner as may be required by MSSL from time to time. If the client's order is executed despite a shortfall in the available margin, the client shall, whether or not MSSL intimates such shortfall to the client, make up for the shortfall *suo-motto* immediately. The client shall be responsible for all orders (including any orders that may be executed without the required margin in the clients account) and/or any claim/ loss/damage arising out of the non-availability/ shortage of margin / pay-in obligations required by MSSL and/or by Exchange. The client shall fulfill all its obligations/ liabilities / dues to MSSL, failing which MSSL has the right not the obligation to square up all or any outstanding position and / or take offsetting positions and / or sell the margin / securities available with MSSL without giving any notice to the client. MSSL may also square up all or any outstanding position and / or sell the securities/collateral available with MSSL as a part of risk management at any time without giving any notice to the client. In case of purchase on behalf of client, the MSSL may close out its transactions by selling securities, in case the Client fails to make full payment to MSSL for the same before the time intimated by MSSL. In case of sale on behalf of client, the MSSL may close out its transaction by purchasing the securities. The client shall be liable for any losses, costs and be entitled to any surplus, which may result from the above.

**f) Shortages in obligations arising out of internal netting of trades:**

If a selling client who has sold shares of particular scrip on T day does not deliver shares latest by T+2 (i.e. by pay-in day deadline) and such quantity of shares results in internal shortages, then such quantity of internal shortage will be purchased from the market on pay-in day/or reported for self auction if provided by the Exchange. On T+2 (i.e. pay-in day) provisional debit will be given in client account at T+1 day's closing rate + adhoc margin as decided by MSSL from time to time.

On payout day of securities purchased in the internal shortage account, provisional debit bill amount will be reversed and client account will be debited with the amount at which securities are purchased on T+2 day. Fines / penalties / charges may be levied on account of internal shortage to selling client.

Due to internal shortage on account of internal netting of trades, the buyer client shall receive late delivery of securities. Buyer shall have no claims / rights against MSSL for delay in delivery of securities. It may also be possible that MSSL may not be able to obtain the required securities due to market conditions, then in such cases the buyer clients account will be credited and seller clients account will be debited as per the close out rate provided by the exchange for the relevant Auction settlement. Provisional debit bill amount will be reversed in the sellers client account.

Notwithstanding the above, the selling client who has failed to deliver the shares by due date and time shall be solely responsible for all cost, charges, penalties, damages, etc. arising out of such non delivery of shares. Above procedure is subject to change from time to time according to change in settlement procedure of the Exchange.

**g) Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client:**

Under the following conditions MSSL will not allow the client to take further positions or MSSL may close the existing position of a client:-

- 1) Insufficient / inadequate margin(s) and / or insufficient / inadequate free credit balance available with MSSL;
- 2) Scrips / stocks falling in Penny Stocks in clause (a) above;
- 3) Illiquid contracts / options;
- 4) Trades which apparently in the sole and absolute discretion of MSSL seems to be Synchronized trades/Circular trading/Artificial trading/ manipulative in nature, etc.;
- 5) Scrips banned by Regulatory authorities;



- 6) Where name of the client apparently resembles with the name appearing in the list of debarred entities published by SEBI/Exchanges and other regulatory authorities [where the information available for the debarred entity (other than name) is not sufficient enough to establish that the client and such debarred entity are one and the same];
- 7) The client fails to furnish documents/information as may be called for by MSSSL from time to time as per regulatory requirement and/or as per its internal policy;
- 8) In the event of death or insolvency of the client or the client otherwise becoming incapable of receiving and paying for or delivering or transferring securities which he has ordered to be bought or sold.

In addition to the above MSSSL can also close position of the client in case the client fails to pay his / her obligation/dues before pay in schedule of the exchange and/or as demanded by MSSSL. Depending on the market circumstances if MSSSL is of the view that the positions of the clients are / will be at risk then MSSSL may close the existing position without waiting for the pay in schedule of the exchange.

**h) Temporarily suspending or closing a client's account at the client's request:**

At the written request of the client, the trading account will be suspended / closed. In case client request for closing the account then the client's funds and securities due to / from client will have to be settled at the earliest. Also the client will give a confirmation of no dues (funds and securities) to MSSSL. Only after the settlement of funds and securities the clients account will be closed. If a client wishes to resume trading then client has to give a written request to MSSSL for the same. In case after closing of account client wishes to resume trading with MSSSL then fresh KYC formalities will be done.

**i) Deregistering a client:**

MSSSL may at its sole discretion deregister a client without giving any specific reason. Necessary communication will be done by MSSSL to client in writing or by email. On giving the intimation to de-register, the client's funds and securities, if any, will be settled at the earliest. The client will be given necessary notice period as required by the SEBI/Exchanges from time to time.

Due to de-registration, MSSSL shall have the right to close out the existing open positions/contracts, sell/liquidate the margin (in any form) to recover its dues, if any, before de-registering the client. Any action taken by MSSSL in terms of this policy shall not be challenged by the client, and MSSSL shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result. Also while de-registering the client, MSSSL may retain certain amount/securities due/belonging to the client for meeting any future losses, liability, penalties, etc. arising out of dealing of the client with MSSSL. In case if any securities retained by MSSSL is sold/liquidated to recover any such losses, liability, penalties, etc., MSSSL shall have the sole authority to decide the scrip, the mode, manner and the price at which to effect the sale of securities and the client cannot raise any dispute as to the manner, mode and the price at which the securities are sold by MSSSL.

In any of the above circumstances, if the client is able to justify his / her, circumstances / reasons either by producing any record, document or otherwise to the full satisfaction of MSSSL, then MSSSL may reconsider its decision of de-registering the client. However in no circumstances any action taken by MSSSL till the date of re-registration shall be challenged by the client and MSSSL shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

**j) Treatment of inactive accounts:**

Client account will be considered as inactive if a client does not trade for a period of one year. Review will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive. The shares/credit ledger balance, if any, will be transferred to the client within one week of identifying the client as inactive. The client has to make written request for reactivation of the account.

**k) Miscellaneous Operational Policies:**

Trading in Exchange is in electronic mode, based on VSAT, leased line, ISDN, modem and VPN, combination of technologies and computer systems to place and route orders.

**Client Acceptance of Policies and Procedures stated herein above:**

I/We have fully understood and agree to the policies and procedures as stated herein above and do hereby agree not to call into question the validity, enforceability and applicability of any provision / clauses this document any circumstances whatsoever. These Policies and Procedures may be amended / changed unilaterally by the broker from time to time. I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and MSSSL before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

Client Signature:

Name of the Client:

Date:

## TARIFF SHEET

	CASH SEGMENT			
	Trading		Delivery	
	Minimum Rs.	Percent		Minimum Rs.
1 <sup>st</sup> side		2 <sup>nd</sup> side		
General Rates				
Special Rates				

	EQUITY FUTURES			
	Same Day		Any Day	
	Minimum Rs.	Percent		Minimum Rs.
1 <sup>st</sup> side		2 <sup>nd</sup> side		
General Rates				
Special Rates				

	EQUITY OPTIONS			
	Same Day		Any Day	
	Minimum Rs.	Percent		Minimum Rs.
1 <sup>st</sup> side		2 <sup>nd</sup> side		
General Rates				
Special Rates				

- The above rates are exclusive of Transaction Charge, Stamp Duty, Securities Transaction Tax and Service Tax which will be charged extra at the rate prevailing from time to time.
- The General rates as mentioned here shall be applied unless the special rates as may be agreed by the sub-broker/ Authorised Person/Introducer and client and the same are mentioned here.

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Client's Signature

Signature of Sub-broker/Authorised Person/Introducer

Signature of Broker

## **NON-MANDATORY DOCUMENTS**

## Prevention of Money Laundering Act 2002 (PMLA)

Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrument or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble.

The **Prevention of Money Laundering Act, 2002 (PMLA)** has been brought into force with effect from 1<sup>st</sup> July 2005. The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialise or canalise the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes. This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.

This Act is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets. It is an obligation of the entities to whom this Act is applicable, **to report** certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.

Transactions which are supposed to be reported are:

- All cash transactions of the value of more than Rs.10Lakhs or its equivalent in foreign currency.
- All series of cash transactions integrally connected to each other which have been valued below Rs.10Lakhs or its equivalent in foreign currency, such series of transactions within one calendar month.
- All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into/from any non monetary account such as Demat account, security account maintained by the registered intermediary. “Suspicious transactions” means a transaction whether or not made in cash which to a person acting in good faith –
  - gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
  - appears to be made in circumstances of unusual or unjustified complexity; or
  - appears to have no economic rationale or bonafide purpose.
- Any such above types of transaction, though not executed but attempted and failed are also required to be reported.
- The suspicious transaction can be related to the transaction under the circumstances such as:-
  - clients whose identity verification seems difficult or clients that appear not to co-operate;
  - asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
  - clients based in high risk jurisdictions;
  - substantial increases in business without apparent cause;
  - clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
  - Attempted transfer of investment proceeds to apparently unrelated third parties;
  - Businesses undertaken by offshore banks/financial services,
  - Businesses reported to be in the nature of export/import of small items.
  - Unusual transactions by Clients of Special Categories (CSCs).
  - Clients of Special Categories may include -
    - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations;
    - Companies having close family shareholdings or beneficial ownership;
    - Politically Exposed Persons (PEP);
    - Companies offering foreign exchange offerings;
    - Clients in high risk countries;
    - Non face to face clients;
    - Clients with dubious reputation as per public information available

No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.

While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act. All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.

These are the highlights of the requirements under the Act. The Sub-brokers must ensure sufficient information about the client have been furnished. Sub-brokers / Authorised Persons / Remissers are advised to go through SEBI master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf> for detailed information and understanding and also to visit the website of FIU-IND at <http://fiuindia.gov.in>.

In the true spirit of the agreement the Trading Member believes that each and every transaction done by the client is genuine. The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act. As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.

For any further clarifications or information on the subject, principal officer may be contacted.

## RUNNING ACCOUNT AUTHOISATION

To,  
Modern Shares and Stockbrokers Ltd.,  
Mumbai.

I/We are dealing through you as a client in capital market and/or Future and Option segment and in order to facilitate ease of operations and upfront requirement of margin for trade, I/We authorize you as under:

1. I/We request you to maintain running balance in my/our account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.
2. I/We request you to retain securities with you for my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing Corporation, unless I/We instruct you to transfer the same to my/our account.
3. I/We request you to settle my fund and securities account  ones in monthly;  ones in quarterly; or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligation and may also retain funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.
5. I/We confirm that I/We will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
6. I/We understand that this authorization can be revoked by me/us anytime by giving a written intimation to this effect at the registered/corporate office of the broker. However, the revocation shall be effective prospectively from the date of its receipt and shall not affect the rights of the broker to take necessary actions under this authorization with respect to the outstanding obligations of already executed transaction till the date of receipt of the revocation intimation.

Thanking you,

Yours Faithfully,

Signature:  \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Client Code: \_\_\_\_\_

### **Client Defaulter Declaration**

To,  
Modern Shares and Stockbrokers Limited  
L& M Wankhede Stadium, D Road,  
North Stand, Churchgate,  
Mumbai- 400 020  
Tel No : 022- 42122400 (10 Lines) Fax : 022-42122441

Sub: Default Declaration

I/We have made application with requisite documents to you to open trading account for execution of trades on my/our behalf as per instruction given by me/us from time to time in various segment like Cash and/or F&O segments of various stock exchanges like National Stock Exchange of India Ltd. (NSE) and / Bombay Stock Exchange Ltd (BSE) (hereinafter called as “the Stock Exchange(s)”) as my/our broker.

I/We do hereby declare that I/we have not been involved in any terrorist activity and I/we have not been declared as defaulter or my/our name is/are not appearing in defaulter database as per SEBI/Various Exchanges/Regulatory Bodies/CIBIL (Credit Information Bureau of India ltd.) etc.

Thanking You,

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Clients Signature

Note : The above declaration is to be given by the client, if the client has not been declared as defaulter.



**Declaration of Mobile Number**

To,  
Modern Shares and Stockbrokers Limited  
L& M Wankhede Stadium, D Road,  
North Stand, Churchgate,  
Mumbai- 400 020  
Tel No : 022- 42122400 (10 Lines) Fax : 022-42122441

Sir,  
I/We have made application with requisite documents to open trading account for execution of trades on my/our behalf as per instruction given by me/us from time to time in various segment like cash/capital and/or F&O segment of various stock exchanges like National Stock Exchange of India Ltd. (NSE) and /or Bombay Stock Exchange Ltd (BSE) (hereinafter called as “the Stock Exchange(s)”) as my/our broker.

I/We, do hereby declare that my/our mobile number is\_\_\_\_\_. Further, I/we authorize that the same may be used for giving me any information/alert/sms/calls.

I/we will intimate any change in the mobile number mentioned herein above through a letter in writing to you.

I/We further declare the above mentioned statement is true and correct.

Thanking You,

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Clients Signature

## Consent Letter for Electronic Contract notes etc by E-mail Id(s)

To,  
Modern Shares and Stockbrokers Limited,  
Wankhede Stadium, L & M Wing, 'D' Road, North Stand,  
Churchgate, Mumbai - 400 020.

Sub. : Consent to send various documents in soft copy on Email.

- 1) I/We have made application with requisite documents to you to open trading account for execution of trades on my/our behalf as per instruction given by me/us from time to time in various segment like Cash and/or F&O segment of various stock exchanges like National Stock Exchange of India Ltd. (NSE) and / or Bombay Stock Exchange Ltd. (BSE) etc. (hereinafter called as "the Stock Exchange(s)") as my/our broker.
- 2) I/We understand that, I/we have the option to receive the contract notes, bills, ledgers, transaction statements, Demat statement, holding statement(s)/bills or other statement(s), notices, Circulars, amendments and such other correspondence, documents, records in physical form or digitally signed electronic form. In pursuance of the same, I/we hereby opt for receipt of contract notes, bills, ledgers, transaction statements, Demat statement, holding statement(s)/bills or other statement(s), notices, Circulars, amendments and such other correspondence, documents, records in digitally signed electronic form to my/our e-mail Id(s)
  - Email : 1 \_\_\_\_\_
  - Email : 2 \_\_\_\_\_
- 3) I/We hereby confirm that the above email id(s) is/are my/our default e-mail id(s) for the purpose of receiving all the above documents or any other correspondence.
- 4) I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email id(s).
- 5) I/We agree not to hold you responsible for late/non-receipt of contract notes, bills, ledgers, transaction statements, Demat statement, holding statement(s)/bills or other statement(s), notices, Circulars, amendments and such other correspondence, documents, records sent in digitally signed electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit, delayed delivery notification by email service provider, email is blocked by the user/client or by the email service provider etc.
- 6) I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non-receipt/delayed receipt for any reason whatsoever.
- 7) I/We understand that I/we am/are required to intimate any change in the email id(s) mentioned herein above by me/us through a physical letter to you.
- 8) I/We understand that I/we have power to withdraw this consent.
- 9) Unless I/we withdraw this consent, I/We hereby authorize you to continue to send the above documents in digitally signed electronic form on the above email id(s).

Thanking You,

X12

Clients Signature

### Acknowledgement from client

Modern Shares and Stockbrokers Limited,  
L& M Wing, Wankhede Stadium,  
North Stand, 'D' Road, Churchgate,  
Mumbai – 400 020.

I/We have received the copy of full set of Client Registration form (KYC), Risk Disclosure Document and all other documents executed with you by me/us.

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

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Client Signature

Client Name

**Format of BOARD RESOLUTION**  
**(to be given on the letter head of the corporate)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_, HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_ HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 AT \_\_\_\_\_ A.M./PM.

“RESOLVED THAT the company be registered as CONSTITUENT with MODERN SHARES & STOCKBROKERS LIMITED, MEMBER of the National Stock Exchange of India (NSE)/ Bombay Stock Exchange Limited (BSE) for the purpose of dealing in equities, derivatives, debentures, debt products and the said MEMBER be and is hereby authorised to honor instructions, oral or written, given on behalf of the company by any of the under noted authorised signatories”.

Sr.No.	Name	Designation	Specimen Signature
1			
2			
3			

“Who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise deal through MODERN SHARES & STOCKBROKERS LTD. on behalf of the company.”

“FURTHER RESOLVED THAT Mr. \_\_\_\_\_ and / or Mr. \_\_\_\_\_ Directors of the Company be and are hereby severally authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to give effect to this resolution.”

“AND FURTHER RESOLVED THAT the Common Seal of the company be affixed, wherever necessary in the presence of any one Director and the Company Secretary, who shall sign the same in token of their presence.”

Certify true Copy

For \_\_\_\_\_  
(Name of the company)

Director :

Place :  
Date