Ref: 11-12/ISS/CRD/723/MM

September 6th 2011

То

All Registered Intermediaries of ISS

Sub: Simplification and Rationalization of Trading Account Opening Process

This is with reference to the SEBI circular No. CIR/MIRSD/16/2011 dated August 22, 2011 regarding Simplification and Rationalization of Trading Account Opening Process.

In this regard please find the attached new client registration form. Please take the print out of the same only in A 4 size paper with 11 font size to comply with regulators. Members are requested to use this soft copy until we provide you with the newly printed KYC hard copies. All clients registering from 7th September 2011 are requested to use the attached format.

In case of any additional clarification / guidance, members are requested to contact the following officials or undersigned:

Mr. Sudhir Devghare 022-67941162

Ms. Nilambari Tawde 022-67941144

Email Id: <u>clientregiss@iseindia.com</u>

For ISE SECURITIES AND SERVICES LTD.

Martin K Mani

Manager-CRD (HOD) ISE- Securities & Services Ltd International Infotech Park Vashi , Navi Mumbai Mob; 9321085883 Phone: 022-67941162

Encl: 1. SEBI circular CIR/MIRSD/16/2011 dated August 22, 2011 along with Annexure 1 to 6 2. Application for client registration



## **ISE Securities & Services Limited**

International Infotech Park, Tower No. 7, 5th Floor, Sector-30, Vashi, Navi Mumbai-400 703. Tel : (022) 6794 1100 / 2781 2056 / 58 / 59 / 60 Fax : (022) 2781 2061 e-mail : helpdesk@iseindia.com Internet URL : http://www.iseindia.com



For redressal of investor grievance e-mail to : invgrieviss@iseindia.com

#### Ref: 11-12/ISS/CRD/723/MM

September 6<sup>th</sup> 2011

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In case of any additional clarification / guidance, members are requested to contact the following officials or undersigned:

Name	Direct No	Email Id
Mr.Sudhir Devghare	022-67941162	aliantragise@issindia.com
Ms.Nilambari Tawde	022-67941144	clientregiss@iseindia.com

For ISE SECURITIES AND SERVICES LTD.

Martin K Mani

Manager-CRD (HOD) ISE- Securities & Services Ltd International Infotech Park Vashi , Navi Mumbai Mob;9321085883 Phone:022-67941162

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2. Application for client registration



#### **ISE Securities & Services Limited**

International Infotech Park, Tower No. 7, 5th Floor, Sector-30, Vashi, Navi Mumbai - 400 703. Tel.: (022) 6794 1100 / 2781 2056 / 58 / 59 / 60 Fax: (022) 2781 2061 e-mail : helpdesk@iseindia.com Internet URL: http://www.iseindia.com



For redressal of investor grievance e-mail to : invgrieviss@iseindia.com

Ref: 11-12/ISS/CRD/701/MM

August 26, 2011

То

#### All Registered Intermediaries of ISS

## Sub: Simplification and Rationalization of Trading Account Opening Process

This is with reference to the SEBI circular No. CIR/MIRSD/16/2011 dated August 22, 2011 regarding Simplification and Rationalization of Trading Account Opening Process. A copy of the same is enclosed herewith, for your ready reference. We will be introducing the new client registration documents and will update you the same as soon as it is ready.

In case of any additional clarification / guidance, members are requested to contact the following officials or undersigned:

Name	Direct No	Email Id
Mr.Sudhir Devghare	022-67941162	clientregiss@iseindia.com
Ms.Nilambari Tawde	022-67941144	Cherniegios Conservation

#### For ISE SECURITIES AND SERVICES LTD.

Jum le Mini

Martin K Mani

Manager-CRD (HOD) ISE- Securities & Services Ltd International Infotech Park Vashi , Navi Mumbai Mob;9321085883 Phone:022-67941162

Encl: SEBI circular CIR/MIRSD/16/2011 dated August 22, 2011 along with Annexures 1 to 6

## भारतीय प्रतिभूति और विनिमय बोर्ड Securities and Exchange Board of India

#### CIRCULAR

#### CIR/MIRSD/16/2011

August 22, 2011

#### All Recognized Stock Exchanges

Dear Sirs,

#### Subject: Simplification and Rationalization of Trading Account Opening Process.

- 1. SEBI has been getting feedback from the investors that the present trading account opening procedure is very cumbersome. The investor has to enter into a number of agreements depending on his trading preferences i.e. stock exchanges, segments, internet / wireless technology based trading, etc. As a result, it requires a large number of signatures on various documents devised by the stock brokers/trading members.
- 2. With a view to simplify and rationalize the account opening process, we have reviewed, consolidated and updated all the documents/requirements prescribed in respect of account opening process over the years, in consultation with major stock exchanges and market participants. The simplification includes replacement of all client-broker agreements with the 'Rights and Obligations' document, which shall be mandatory and binding on the existing and new stock brokers (including trading members) and clients. Accordingly, SEBI (Stock Broker and Sub-Broker) Regulations, 1992 have been amended suitably vide notification No. LAD-NRO/GN/2011-12/19/26273 dated August 17, 2011.
- 3. SEBI has devised the uniform documentation to be followed by all the stock brokers / trading members; a copy thereof to be provided by them to the clients. The details of such documents are listed below:
  - i. Index of documents giving details of various documents for client account opening process <u>Annexure-1</u>
  - **ii.** Client Account Opening Form in two parts:
    - **a.** Know Your Client (KYC) form capturing the basic information about the client and instruction/check list to fill up the form <u>Annexure-2</u>.
    - b. Document capturing additional information about the client related to trading account -<u>Annexure-3.</u>
- iii. Document stating the Rights & Obligations of stock broker, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading)- <u>Annexure-4.</u>
- iv. Uniform Risk Disclosure Documents (for all segments / exchanges) Annexure-5.
- v. Guidance Note detailing Do's and Don'ts for trading on exchanges Annexure-6.
- 4. In the account opening process, the stock brokers / trading members would also give the following useful information to the clients:
  - a. A tariff sheet specifying various charges, including brokerage, payable by the client to avoid any disputes at a later date.

## मारतीय प्रतिभूति और विनिमय बोर्ड Securities and Exchange Board of India

- b. Information on contact details of senior officials within the stock broking firm and investor grievance cell in the stock exchange, so that the client can approach them in case of any grievance.
- 5. It may be noted that any voluntary clause / document added by the stock brokers shall form part of the non-mandatory documents. The stock broker shall ensure that any voluntary clause/document shall neither dilute the responsibility of the stock broker nor it shall be in conflict with any of the clauses in the mandatory documents, Rules, Bye-laws, Regulations, Notices, Guidelines and Circulars issued by SEBI and the stock exchanges from time to time. Any such clause introduced in the existing as well as new documents shall stand null and void.
- 6. The client will now be required to sign only on one document i.e. Account Opening Form. Further, in the same form, the client shall continue to put his signatures instead of saying 'yes' or 'tick mark' while indicating preferences for trading in different exchanges / segments, in accordance with existing requirements. However, in case the investor wants to avail Running Account facility, execute Power of Attorney, etc., he would have to give specific authorization to the stock broker in order to avoid any dispute in the future.
- 7. In case the stock broker is also a depository participant, he can use the same KYC form (as specified in Annexure-2) for basic details and take additional information pertaining to demat account.
- 8. The stock brokers shall take necessary steps to implement this circular immediately and ensure its full compliance in respect of all new clients acquired on or after 15 days from the date of this circular.
- 9. The following SEBI circulars shall stand modified to the extent of the above changes:
  - a. No.SMD/POLICY/CIRCULR/5-97 dated April 11, 1997
  - b. No. SMD/POLICY/CIRCULAR/11-97 dated May 21, 1997
  - c. No. FITTC/DC/CIR-3468/98 dated December 03, 1998
  - d. No. SMDRP/POLICY/CIR- 06/2000 dated January 3, 2000
  - a. No. SEBI/MRD/SE/Cir- 37/2003 dated September 30, 2003
  - e. No. SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004
  - f. No. MIRSD/SE/Cir-19/2009 dated December 3, 2009
  - g. No. CIR/MRD/DP/25/2010 dated August 27, 2010
  - h. No. CIR/MRD/DP/26/2010 dated August 27, 2010
- 10. The Stock Exchanges are directed to:
  - a. bring the provisions of this circular to the notice of the Stock Brokers and also disseminate the same on their websites.
  - b. make necessary amendments to the relevant bye-laws, rules and regulations for the implementation of the above decision in co-ordination with one another to achieve uniformity in approach.
  - c. communicate to SEBI, the status of the implementation of the provisions of this circular Monthly Development Report of the following month; and
  - d. monitor the compliance of this circular through half-yearly internal audit and inspections of stock brokers.



11. This circular is issued in exercise of powers conferred under Section 11(1) of the Securities and Exchange Board of India Act, 1992 to protect the interests of investors in securities and to promote the development of, and to regulate the securities markets.

Yours faithfully,

B. N. Sahoo Deputy General Manager 022-26449250 email: biranchins@sebi.gov.in

**Enclosures: Annexures 1-6** 

### Annexure - 1

## **ACCOUNT OPENING KIT**

#### **INDEX**

S. No.	Name of the Document	Brief Significance of the Document	Page No		
	MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES				
1	1         Account Opening Form         A. KYC form - Document captures the basic inform about the constituent and an instruction/check list.           B. Document captures the additional information about				
		constituent relevant to trading account and an instruction/check list.			
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).			
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 describing significant policies and procedures of the stock broker (to be added by the stock broker).			
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker).			
	VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER				
7					
8					

Name of stock broker/trading member/clearing member:	
SEBI Registration No. and date:	
Registered office address:	
Ph: Fax: Website:	
Correspondence office address:	
Ph: Fax: Website:	
Compliance officer name, phone no. & email id:	
CEO name, phone no. & email id:	

For any grievance/dispute please contact stock broker (name) at the above address or email id- <u>xxx@email.com</u> and Phone no. 91-XXXXXXXXXX. In case not satisfied with the response, please contact the concerned exchange(s) at <u>xyz@email.com</u> and Phone no. 91-XXXXXXXXX.

## Annexure - 2

#### KNOW YOUR CLIENT (KYC) APPLICATION FORM

	For Individuals	PHOTOGRAPH
Ple	ase fill this form in ENGLISH and in BLOCK LETTERS.	Please affix your
<b>A</b> .	IDENTITY DETAILS	recent passport size photograph
1.	Name of the Applicant:	and sign across it
2.	Father's/ Spouse Name:	
3.	a. Gender: Male/ Female b. Marital status: Single/ Married c. Date of birth:	_(dd/mm/yyyy)
4.	a. Nationality: b. Status: Resident Individual/ Non Resident/ F	oreign National
5.	a. PAN: b. Unique Identification Number (UID)/ Aadhaar, if any:	
6.	Specify the proof of Identity submitted:	
Β.	ADDRESS DETAILS	
1.	Address for correspondence:	
	City/town/village: Pin Code: State: Country:	
2.	Contact Details: Tel. (Off.) Tel. (Res.) Mobile No.: Fax: Email in	d:
3.	Specify the proof of address submitted for correspondence address:	
4.	Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): City/town/village: Pin Code: State: Country:	
5.	Specify the proof of address submitted for permanent address:	
<b>C</b> .	OTHER DETAILS	
1.	Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-1 Lac / >25 Lacs or	0 Lac / 10-25
	Net-worth as on (date) () (Net worth should not be older than 1 year	)
2.	Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Serv Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others	
3.	Please tick, if applicable: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)	)
4.	Any other information:	
DE	CLARATION	
info	ereby declare that the details furnished above are true and correct to the best of my knowledge and belief and orm you of any changes therein, immediately. In case any of the above information is found to be fals sleading or misrepresenting, I am aware that I may be held liable for it.	
Sig	nature of the Applicant Date: (e	dd/mm/yyyy)
	FOR OFFICE USE ONLY	
	(Originals verified) True copies of documents received	
	(Self-Attested) Self Certified Document copies received	
	) nature of the Authorised Signatory	
Dat	e Seal/Stamp of t	he intermediary

#### KNOW YOUR CLIENT (KYC) APPLICATION FORM

<b>A. I</b> 1. 2. 3.	ase fill this form in ENGLISH and in BLOCK LETTERS. DENTITY DETAILS Name of the Applicant:	Please affix the recent passport size photographs and sign across i
1. 2. 3.	Name of the Applicant:	size photographs
2. 3.		
3.	Date of incorporation: (dd/mm/aaaa) & Place of incorporation:	1
4	Date of commencement of business:	_ (dd/mm/yyyy)
4.	a. PAN: b. Registration No. (e.g. CIN):	
5.	Status (please tick any one):	
	Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Ba Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify)	
B. <i>A</i>	ADDRESS DETAILS	
1.	Address for correspondence:	
	City/town/village: Pin Code: State: Country:	
2.	Contact Details: Tel. (Off.) Tel. (Res.) Mobile No.: Fax: Email in	d:
3.	Specify the proof of address submitted for correspondence address:	
4.	Registered Address (if different from above):	
5.	Specify the proof of address submitted for registered address:	
C. (	OTHER DETAILS	
1.	Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-1 Lac / 25 Lacs-1 crore/ > 1 crore	0 Lac / 10-25
2.	Net-worth as on (date) (dd/mm/yyyy): (*Net worth should not be old	er than 1 year,
3.	Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole	
4.	DIN/UID of Promoters/Partners/Karta and whole time directors:	
5.	Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Truste directors: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)	es/whole tim
6.	Any other information:	
DE(	CLARATION	
und	e hereby declare that the details furnished above are true and correct to the best of my/our knowledge and ertake to inform you of any changes therein, immediately. In case any of the above information is found ue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.	
Nan	ne & Signature of the Authorised Signatory Date:	_ (dd/mm/yyyy
	FOR OFFICE USE ONLY	
-	(Originals verified) True copies of documents received	
_		
	(Self-Attested) Self Certified Document copies received	
(	(Self-Attested) Self Certified Document copies received) nature of the Authorised Signatory	

#### **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.
- 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.
- 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.

- 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 upto Rs 50, 000/- p.a.
- 5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

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

Types of entity	Documentary requirements
Corporate	<ul> <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> </ul>
	Authorised signatories list with specimen signatures.
Partnership firm	<ul> <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>
Trust	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Certificate of registration (for registered trust only).</li> <li>Copy of Trust deed.</li> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	<ul> <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>
Unincorporated	Proof of Existence/Constitution document.
association or a body of individuals	<ul> <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>
Banks/Institutional	Copy of the constitution/registration or annual report/balance sheet for the last 2 financial
Investors	<ul> <li>Authorized signatories list with specimen signatures.</li> </ul>
Foreign	Copy of SEBI registration certificate.
Institutional Investors (FII)	Authorized signatories list with specimen signatures.
Army/ Government	Self-certification on letterhead.
Bodies	<ul> <li>Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul> <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 Pulse and Pue Laws certified by the Chairman/Socretary</li> </ul>
	True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

### Annexure – 3

#### TRADING ACCOUNT RELATED DETAILS

#### For Individuals & Non-individuals

#### A. BANK ACCOUNT(S) DETAILS

Bank Name	Branch address	Bank account no.	Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	MICR Number	IFSC code

#### B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

#### C. TRADING PREFERENCES

\*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.

Exchanges	Segments		
Name of the Exchange -1	Cash F&O		Currency Derivative Name of other Segment s, if any
Name of the Exchange -2	Name of the Segments -1, 2		

# 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.

#### D. PAST ACTIONS

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:

#### E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

•	If client is dealing through the sub-broker, provide the follo Sub-broker's Name:	wing details: SEBI Registration number:
	Registered office address:	Ph: Fax: Website:
•	Whether dealing with any other stock broker/sub-broker provide details of all)	
	Name of stock broker:	Name of Sub-Broker, if any:
	Client Code:Exchange:	
	•	r/sub- broker:
F.	ADDITIONAL DETAILS	
•	Whether you wish to receive physical contract note or Elec Specify your Email id, if applicable:	· · · · · · · · · · · · · · · · · · ·
•	Whether you wish to avail of the facility of internet trading/	wireless technology (please specify):
•	Number of years of Investment/Trading Experience:	•••
	, , , , , , , , , , , , , , , , , , , ,	

In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:
 Any other information:

#### G. INTRODUCER DETAILS (optional)

(Name) (Middle Name)
zed Person/Existing Client/Others, please specify
I/We do not wish to nominate
Relationship with the Nominee:
Date of Birth of Nominee:
phone no. of Guardian:
der has made nomination)
Name
Signature
Address

#### DECLARATION

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

Place	
Date	

(-----) Signature of Client/ (all) Authorized Signatory (ies)

#### FOR OFFICE USE ONLY

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.

## Signature of the Authorised Signatory

Date .....

#### 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	Self declaration with relevant supporting documents.
assets.	

\*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 thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and 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 thereunder.

#### 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 non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
- 20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring 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, interalia, 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 Bye-laws, 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.)

- 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.

#### **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 <u>www.exchange.com</u> and SEBI website <u>www.sebi.gov.in</u>.
- 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 subbroker. 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 for maintaining running account, 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 shall maintain 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 gives 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.



## **ISE SECURITIES & SERVICES LTD.**

(A Stock Broking Institution Promoted by Inter-connected Stock Exchange of India Ltd.)

International Infotech Park, Tower 7, 5th Floor, Vashi, Navi Mumbai - 400 703. Tel.: (022) 2781 2056/58/62 Fax: (022) 2781 2061 E-mail: clientregiss@iseindia.com Internet URL: http://www.isesec.com

Member: National Stock Exchange of India Limited (NSE) Bombay Stock Exchange Limited (BSE) MCX Stock Exchange Limited (MCX-SX)

## **SEBI Registration Numbers**

NSE : INB231077737 (Equities Segment) INF231077737 (Futures & Options Segment) INE231077737 (Currency Derivatives Segment) BSE : INB011077733 (Equities Segment) MCX-SX : INE261077737 (Currency Derivatives Segment)

Sub-broker Name: _	
Sub-broker Code:	
Client Name:	J.
Client Code:	
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## ACCOUNT OPENING KIT

## **INDEX OF DOCUMENTS** -

Sr. No.	Name of the Document	Brief Significance of the Document	Page No
	MANDATORY DOCUMEN	TS AS PRESCRIBED BY SEBI & EXCHANGES	3
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	3
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	12
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	18
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	24
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	29
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker (to be added by the stock broker).	31
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker).	35
	VOLUNTARY DOCUMEN	ITS AS PROVIDED BY THE STOCK BROKER	
7	Non Mandatory Rights & Oblication	Document describing supplementary rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges	36
8	Formats	Formats for giving specific letters to ISS	43
9	Running Account Authorization	Helps the client to enjoy exposures linked to credit in the trading account.	46
11.	Letter of Authority-CASH/ F&O/ Currency Segment (Annexure-10)	To enable the trading member to act upon the clauses mentioned in the letter of authority.	47
10	Power of Attorney	Format of the Power of attorney to be issued by client authorizing trading member to operate his Demat account for meeting exchange obligations.	49



**ISE Securities & Services Ltd.** 

#### SEBI Registration No. & Date:

Member: NSE-SEBI Regn. No. INB231077737 (Equities Segment), Date: 24 February, 2000. Member Code:10777 NSE-SEBI Regn. No. INF231077737 (Futures & Options Segment), Date: 13 February, 2002. Member Code:10777 NSE-Currency Sebi Regn. No:INE231077737, 11 December, 2008. (Currency Derivative Segment) BSE-SEBI Regn. No. INB011077733 (Equities Segment), Date: 13 April, 2004. Member Code: 918 MCX-SX-Sebi Regn No:INE261077737, Date: 12 August, 2009. (Currency Derivative Segment)

Registered Office Address :	International Infotech Park, Tower 7, 5 <sup>th</sup> floor 30, Vashi, Navi Mumbai - 400 703 Phone: (022) 27812056/57/62 Fax: (022) 27812061, 67941134 Website: www.isesec.com
Correnspondence Office Address	: International Infotech Park, Tower 7, 5 <sup>th</sup> floor 30, Vashi, Navi Mumbai - 400 703 Phone: (022) 27812056/57/62 Fax: (022) 27812061, 67941134 Website: www.isesec.com
•	Mayank Mehta 022 - 6794 1128,2781 2056 / 58 / 59 / 60 / 62 mayankm@iseindia.com
Phone no :	<ul> <li>K M Sivaraman</li> <li>022 - 2781 2056 / 58 / 59 / 60 / 62</li> <li>sivaraman@iseindia.com</li> </ul>

For any grievance/dispute please contact stock broker **ISE Securities & Services Limited** at the above address or email at invgrieviss@iseindia.com or call on (022) - 6794 1171. In case not satisfied with the response, please contact the concerned exchange(s). For BSE mail at is@bseindia.com or call on (022) - 2272 8097, for NSE mail at ignse@nse.co.in or call on (022) - 2659 8190 and for MCX mail at investorcomplaints@mcx-sx.com or call on (022) - 6731 8888.

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

#### **For Individuals**

Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS														
	First I	lame												
Name of the Applicant	Middle	e Name									PHOTOGRAPH Please affix your			
	Surna	те									ecent pa	asspo	rt	
	First I	lame									ze phot d sign a			
Father's / Spouse Name	Middle	e Name												
	Surna	те												
Gender	Male		Fem	ale		Mai	rital	Status	Sing	gle	Ma	rried		
Date of Birth	D	D	M	M	Y	Υ	Y	Υ	Natio	onality				
Status	Resid Indivi					Non Reside	ent			Fore Nati	eign onal			
PAN														
Unique Identifi	cation	Numbe	er (UID	<b>)</b> / Aa	dhaa	ar, if a	ny				<b>I</b>			
Specify the pro	of of I	dentity	subm	itted										
				B. AD	DRE	SS D	ETAI	LS						
Address for														
correspondence	e													
	City		Pin Co					Code						
	Stat	e		Count					ntry					
Contact Details	Pho	ne (Off.)	)	Mobi					ile No.:					
Fax									Emai	l id:				
Specify the pro for corresponde				itted										
Permanent					1									
Address (If different from														
above or overse														
address, manda for Non-Residen		City							Pin	Code				
Applicant)	State	;						Οοι	Intry					

Specify the proof of address submitted for correspondence address:	

	C. OTHER DETAILS						
Gross Annual Income Details (please specify) Income Range per annum	Below Rs 1 Lacs    1-5 Lacs    5-10 Lac      10-25 Lacs    Above 25 Lacs						
	)r						
Net-worth as on (date)	D D M M Y Y Y Amount						
Net worth should not be older than 1 ye							
Occupation	Private Sector Public Sector Government Service						
	Business Professional Agriculturist/ Retired						
	Housewife Student Others						
Please tick, if applicable:	Politically Exposed Person (PEP)/						
	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 changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Applicant

Date: \_\_\_\_\_ (dd/mm/yyyy)

#### FOR OFFICE USE ONLY

(Originals verified) True copies of documents received

(Self-Attested) Self Certified Document copies received

Signature of the Authorised Signatory

Date:	(dd/mm/yyyy)
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Seal/Stamp of the intermediary

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

#### For Non-Individuals

Please fill this form	in EN	GLISH a	and in I	BLOCI	KLET	TEF	rs							
		A. ID	ENTITY	<b>DET</b>	AILS									
Name of the Company / Firm Applicant entity	1	PHOTOGRAP Please affix yo recent passpo size photogra								your port				
Date of incorpor	ation:									and sign across it				
Place of incorpo	ration													
Date of commen	icemei	nt of b	usines	S										
a. PAN:														
b. Registration N (e.g. CIN):	lo.													
Status	000)	Privat	e Limit	ed Co		В	ody Co	orpor	ate 🗌		Trust			
(please tick any	one)	Public	: Ltd. C	0		P	artners	ship			Charit	ies		
	NGO'	S			F	11			ב	AOP				
		FI				HUF				Bank				
		Government Body			Defense				AOP					
		Non-Government			B	01				Societ	Ϋ́Υ			
		LLP Others (please spe					se spe	cify) _						
			F		RESS	DF	TAILS							
Address for			-											
correspondence														
	City								Pin C	ode				
	State								Coun	itry				
Contact Details	Phone	e (Off.)							Mobi	le No	.:			
	Fax								Emai	l id:				
Specify the proof for corresponder			submit	ted										

Registered Address				
(if different from above)				
			Din Codo	
	City State		Pin Code Country	
Specify the proof of		ed	country	
for correspondence				
		C. OTHER DETAILS		
Gross Annual Incom		Below Rs 1 Lacs	1-5 Lacs	5-10 Lacs
Details (please speci Income Range per an		10-25 Lacs	25 Lacs-1 cror	e Morethan 1 crore
*Net-worth as on	D	M M Y Y	Y Amount	
		(*Net wor	th should not be	e older than 1 year)
Details about Pr		rs, Karta, Trustees, Dire	ctors, Whole ti	me Directors
Please tick and fill the		Authorised Signatories ble with recent photograp	h	
	Partners Ka		Directors	
Whole TimeDirecto	ors 🗌 Au	thorised Signatories	Others:	
1	)etails	Address	P	hotograph
Name				
		_		PLEASE PASTE PASSPORT SIZE
PAN No.				PHOTO HERE AND SIGN ACROSS IT
				©
DIN/UID No.		Phone No.		
	details as applical Partners	ble with recent photograp ta Tustees	h	
Whole TimeDirecto		thorised Signatories	Others:	
	Details	Address		hotograph
Name				
		_		PLEASE PASTE
PAN No.				PASSPORT SIZE PHOTO HERE
				AND SIGN ACROSS IT
				©
DIN/UID No.		Dhomo No		
		Phone No.		

Please tick and fill the details as applicable with recent photograph							
Promoters	Partners	Karta	Trustees	Direc	otors		
Whole TimeDirectors		Autho	orised Signatories	Others:			
3	Details		Address		Photograph		
Name					PLEASE PASTE		
PAN No.					PASSPORT SIZE PHOTO HERE AND SIGN ACROSS IT		
DIN/UID No.			Phone No.		©		

Please tick and fill the details as applicable with recent photograph

Promoters	Partners	Karta	Trustees	, Direc	tors
Whole TimeDirectors		Autho	rised Signatories	Others:	
4	Details		Address		Photograph
Name					PLEASE PASTE
PAN No.					PASSPORT SIZE PHOTO HERE AND SIGN ACROSS IT
DIN/UID No.			Phone No.		©

Please tick and fill the details as applicable with recent photograph

Promoters	Partners	Karta	Trustees	Direc	ctors
Whole TimeDirectors		Authori	sed Signatories	Others:	
5	Details		Address		Photograph
Name					PLEASE PASTE
PAN No.					PASSPORT SIZE PHOTO HERE AND SIGN ACROSS IT
DIN/UID No.		P	hone No.		©

signatories/Promoters/	Politically Exposed Person (PEP)/
Any other information:	

#### DECLARATION

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

Name & Signature of the Authorised Signatory

#### FOR OFFICE USE ONLY

(Originals verified) True copies of documents received

(Self-Attested) Self Certified Document copies received

Signature of the Authorised Signatory

Date: \_\_\_\_\_ (dd/mm/yyyy)

Seal/Stamp of the intermediary

Date: \_\_\_\_\_ (dd/mm/yyyy)

## 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.
- 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 upto Rs 50, 000/- p.a.
- 5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

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

Types of entity	Documentary requirements
Corporate	<ul> <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>
Partnership firm	<ul> <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. Photograph, POI, POA, PAN of Partners.</li> </ul>
Trust	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Certificate of registration (for registered trust only).</li> <li>Copy of Trust deed.</li> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	<ul> <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>
Unincorporated association or a body of individuals	<ul> <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>
Banks/Institutional Investors	<ul> <li>Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Foreign Institutional Investors (FII)	<ul> <li>Copy of SEBI registration certificate.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Army/ Government Bodies	<ul> <li>Self-certification on letterhead.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul> <li>Copy of Registration Certificate under Societies Registration Act. 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>

## TRADING ACCOUNT RELATED DETAILS

## For Individuals & Non-individuals

A. Bank Account Details (In order of preference)					
Details	Bank 1	Bank 2			
Bank Name					
Branch Address					
Bank A/c Number					
Account Type (SB/CA/NRE/NRO)					
MICR No.					
IFSC Code					
Default 🗹					
	B. Depository Account(s)	Details			
Details	DP 1	DP 2			
Depository Participant Name					
Depository Name (NSDL/CDSL)					
Beneficiary name					
DP ID					
Beneficiary ID (BO ID)					
Default 🗹					
	C. TRADING PREFERENCES				
	*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.				
9	Stock Exchanges & Market Segment o	n which you wish to trade			
NSE Equity	© NSE	Derivative ©			

# 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.

©------

©\_\_\_\_\_

MCX-SX Currency ©\_\_\_\_\_

NSE Currency

BSE Equity

NSE Mutual Fund ©\_\_\_\_\_

©\_\_\_

BSE Mutual Fund ©\_\_\_\_\_

USE Currency

## **D. PAST ACTIONS**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other a u thority a gainst the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years

Yes		Yes
-----	--	-----

No

If yes attach annexure giving details.

## E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

> If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name					
SEBI Registration number					
Registered of address:	fice				
Phone				Fax:	
Website:			1		
Whether dealing with any other stock broker/ sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)		Yes No Name of Stock Broker: Name of Sub Broker if any: Client Code Exchange Details of disputes/dues pending from/to such stock broker/sub- broker		Exchange ing from/to such stock	
			F. ADDITIOI	NAL DETAILS	
Mode of receiner notes (please		contract	Physica	I contract note	Electronic contract note
Specify your e if applicable	email	ID			
Whether you Internet Tradin (please Specify	<b>ng</b> y and	Sign)	Yes	No	©
Whether you Wireless Tech (please Specif	nolog	у	Yes	No	©
No of years of Trading exper		stment /			

 Details of authorised persons to deal in securities on behalf of company firm and others in case of none individuals clients

Name of the authorised person			
Designation			
PAN No.			
UID			
Residential Address			
Signature			
Any other information			
	RODUCER DETAILS (or		
Name of the introducer	(Surname)	(Name)	(Middle Name)
Address			
Phone No.			
Status / Relationship of introducer with ISE Securities and	Authorised person	Sub broker	Others
Services Ltd.	Existing client	Please Specify _	
Signature of the Introducer	x		
H. NOMINAT	ION DETAILS (for indiv	viduals only)	
Please tick I/We wish to nom		Ve do not wish to n	ominate
Name of Nominee			
Relationship with Nominee			
PAN of Nominee			
Date of Birth of Nominee			
Address of Nominee			
Phone No. of the Nominee			

### If Nominee is a minor, details of guardian

Name of guardian:	
Address and phone no. of Guardian	
Signature of the Guardian	Х

#### **WITNESSES** (Only applicable in case the account holder has made nomination)

Details	Witness 1	Witness 2
Name		
Signature	X	X
Address		

#### DECLARATION

- 1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any 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.

Place -----

Signature of Client/ (all)

Date -----

Authorized Signatory (ies)

#### FOR OFFICE USE ONLY

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.

#### Signature of the Authorised Signatory

Date:

#### 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 inperson' 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.

#### 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 thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and 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 Regulations of the routers/notices issued thereunder.

## 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 non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
- 20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring 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, subbroker 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 email 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 ITAct, 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 Bye-laws, 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.)

- 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.

### **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.

## 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/www.bseindia.comm www.mcx-sx.com and SEBI website 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 for maintaining running account, 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 shall maintain 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 gives 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/subbroker 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.

## a) Policy for Penny Stock

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bidask spreads, small capitalization and limited following and disclosure. Depending on the market condition and RMS policy of the company, the company reserves the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

### b) Setting up client's exposure limits

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as the number, value and/or kind of to securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need 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 limits on account of exchange/SEBI directions/limits (such broker as level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable 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 broker's 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 orders or trade in securities

through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems refuse to execute/allow and may execution of orders due to but not limited to the reason of lack of margin/securities or the order beina outside the limits set by stock broker/exchange/SEBI and any other reasons which 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.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. The payout of securities will be released after considering all liabilities / obligations (including unsettled transactions). Client may sell shares held by him in demat account, for which PoA has been provided to stock broker, without giving margin.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

c) Applicable brokerage rate :-Brokerage will becharged within th e limits prescribed by SEBI/Exchange.

## d) Imposition of penalty / delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement /schedule at the rate of 1½% per month. Similarly the stock broker will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time, as per the exchange requirement/schedule at the rate of  $1\frac{1}{2}$ % p.m., except in the cases covered by the "Running Account Authorisation" given by the client to the stock broker.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws 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 stock broker 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 orders / trades / deals / actions of the client, the same shall be borne by the client.

### e) The right to sell client's securities or close clients' positions, without giving notice to the client, on account of nonpayment of client's dues

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adiust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & borne by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to or received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions /securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

## f) Shortages in obligations arising out of internal netting of trades

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- Short delivering i) The client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 dav and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisional amount debited earlier.
- ii) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange plus 10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- iii) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the b o o k closure/record d a t e, w o u l d b e compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
- 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

We have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of nonavailability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.

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

On the request of the client in writing, client account can be suspended the temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

- i) Deregistering a client :-Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:
- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;

- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being а company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

Inactive Client account: - Client account will be considered as inactive if the client does not trade for period of 6 months. Calculation 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 the identifying the client as inactive. The client has to make written request for reactivation of their account.

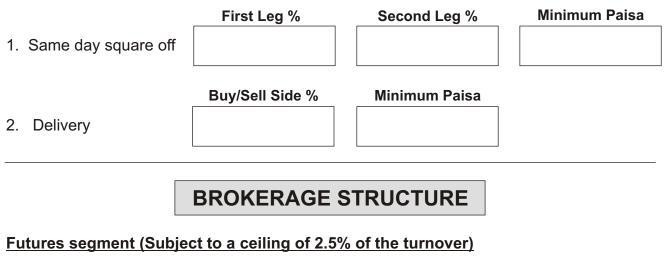
Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/ front end system, or any such other problems/glitch whereby not being able to the trading establish access to system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

## Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through any one or more means or methods. 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 always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

## **BROKERAGE STRUCTURE**

## Equity Segment (Subject to a ceiling of 2.5% of the turnover)



		CURRENCY I	DERIVA	TIVES
2.	Same day square off	Buy/Sell side Rs. Per	lot	
1.	Carryover trades	Buy/Sell side Rs. Pe	er lot	
	otions segment (Subjects 100 per lot) whicheve		<u>% of premi</u>	<u>um or</u>
2.	Same day square off			
		First Leg %		Second Leg %
1.	Carryover trades	Buy/Sell side%		
		Buv/Sall side%		

Buy/Sell side % per lot

Buy/Sell side Rs. per lot

© Client Signature :\_\_\_\_\_

- 1. The Client shall ensure that placing an order with the Sub-broker, including a market order, does not guarantee execution of the order. The Sub-broker has absolute right to reject any order that may be placed by the Client for any reason whatsoever, including breach of the requirement of maintaining the prescribed margin / deposit with the Sub-broker.
- 2. CLIENT REGISTRATION FORM: The Sub-broker shall ensure that the Client fills the Client Registration Form complete in all respects . along with relevant documents and other related aspects as mentioned in the said Client Registration Form which is annexed to this account opening kit. The Sub-broker shall forward the duly completed Client Registration Form to the Stock Broker along with this Agreement.
- 3. ORDER MODIFICATION, CANCELLATION AND TRADE **CONFIRMATION:** The Client shall ensure that the orders that are placed on the Subbroker which have to be in writing and put through the automated trading system of Exchange by the Stock Broker/Sub-broker as may result into trade upon the matching of the order in the automated trading system of Exchange and upon such matching, the trade confirmation slip or contract note or bill or contract note-cumbill shall be provided to the Client, by hand delivery, fax, post, courier or e-mail on such terms and conditions as may be stipulated in this regard.

In the event the Client desires to modify / cancel an order placed by him / it earlier, the same shall be informed to the Subbroker / Stock Broker in writing, through fax or e-mail to the Sub-broker / Stock Broker.

The Client shall ensure that his / its request / instruction for modification / cancellation of an order entered into the automated trading system of the Stock Exchange may be executed on a "best effort basis" by the Sub-broker / Stock Broker and there is no guarantee that the earlier order shall be so modified / cancelled.

The Client shall ensure that it is his / its responsibility to check the trade confirmations, contract notes, bills or statement of accounts immediately upon their receipt. All details contained therein shall be binding upon the Client, if the Client does not object in writing to any of the details within such time as may be stipulated in the Business Rules framed by the Stock Broker in this regard. In all cases, the Stock Broker reserves the right to determine the validity of any objection issued by the Client with respect to the transactions reported in the trade confirmations, contract notes, bills or statement of accounts. It is further agreed by the Client that the Stock Broker shall not be responsible for any nonreceipt of trade confirmations, contract notes, bills or statement of accounts, due to any change in the postal address or e-mail address of the Client, which has not been intimated to the Stock Broker and the Subbroker

- 4. **DIGITALLY SIGNED CONTRACT NOTES:** The Client shall ensure that if he / it so desires, the Stock Broker may provide the digitally signed contract notes, bills, statement of accounts etc. through internet or at the e-mail address of the Client or any ether electronic mode.
- i. In case the Client opts for receiving contract notes, bills, statement of accounts, etc. electronically, the Stock Broker and the Client agree that all information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail, within 48 hours after such documents are made available to the Client.
- Should the Client experience any difficulty in opening a document delivered electronically by the Stock Broker, the Stock Broker may make the delivery of the said documents once again by any other electronic means (e-mail, electronic mail attachment or in the form of download) within 48 hours after the first

instance of delivery and the same shall serve as an affirmation that the Client was able to receive and open the said document.

- iii. In case the Stock Broker is not able to provide the Contract Notes to its Client through internet due to any unforeseen technical or operational problems, the Stock Broker shall ensure that the contract notes are sent to the client in physical form, as per the time schedule stipulated in Byelaws, Rules and Regulations of the Stock Broker.
- iv. The Client shall ensure to take necessary steps to ensure confidentiality and secrecy of the login name and password. Unless the Client lodges a complaint with the Stock Broker within 48 hours from the execution of the trades as regards his inability to access his documents downloaded electronically by the Stoc Broker, it would be presumed that contract notes all other documents have been and properly delivered.
- v. The Client shall ensure that the Stock Broker fulfills its legal obligation to deliver to the Client any such document if it is sent via electronic mode.
- vi. The Client shall ensure that non-receipt of bounced mail notification by the stock Broker shall amount to delivery of contract note at the e-mail ID of the client.
- 5. **SHORTAGES:** The Client is aware that in case of purchase of securities by him / it, the Stock Broker may at times be unable to deliver the securities to the Client on the pay-out day due to non-receipt of the securities from the Stock Exchange or from other Clients of the Stock Broker who may have sold the said securities. In such a case, the securities shall be delivered to the Client as per the Business Rules formed by the Stock Broker from time to time.
- 6. **CLIENT'S AUTHORIZATION:** The Client authorizes the Stock Broker, should the Stock Broker deem it necessary, to buy, sell

or close out any part or all of the trades done by the Client in his / its account with the Stock Broker. Any and all losses, financial charges and / or incidental expenses incurred by the Stock Broker or his agent or the Sub-broker and/or any other individual, partnership firm, corporation, company, organization, association, trust or other entity acting for or on behalf of the Stock Broker in such purchase, sale or close-out transactions, shall at the discretion of the Stock Broker, be re-imbursed by the Client or charged to or borne by the Client or deducted by the Stock Broker from the monies and / or collaterals / margins of the Client available with the Stock Broker.

7. MARGINS: The Sub-broker shall ensure that the Client pays initial margin up-front on or before creating a position in any specific segment of Exchange and such initial margin payable by the Client to the Stock Broker may be higher than that payable by the Stock Broker of Exchange from time to time. It is further agreed that the Client shall be liable to pay or receive daily margins depending upon whether the price of the trades / transactions moves for or against the position taken by the Client. The Sub-broker shall ensure that the Client also pays withholding margins, special margins or such other margins as are considered necessary by the Stock-broker or the Stock Exchange from time to time.

The Sub-broker and the Client shall ensure that the Stock Broker shall be entitled to charge interest at such rate as may be determined by the Stock-Broker in its sole discretion on the debit balance in the collateral / margin and settlement account of the Client with the Stock Broker. Without prejudice to the foregoing, the Stock Broker shall be entitled to refuse execution of any orders of the Client until such time as the Client has deposited adequate collaterals / margins or funds into the collateral / margin account or settlement account, as the case may be, to the satisfaction of the Stock Broker. The Client shall ensure that except for the first and exclusive interest created by the Client in favor of the Stock Broker, without the prior written consent of the Stock Broker, it shall not cause and / or allow any collaterals/ margins or funds or securities deposited with the Stock Broker to be or become the subject matter of any lien or pledge or encumbrances of any nature whatsoever with any other person or entity.

The Sub-broker and the Client shall ensure to confirm that all collaterals / margins or funds or securities owned by the Client singly or jointly and deposited with the Stock Broker for the purpose of securing the dealings obligations of the Client as aforesaid are fully satisfied of the Client shall be subject to a continuing security, lien and set off for the discharge and satisfaction of the obligations or liabilities of the Client to the Stock Broker and /or any other individual, partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the Stock Broker. The Stock Broker may hold such collaterals / margins or funds or securities until the dues and / or obligation and the Client shall remain liable for any deficiency in relation to the Stock Broker that may arise in relation to the Stock Broker after applying the proceeds of such collaterals/margins or funds or securities.

The Sub-broker and the Client shall authorize the Stock Broker to deposit with any Depository Participant, Clearing House, any custodian or any other such authority authorized for this purpose under the applicable laws, all or part of the collaterals / margins or funds or securities placed by the Client with the Stock Broker as security for the purpose of operation of this agreement, until such time as the Client becomes eligible for delivery or refund, as the case may be, of such collaterals / margins or funds or securities.

The Stock Broker reserves the right in its sole and absolute discretion to collect additional margins even though not imposed by Exchange and / or SEBI and the Client shall be required to pay such additional margins to the Stock Broker and the Sub-broker shall ensure that the said additional margins are paid by the Client to the Stock Broker.

- 8. **TRANSACTIONS AND SETTLEMENTS;** The Sub-broker and the Client shall ensure to confirm that
  - a) unless the Stock Broker otherwise permits, all orders for purchase and / or sale of securities shall result in payment in the case of a purchase transaction and delivery of securities in the case of a sale transaction.
  - b) The Stock Broker shall be entitled to offset the purchase value of a purchase transaction against the proceeds of a sale transaction of the Client
- **OBLIGATION IN THE EVENT OF SHORT** 9. **DELIVERY** In the event the Sub-broker makes a short sale of any securities on the instructions of the Client and the Client fails to deliver the securities either, fully or in part, to the Stock Broker, the Stock Broker shall have the express authority and The Client gives to the Stock Broker such express authority to buy or otherwise arrange for the securities in question to meet the obligations arising out of such failure of the Client without any further reference to the Client. The Client and the Sub-broker jointly and severally shall be responsible for any loss / difference arising out of auctions / close-outs on account of such non-delivery or delay in delivery of securities by the Client that may be sustained by the Stock Broker as a result of such failure of the Client to deliver the securities.

Notwithstanding the aforesaid, the Stock Broker shall be entitled in its discretion to effect a short delivery to the Client for a purchase transaction, inter alia, where the counter-parties, being the seller(s) in the said transaction(s) deliver(s) short to Exchange and Exchange is not able to buy-in the securities falling short on behalf of the defaulting party and therefore closes out the transaction as per the Rules, Bye-laws and Regulations of Exchange

## 10. DISCHARGE OF OBLIGATION AND COMPLIANCE BY THE CLIENT:

The Client shall undertakes to

- a. discharge his / its obligations with respect to payment for the business done in a timely manner, so as to enable the Stock-Broker to meet its obligations to Exchange, the Clearing House, Clearing Corporation etc.
- b. otherwise be fully responsible for all of its dealings payments and orders.

The Client and the Sub-broker shall be liable for all such obligations / liabilities as may arise due to non-fulfillment of any obligations / liabilities by the Stock Broker towards Exchange or any other regulatory authority due to the noncompliance by the Client or his / its obligations / liabilities to or through the Stock Broker.

- 11. **RESTRICTIONS AND REGULATION OF DEALINGS:** The Stock Broker shall at its discretion, decide from time to time, the volume of business which, the Client introduced by the Sub-broker may transact during any trading day or during any period on the Stock Exchange. The Stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealings of the Client without any prior notice to the Client or Sub-broker, inter alia, having regard to
  - i) volatility in the market;
  - ii) impending price sensitive announcements;
  - iii) any restrictions in relation to volume of trading / outstanding business or margins stipulated by the Stock Exchange;\
  - iv) political instability in the country,
  - v) presence of any other price sensitive factors;
  - vi) failure by the Client to maintain the applicable collaterals / margins ; and / or
  - vii) delays by the Client in meeting his / its obligations / dues relating to the business /dealings done under this

agreement or pursuant to any other agreement between the Client and the Stock Broker.

- 12. LIQUIDATION / CLOSE OUT OF **POSITIONS:** Without prejudice to the Stock Broker's other rights, including the right to refer a matter lo arbitration, the Stock Broker shall be entitled to liquidate / close out all or any of the Client's positions with out any further intimation or notice to the Client or Subbroker for non-payment of margins or other amounts due from the Client to the Stock Broker, Exchange Clearing House, the Clearing Corporation, the Depository Participant handling the securities of the Client, any agent or the Sub-broker and / or other individual, partnership, corporation, company organization, association, trust or other entity acting for or on behalf of the Stock Broker. Any and all losses, financial charges and / or incidental expenses incurred by the Stock Broker on account of such liquidation / close out shall be reimbursed by the Client and / or Sub-broker / charged to and borne by the Client and / or the Sub-broker/deductible by the Stock Broker from the monies and / or collateral margins or funds or securities of the Client or brokerage of the Sub-broker available with the Stock Broker.
- 13. In case there is any delay in making funds payin by the Client to the Stock Broker, it shall be the responsibility and obligation of the Subbroker to make the payments to the Stock Broker on behalf of the Client.
- 14. In case payment for any settlement is not received by the Stock Broker from the Client within such number of days as may be stipulated in the Business Rules framed by the Stock Broker in force at any time, the Stock Broker shall have full liberty / right and is entitled to sell off the securities purchased against the Client and liquidate any collateral margins deposited by the Client at the cost and risk of the Client and / or the Sub-broker.
- 15. In case the shares sold by the Client in any settlement are not received by the Sub-broker or received beyond the time limit prescribed in the Business Rules framed by the Stock

Broker, any losses / differences arising out of auctions / close-outs on account of such non-delivery or delay in delivery of securities by the Client to the Stock Broker shall be at the cost and risk and to the account of the Client and / or the Sub-broker.

- 16. The Client shall ensure that he / it shall be bound by the Business Rules of the Stock Broker as may be in force from time to time and the Rules, Regulations and Bye-laws of the holding company of the Stock Broker, i.e.. Inter-connected Stock Exchange of India Ltd.
- 17. The Client shall ensure that he / it shall not at any time during the validity of the agreement act as an agent or unregistered intermediary and that all transactions done by him it shall be only for himself or itself and not for any other person or entity.
- 18. The Client and the Sub-broker shall ensure that they shall be liable to pay to the Stock Broker, interest at such rate as may be prescribed in the Business Rules framed from time to lime by the Stock Broker on any amount outstanding from the Client to the stock Broker.
- 19. The Client and the Sub-broker shall ensure to pay to Stock Broker all charges for operation of the DP accounts maintained with ISE DP and for other services rendered by the Stock Broker or any of its agents to the Client and Sub-broker, as may be intimated by the Stock Broker from the to time.
- 20. SHARING OF INFORMATION: The Client shall immediately furnish information to the Stock Broker and the Sub-broker in writing about any event that is likely to have an adverse effect on the financial position of the Client.

Upon receipt of information from the Client as aforesaid, the Stock Broker shall tie entitled to take such action to protect its own interest, including, without limitation, liquidating / closing out all outstanding positions of the Client under limitation to the Sub-broker. Any and all losses, financial charges and / or incidental expenses incurred by the Stock Broker on account of such liquidation / close out shall be reimbursed by the Client and / or Sub-broker /charged to and borne by the Client and / or the Sub-broker /deductible by the Stock Broker from the monies and / or collateral margins or securities of the Client or brokerage of the Sub-broker available with the Stock Broker.

Similarly, the Stock Broker shall inform the Client through the sub-broker or directly in such mode as may be stipulated in the Business Rules framed by the Stock Broker about the following within a reasonable time:

- I. The trade / transactions and the contracts executed and the associated obligations of the Client.
- The daily settlement position and daily obligations of the client in relation to his/its dealings in the different segments of the stock exchange through the Stock Broker; and
- iii. The account of the client with the stock broker.
- 21. **EFFECT OF ATTACHMENT** : The stock broker shall not be liable for refusing to obey orders given by or for the client with respect to any account(s) of the client with the stock Broker which has or have been subject to attachment in any legal proceedings or under any applicable law for the time being in force against the client and the stock broker shall not be under any obligation to contest the validity of such attachment or sequestration. Further, the client shall be liable io indemnify the stock broker from and against any losses or expenses suffered and/or incurred by the Stock Broker as a result of such attachment.
- 22. SEVERABILITY: In the event of any provisions of this non-mandatory rights and obligations being held to be invalid, unenforceable or illegal for any reason, such invalidity, unenforceablity or illegality shall attach only to such provision or condition and this nonmandatory rights and obligations shall remain otherwise in full force apart from the said provision, which will be deemed deleted. The

validity of the remaining provisions and conditions shall not be affected thereby and this rights and obligations shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. The Stock Broker shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

- 23. **NO WAIVER**; Any failure and/ or delay on the part of the Stock Broker to insist on strict compliance/exercise with any of the terms, conditions and provisions of this rights and obligations or a continued course of such conduct shall at no time operate as waiver, in full or part, of such terms, conditions, provisions, powers and/or rights. All such powers, remedies and/or rights are cumulative arid not exclusive to any other powers, remedies and/ or rights thai the Stock Broker may otherwise have.
- 24. **FORCE MAJEURE:** The Stock Broker shall not be responsible for any losses, costs or damages resulting directly or indirectly from:
  - action, omission, suspension of trading decision or ruling of the Stock Exchange or regulatory, governmental or other body or of any other person which is beyond the Stock Broker's control (including Exchange, Clearing House, Clearing Corporation, etc.) or
  - (ii) any war, strike, lock-out natural disaster, act of terrorism, delay in postal services or any other delay or inaccuracy in the transmission of order or other information or a n y breakdown, failure or malfunctioning of any telecommunication or computer system.

#### 25. COMMUNICATIONS AND NOTICES:

 All notices or communications issue under this rights and obligations shall be served in any one or more or all of the following ways under (a) to (I) below and such notices or communications shall be served at the ord in ary business address and / or ordinary place of residence and / or last known postal address of the party in any one or more of the following ways.

(a) by post (b) by registered post (c) under certificate of posting (d) by express delivery post (e) by telegram (f) affixing it on the door at the last known business or residential address (g) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated (I) by sending a message through the trading system (j) by a notice Posted on t h e notice board of the Stock Exchange if n o address be known (k) by electronic m a i I or fax (I) by hand delivery.

- (2) Any communication / notice posted on the website www.isesec.com shall be deemed to have been properly delivered or served to the Sub-broker or the Client.
- (3) Any communication sent by the Stock Broker to the Client or the Sub-broker shall be deemed to have been properly delivered or served, event if such c o mmunication is returned to the Stock Broker as unclaimed /refused / u n d e l i vered, if the same is sent to the ordinary business address and /or ordinary place of residence and /or last known address of the party, in anyone or more of the ways as mentioned in clause 4 5 (1) above.
- 26. **SETTLEMENT OF CLAIMS:** For any illegal acts or unfair trade practices of the Client, if penalty is levied on or any loss be suffered by the Stock Broker, the Stock Broker shall pass on the said penalty or fine or exemplary damages that are levied by Exchange to the Client which shall be paid / adjusted from the balances, if any, of the Client lying with the Stock-Broker.
- 27. **AMENDMENT:** The Stock Broker may from time to time amend the this rights and obligations if required, for complying with any

change in statute regulation or the requirements of any competent authority or if required under its corporate policies. The same shall be intimated to the Client by the Stock Broker through the Sub-broker or directly in writing, which shall be part and parcel of this rights and oblications. in case the Client continues to deal with the Subbroker subsequent to the implementation of such amendment, it shall be deemed that the Client is agreeable to the new clauses.

- 28. JURISDICTION OF COURTS: All trades, transactions and contracts are subject to the Rules, Bye-laws and Regulations of the Stock Exchange on which the trades have been executed and the parties to such trade shall be deemed to have submitted themselves to the Jurisdictions of the Forum Constituted as per the provisions of the Rules, Bye-laws and Regulations of the Stock Exchange for settling disputes/ claim/ difference, if any arising out of the trade /transactions.
- 29. The client, sub-broker and the stock broker shall ensure that any dispute / claim / difference arising out of any transaction done or entered in to between them which are not maintainable before the Forum Constituted as per the exclusive jurisdiction of Courts in Mumbai.

#### 30. INVESTMENTADVICE:

30.1 The Client shall acknowledge that the Stock Broker is not liable to provide him with any legal, tax investment accounting advice or advice regarding the suitability or profitability of a security or investment.

- 30.2 The Client shall also acknowledge that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any advice from the Stock Broker or any of its employees.
- 30.3 The Client shall ensure that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information to the Client, the Client may act upon the same at the sole risk and cost of the Client and the Stock Broker shall not be liable or responsible for the same
- 30.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 30.5 The Stock Broker, its officers, its directors, partners, employees, agents and affiliates will have no liability with respect any investment decisions or transactions of the Client.
- 30.6 The Client shall always keep himself abreast of all the requirements to be compiled by him / it under various laws, as may be applicable and the rules, regulations, directions, circulars, notifications or guidelines issued under or pursuant to the relevant laws.
- 31. Words importing the masculine gender include the feminine gender and vice-versa and neutral gender in the case of companies. corporations, firms, etc.
- 32. Words and expressions which are used in this rights and obligations, but which are not defined herein, shall unless the context otherwise require. have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of Exchange and the circulars issued thereunder.

#### ANNEXURE - 1 <u>Format</u>

### DECLARATION BY THE PROPRIETORSHIP FIRM

Date: The Registration Department ISE Securities & Services Limited International Infotech Park, Tower No 7, 5th Floor, Sector 30, Vashi, Navi Mumbai - 400 703.

Dear Sir/Madam,

Ref.: Client Code \_\_\_\_\_

I refer to the trading account opened with you in the name of \_\_\_\_\_\_\_and declare and authorize you as under:

I recognise that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship concern as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations by you in respect of trades above mentioned account. I recognize and accept transfer made by you to the beneficiary account as completion of obligations by you in respect of trades executed in above trading account of the concern.

Further, the undersigned, am the sole proprietor of the concern and am solely responsible for the liabilities there of. I shall advise you in writing of any change that take place in the constitution of the proprietorship concern and I will be personally liable to you for all the obligations that the concern may incur in the course of dealings with you and undertake to personally discharge such liabilities.

The cheques / DDs (electronic/physical) may be issued by me from my individual account or my joint account with someone else. he said amounts so given shall be solely / exclusively for credit to the account of my sole proprietorship concern M/s. \_\_\_\_\_\_ with ISE Securities & Services Limited. I shall not lay any claim whatsoever in future against ISE Securities & Services Limited for affording credit of such cheques /Dds issued from any individual / joint account, credit of which has been provided by ISE Securities & Services Limited to the account of my proprietorship concern M/s. \_\_\_\_\_\_

Thanking you, Yours faithfully, Signature of the Proprietor along with the Stamp of the Proprietorship Concern:

Name of the Prop	prietor:		

ANNEXURE - 2

#### **AUTHORITY LETTER BY THE PARTNERSHIP FIRM**

Date: The Registration Department ISE Securities & Services Limited International Infotech Park, Tower No 7, 5th Floor, Sector 30, Vashi, Navi Mumbai - 400 703.

Dear Sir/Madam,

#### Ref.: Client Code \_\_\_\_\_

We, the undersigned, partners of M/s. \_\_\_\_\_, carrying on business at \_\_\_\_\_, carrying the desire to open trading account with you for the

purpose of buying and selling securities and / or other investment product(s) or the services through you.

We, the partners, jointly authorize our partner, Mr. / Ms. \_\_\_\_\_\_\_\_to issue instructions to you as our stock broker for securities, trades, funds, investments, etc. and undertake that all the acts of the said partner in this connection purporting to be done on behalf of the firm shall be binding on the firm and each one of us and our respective estates until liabilities if any, accrued in respect of such acts have been discharged.

Thanking you,

Yours faithfully,

Full Name of the partners	Individual signatures	Signature on behalf of the firm

## **ANNEXURE - 3**

(Details on this page are meant for Corporate Client Only) Format

BOARD RESOLUTION IN CASE OF THE CORPORATE CLIENT (on letterhead of Company)

Date CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. \_\_\_\_\_\_ HAVING ITS

REGISTERED OFFICE AT \_\_\_\_\_\_ HELD\_ON \_\_\_\_\_ DAY OF \_\_\_\_\_20 \_\_\_\_ "RESOLVED THAT \_\_\_\_\_\_ (name of the Company) agree with ISE Securities & Services Ltd. /Member / Trading Member of the National Stock Exchange of India Ltd. (NSE) Bombay Stock Exchange Ltd. (BSE) MCX Stock Exchange Ltd. (MCX-SX) etc. for dealing in the Capital Market / Cash Segment, Derivatives / Futures & Options Segment, Currency Derivative Segment or any other segment that may be introduced by BSE /NSE / MCX-SX and that ISE Securities & Services Ltd. , be and is hereby authorized to honor instructions, oral / written or electronic, as the case may be, given on behalf of the company by any one or the under stated authorized signatories:

Sr. No.	Name	Designation
1.		
2.		
3.		

RESOLVED FURTHER THAT the above-referred signatory (ies) is / are authorized to sell, purchase, transfer, endorse, negotiate, deal in equities, derivatives, debentures, debt, IPOs, Mfs, government securities and / or any other investment products or services and / or otherwise deal through ISE Securities & Services Limited on behalf of the company and the company agree to the terms of ISE Securities & Services Ltd. as per the Stock Broker Sub-broker-Client Agreement.

RESOLVED FURTHER THAT Mr. / Ms. \_\_\_\_\_, Director and / or Mr. / Ms. \_\_\_\_\_

Director / Authorized Signatory of the company be and are hereby authorized to sign, execute and submit such applications, undertaking, agreement and other requisite document, writings and as may be deemed necessary or expedient to open account and give effect to this resolution.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed, wherever necessary, in the presence of any of the directors, who shall sign the same in token of the presence.

\_\_\_\_\_(name of the Company)

Specimen Signature of the director authorized under this Resolution Specimen Signature of the Director/Authorised Signatory authorized under this Resolution

# (ATTESTED TO BE TRUE COPY OF THE BOARD RESOLUTION)

## <u>Format</u>

for

## **ANNEXURE - 4**

## SHARE HOLDING PATTERN IN CASE OF CORPORATE (on letterhead of Company)

Date: **The Registration Department ISE Securities & Services Limited** International Infotech Park, Tower No 7, 5th Floor, Sector 30, Vashi, Navi Mumbai - 400 703.

## Ref.:ClientCode-\_\_\_\_\_

Dear Sir,

We hereby certify that the understated directors/Individuals etc., hold 5% or more of the shareholding in our company:

	Name of the person	No. of shares	% of shareholding	Relationship/Designation
1.				
2.				
3.				
4.				
5.				

Thanking you, Yours faithfully,

## Signature of Chairman / Director Name of Chairman / Director Stamp / Seal of the Company

## HUF DECLARATION FORMAT To Whom It May Concern:

**ANNEXURE - 5** 

We the following member of \_\_\_\_\_\_ HUF do hereby appoint \_\_\_\_\_\_ as a "Karta" of our HUF and authorize him to do all the activities on behalf of HUF & accept that we all will be liable & bind ourselves the activities performed by \_\_\_\_\_\_ as a Karta or HUF.

Sr. No.	Name	Relation	Date of Birth	Sign.
1				
2				
3				

### NON-MANDATORY

### **RUNNING ACCOUNT AUTHORISATION**

Date.....

ISE Securities & Services Ltd. International Info Tech Park, Tower 7, 5th Floor, Sector 30, Vashi, Navi Mumbai -400 703

I are dealing through you as a client in Capital Market and/or Future & Option segment and / or Currency segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I authorize you as under:

- I request you to maintain running balance in my account & retain the credit balance in any of my account and to use the unused funds towards my margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I instruct you otherwise.
- 2. I request you to retain securities with you for my margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I instruct you to transfer the same to my account.
- 3. I request you to settle my fund and securities account. Once in every calendar **Quarter Month** (Tick whichever is preferred) or such other higher period as allowed by SEBI/Stock Exchange time to time, as specified by me in your Back office System, except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4. In case I have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
- 5. I agree not to claim any interest from you on such securities/ funds so retained by you.
- 6. I confirm you that I 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 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.
- 7. I confirm you that I can revoke the above mentioned authority at any time by giving a notice in writing to you.

Client Name:	Signature	
Client Code:	PAN No	
Witness (1) Name _	Signature	
(2) Name	Signature	

### **NON-MANDATORY**

## LETTER OF AUTHORITY - CASH / F&O/ CURRENCY DERIVATIVES SEGMENT OF NSE/BSE/MCX-SX

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

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

•••••	 	

Date :

Dear Sir,

Sub: Letter of Authority - CASH/F&O / Currency Derivatives Segment of NSE/BSE/MCX-SX

I/We are dealing in securities with you at NSE/BSE /MCX-SX, in cash/Derivative/Currency Derivative segments and in order to facilitate ease of operations, I/We authorize you as under:

- 1. I/We authorize you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
- 2. I/We hereby authorize you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
- 3. I/We hereby authorize you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
- 4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorize you to debit the financial charges for the debit balances if any, in my/our account and not settled as per the exchange requirements.
- 5. I/We request you to consider my/our telephonic instructions for order placing / order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
- 6. I/We request that you may send/dispatch me/us contract notes other documents through E-mail : on my/our designated e-mail address provided to you.
- 7. Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system

© Client Signature : \_\_\_\_\_

problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond the control of ISS which may result in delay in processing or not processing, buy or sell orders either in part or in full due to which any loss or liability shall not be borne by ISS.

- 8. I/We confirm that I/we will never sublet the trading terminal or any term of connectivity, from my/our place to any other place without your prior approval.
- 9. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
- 10. I/We am/are agreeable for & authorize you to with hold funds pay-out towards all the applicable margins and debits.
- 11. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered from my account.
- 12. I / We have a Trading as well as depository relationship with Inter-connected Stock Exchange of India Ltd. Please debit the charges relevant with depository services from my/our trading account. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Your faithfully,

© Client Signature :\_\_\_\_\_

MTENTIONALLY BLANK

Annexure - 8

# POWER OF ATTORNEY

(To be executed on Rs. 100/- Stamp Paper)

I \_\_\_\_\_(hereinafter referred to as "client(s)/) S/o

residing at/Registered Office at \_\_\_\_\_\_\_of the One Part,

OR

I / We \_\_\_\_\_\_ a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its place of business at

We \_\_\_\_\_\_ a company incorporated under the Companies Act, 1956 and

having its registered office at

## AND

ISE Securities & Services Ltd. a Company duly incorporated under the Companies Act, 1956 and having its Registered Office at International Infotech Park, Tower 7, 5th Floor, Sector 30, Vashi, Navi Mumbai -400 703 of the Other Part, RECITALS (hereinafter referred to as "ISS" which expression shall include unless it be repugnant to the subject or context thereof, its successors, assigns, executors and administrators, for the time being of the said company) do hereby solemnly and sincerely affirm on oath, agree and abide as follows:

WHEREAS ISS is providing various securities related services which inter alia includes but not limited to transaction in connection with purchase or sale of securities, scrips, stocks etc. ISS is a member of Bombay Stock Exchange- Equities Segment, bearing SEBI registration no. INB011077733 and also a member of National Stock Exchange of India Limited bearing SEBI registration no INB231077737 (NSE-Equities Segment) & INF231077737 (NSE – Futures and Options Segment).

WHEREAS I/We hold a Beneficiary account no. (BO-ID) with Central Depository Services (India) Ltd. ("CDSL") and /or National Securities Depository Ltd. ("NSDL") through Inter-connected Stock Exchange of India Ltd. ("Depository Participant"), bearing DP-ID\_\_\_\_\_and /or \_\_\_\_\_respectively.

NOW THESE PRESENTS WITNESSES THAT due to exigency and paucity of time I/We do hereby jointly and severally nominate, constitute and appoint ISS acting through their respective Director(s), employees or such other person as may be authorized by them by way of Resolution, whether passed in a meeting of the Board of Directors or any Committee formed by the Board, for the aforesaid and various other purposes, as my/our true and lawful attorney to do, execute and perform severally the following acts, deeds, matters and things:

- 1. To operate the specified aforementioned Beneficiary Account(s) and issue instructions relating to dematerializing or rematerializing shares and securities, to sign and execute delivery instruction slip to effect transfer of shares / securities from my / our beneficiary account, to execute receipt instructions, pledge instructions, pledge closure instructions and all such other instructions that may be required to facilitate the transactions undertaken by me/us pursuant to the Tripartite / Member Client Agreement.
- 2. Issuing instructions to transfer securities from the above mentioned Beneficiary Account for meeting ISS's margin requirement for my / our trades and to fulfil my / our obligations to deliver security sold by me / us through ISS, and to pledge securities with the Exchange / Clearing Corporation / Clearing House for the limited purpose of meeting my /our margin requirements in connection with the trades executed by me/us through ISS.
- To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), 3. rights, offer of shares, tendering shares in open offers etc. pursuant to my / our instructions.
- To instruct the Depository Participant to debit securities and/or to transfer securities from the 4. aforementioned Beneficiary Account with Inter-connected Stock Exchange of India Ltd. for the purpose of delivering the same to the Clearing House of the recognized Stock Exchange towards any segment in respect of the securities sold by me/us through them.
- 5. To do all such acts, deeds, things as may be required to ensure that all deliveries of securities arising out of transactions undertaken by me/us under the Agreement are duly and properly completed.
- 6. To charge/debit my/our account(s) towards charges/fees/amounts/margin etc, payable to ISS by

virtue of my/our using any of the facilities/services provided by ISS.

- 7. To do all such other acts or deeds which ISS in its sole discretion considers necessary in this connection in order to complete the transaction(s).
- 8. ISS as well as the undersigned shall return to other, the securities or fund that may have been received by it erroneously or those securities that it was not entitled to receive.
- 9. ISS shall send consolidated summary of my /our scrip-wise buy and sell positions by way of SMS /email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.
- 10. That the present Power of Attorney shall continue until I/ we have given to ISS notice, in writing, to the contrary, however, such revocation shall not affect my / our obligations outstanding at the time of such revocation and the authority granted hereunder shall continue until all transactions and instructions already executed or issued in pursuance to this Power of Attorney have been settled.

I / We do hereby for myself, my heirs, executors and administrators do hereby agree to ratify, confirm and validate all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

I / We confirm that our partner or the Board of Director of our company, as applicable, have passed a resolution approving this Specific Power of Attorney and have authorized us to sign and execute this Specific Power of Attorney, a copy of which resolution duly attested is enclosed herewith. (This shall be applicable to clients who are partnership firms / corporate).

I/ We agree to indemnify and keep indemnified and hold harmless, ISS and Inter-connected Stock Exchange of India Ltd.- DP from any and all reasonable costs, liabilities and expenses resulting directly or indirectly form all lawful actions in accordance with properly issued instructions where required.

This Power of Attorney shall be subject to the jurisdiction of the Courts in Mumbai.

SIGNED AND DELIVERED on this	day of	20
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<u>Client</u>
Name:©
Signature:
Witness : Signature 🛞
Name:
Address:

We Accept For ISE Securities Services Ltd.

(Authorised Signatory / Directors) Place : Address: International Infotech Park, Tower No.7, 5<sup>th</sup> Floor, Sector-30 Date :

WITENTIONALLY BLANK

To, Client Code :-Client Name :-

This is to inform you that, we have received your CRD Form for registration in NSE / BSE / MCX-SX,

List of documents which we have received with the CRD Form duly verified and also details of your account are given below:-

- CRD No.:-
- E-mail Id:- —
- Client Code:-
- <u>Identity Proof</u>:- Voter Id/ Passport/ Ration Card/ PAN Card/ MAPIN/ Driving
  License
- Bank Proof: Bank Statement of last quarter/ Bank Pass Book/ Cheque leaf • with name printed

Address Proof :- Bank Statement of last quarter / Bank Pass Book / Ration Card / Passport / Voter Id / Driving License / Electricity Bill - issued in last 2 months / Phone Bill - issued in last 2 months / Rent Agreement / DP Proof:- DP Proof issued in last quarter Client Master/ Client should be 1st Holder.

We assure that your above client code will be activated within 48 hours provided it is complete in all respect.

For ISE Securities & Services Ltd.,

Compliance Officer Name: Mayank MehtaPhone no: 022 - 6794 1128,2781Email id: mayankm@iseindia.com

Name of the Authorized Person CRD Dept.

'

# ACKNOWLEDGMENT

I/We acknowledge receipt of all the documents executed by me including the following

- (1) Account opening form
- (2) Rights and obligations
- (3) Risk Disclosure Document (RDD)
- (4) Guidance note
- (5) Policies & Procedures followed by the stock broker.
- (6) Tariff sheet and all other documents executed by the client & we have personally handed over to you all documents required by you during our meeting on \_\_\_\_\_\_

Name of the Client:- \_\_\_\_\_

Client Code:-

Signature of the client:-

MTENTIONALLY BLANK



# INTER-CONNECTED STOCK EXCHANGE OF INDIA LTD.

### INTRODUCTION



Inter-connected Stock Exchange of India Limited (ISE) has been promoted by 14 Regional Stock Exchanges to provide cost-effective linkage/connectivity to members of the Participating Exchanges, with the objective of widening the market for the securities listed on these Exchanges. ISE is National-Level Stock Exchange and provides Trading, Clearing, Settlement, Risk Management and Surveillance Support to its trading members. ISE aims to address tile needs of small companies and retail investors by harnessing the potential of Regional Markets; so as to transform them into a liquid and vibrant market using state-of-the art technology and networking.

The Participating Exchanges of ISE have in all about 4500 stock Brokers, out of whom more than 210 have been currently Registered on ISE. In order to leverage its infrastructure and expand its reach across the country, tSE has also appointed around 512 direct Trading Members across 83 cities, apart from the Participating Exchange Centers, spread across 20 States. The trading members are administratively supported through the Regional offices of ISE at Delhi, Kolkata, Coimbatore and Nagpur. besides Mumbai.

With the objective of broadbasing the range of Its services, ISE has started offering the full suite of DP facilities to its trading members and their Clients.

#### MISSION

ISE endeavors to consolidate the small, fragmented and liquid markets into a national level, liquid market by State-ofthe-art infrastructure and support systems.





### **OBJECTIVES**

- Create a single integrated national-level solution with access To multiple markets by providing high Cost-effective Service to investors across the Country.
- Create a liquid and vibrant National-level Market for all listed companies in general and small Capital Companies in particular.
- Optimally utilising the existing infrastructure and other resources of participating Stock Exchanges, which are under-utilised now.
- Provide a level playing field to small Trading Membersyy offering opportunity to participate in a National Market for investment-oriented business.
- Provide clearing and settlement facilities to The Trading Members across the Country at their doorstep in a decentralised mode.
- Spread Demat Trading across the Country.



# **ISE SECURITIES & SERVICES LIMITED**

### INTRODUCTION



Inter-connected Stock Exchange of India Ltd. (ISE) has floated ISE Securities & Services Ltd. (ISS) as a wholly-owned subsidiary under the policy formulated by The Securities and Exchange Board of India (SEBi) for "revival of Small Stock Exchanges. "The Policy enunciated by the SEBI permits a Stock Exchange To Float A Subsidiary, Which Can Take Up Membership of Larger Stock Exchanges, such as the National Stock Exchange of India Ltd. (NSE), and Bombay Stock Exchange Ltd.(BSE). ISS has been registered by SEBI as a trading-cumclearing member in the Capital Market Segment and futures a options segment of NSE and Capital Market Segment of BSE. Trading Members of ISE can access NSE and BSE by registering themselves with SEBI as sub-brokers of ISS. Thus, the trading intermediaries of ISS can access other markets In addition to the ISE Market and their Local Markets. ISS, Thus Provides the investors in smaller cities, A onestop solution for cost-effective and efficient trading and settlement services in securities.

#### MISSION

ISS shall endeavor to provide flexible and cost-effective access to multiple markets to its intermediaries across the country using the latest Technology.



#### OBJECTIVES



- Create a single integrated national-level solution with access to multiple markets by providing high cost-effective service to investors across the country.
- Create a liquid and vibrant national-level market for all listed companies in general and small capital companies in Particular.
- Optimally utillising the existing infrastructure and other Resources of participating Stock Exchanges, which are under-utillised now.
- Provide a level playing field to small trading members by offering opportunity to participate in a national market for investment -oriented business.
- Provide clearing and settlement facilities to the trading members across the country at their doorstep in a decentralized mode.
- Spread demat trading across the country.