# CLIENT REGISTRATION FORM

Place	Client Code
Name	



### NARIMAN POINT FINANCE LTD.

Member : The Bombay Stock Exchange of India Ltd.
The National Stock Exchange of India Ltd.

Registered & Administration Office: 138-B, Jolly Maker Chambers - II, 13th Floor, 225, Nariman Point, Mumbai 400 021.

Tel.: 91-22 2282 0349 / 0359 / 0316 / 0317 / 0267 / 0268 • Fax: 91-22 2282 0263

**Email**: npfl123@gmail.com / npflbroking@gmail.com

#### 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						
Account Opening Form		A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	2-6				
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	7-9				
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).	10-15				
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	16-19				
4.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	20-21				
5.	Policies and Procedures	Document describing significant policies and procedures of the stock broker (to be added by the stock broker).	22-24				
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).	25				
	VOLUNTARY DOCUMENTS AS P	ROVIDED BY THE STOCK BROKER					
7.	Letter for Operation of Account		26				
8.	Running Account Authorization		27				
9. 10.	Declaration – Authorisation for Electronic Contract note and Mobile Number  Client Acknowledgement for executed Registration Documents  28 29						

Name of stock broker/trading member/clearing member: M/s. NARIMAN POINT FINANCE LTD.

SEBI Single Registration No.: INZ000247133 BSE - Member ID - 3203 & Dated 07/09/2007

NSE -Member ID -10361 & Dated 21/04/2010

Registered office & Correspondence

Office address: 138-B, Jolly Maker Chambers - II, 13th Floor, 225,

Nariman Point, Mumbai 400 021.

Tel.: 91-22 2282 0349 / 0359 / 0316 / 0317 / 0267 / 0268

Fax: 91-22 2282 0263 • Email: npfl123@gmail.com / npflbroking@gmail.com,

Website: www.npfl.in

Compliance officer Name: TUSHAR KARADE (For BSE)

Mobile: 9820709047, Email:: npfl123@gmail.com / npflbroking@gmail.com

**TUSHAR KARADE (For NSE)** 

Mobile: 9820709047, Email: npfl123@gmail.com / npflbroking@gmail.com

Director Name: Ramesh Luharuka,

91-22 2282 0349, Email: npfl123@gmail.com / npflbroking@gmail.com

For any grievance/dispute please contact stock broker M/s. Nariman point finance ltd. at the above address or email id-npfl123@gmail.com / npflbroking@gmail.com Phone no:- 91-22 2282 0349 / 0359 /0316 / 0317 / 0267 / 0268.In case not satisfied with the response, please contact the concerned exchange (NSEIL) at ignse@nse.co.in and Phone no. 1800220058, BSE - Contact No. 22721233 Extn: 8146

#### Annexure - 2

For Individuals

**KNOW YOUR CLIENT (KYC) APPLICATION FORM PHOTOGRAPH** Please fill this form in ENGLISH and in BLOCK LETTERS. Please affix your A. IDENTITY DETAILS recent passport 1. Name of the Applicant: size photograph 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) b. Status: Resident Individual/ Non Resident/ Foreign National 4. a. Nationality: a. PAN: b. Unique Identification Number (UID)/Aadhaar, if any: Specify the proof of Identity submitted: **B. ADDRESS DETAILS** 1. Residence Address: \_\_\_ \_\_ City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_ Country: \_\_\_\_\_ 2. **Contact Details:** Tel. (Off.) \_\_\_\_\_\_Tel. (Res.) \_\_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax: Email id: \_\_\_\_ Specify the proof of address submitted for residence address: 4. **Permanent Address** (if different from above or overseas address, mandatory for Non-Resident Applicant): City/town/village: \_\_\_\_ Pin Code: \_\_\_ State: \_\_\_ Country: \_\_\_\_ **DECLARATION** I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. Date: \_\_\_\_\_ (dd/mm/yyyy) Signature of the Applicant FOR OFFICE USE ONLY

Signature of the Authorised Signatory	Seal/Stamp of the Intermediary
Name :	_
Date	

Originals verified and Self-Attested Document copies received

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

Please fill this form in ENGLISH and in BLOCK LETTERS.

For Non-Individuals

Α	. IDENTITY DETAILS	PHOTOGRAPH
1.	Name of the Applicant:	Please affix your
2.	Date of incorporation:(dd/mm/yyyy) & Place of incorporation:	recent passport size photograph
3.	Date of commencement of business:	0120 photograph
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 Bank/ Government Body/Non-Government Organization/Defense Establishment/BOI (please specify)	
В	. ADDRESS DETAILS	
1.		
	City/town/village: Pin Code: State:	Country:
2.	Contact Details: Tel. (Off.)Tel. (Res.) Mobile	e No.:
	Fax: Email id:	
3.	Specify the proof of address submitted for correspondence address:	
4.	Registered Address (if different from above):	
	City/town/village: Pin Code: State:	Country:
bel	e hereby declare that the details furnished above are true and correct to the best ief and I/we undertake to inform you of any changes therein, immediately. In case any cound to be false or untrue or misleading or misrepresenting, I am/we are aware that I	y of the above information
Na	me & Signature of the Authorised Signatory Date:	(dd/mm/yyyy)
	FOR OFFICE USE ONLY	
	Originals verified and Self-Attested Document copies received	
Sig	nature of the Authorised Signatory Seal/S	tamp of the Intermediary
Naı	me :	
Dat	te	

#### INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

#### A. IMPORTANT POINTS:

- Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/ Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
- 2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- 3. If any proof of identity or address is in a foreign language, then translation into English is required.
- 4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 5. If correspondence & permanent address are different, then proofs for both have to be submitted.
- 6. Sole proprietor must make the application in his individual name & capacity.
- 7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- 9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- 11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

#### B. Proof of Identity (POI):- List of documents admissible as Proof of Identity:

- 1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
- 2. PAN card with photograph.
- 3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

#### C. Proof of Address (POA) :- List of documents admissible as Proof of Address:

(\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.

- 2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
- 3. Bank Account Statement/Passbook Not more than 3 months old.
- 4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- 5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- 6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- 7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
- 8. The proof of address in the name of the spouse may be accepted.

#### D. Exemptions/clarifications to PAN

(\*Sufficient documentary evidence in support of such claims to be collected.)

- 1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
- 2. Investors residing in the state of Sikkim.
- 3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- 4. SIP of Mutual Funds up to Rs 50,000/- p.a.
- 5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

- 1. Notary Public, Gazette 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.</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 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>
Bank/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.</li> <li>List of Managing Committee members.</li> <li>Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

#### TRADING ACCOUNT RELATED DETAILS

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1.			ome Details (please 25 Lac / >25 Lacs / 1		oecify): Income Range լ ) Lacs or	oer annum	: Below Rs	s 1 Lac / 1-5	
<b>Ne</b> t		is on (date)	(_		) (Net wo	orth should	not be old	er than 1	
2.	-	1-	-		d give brief details): onal/ Agriculturist/ Retir				
3.	Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:								
4.	DIN/UII	O of Promote	ers/Partners/Karta ar	nd	DIN of whole time direct	ors:			
5.	<b>Please</b> Person		licable: Politically E	хр	osed Person (PEP)/ Re	elated to a	Politically	Exposed	
	•		on: S) DETAILS						
	ank ame	Branch	Bank Account No.		Account Type: Savi Current /	ng /	MICR	IFSC Code	
		Address		Ot	thers-In case of NRI / NF	RE / NRO	Number	0000	
C.	DEPOS	ITORY ACC	COUNT(S) DETAILS						
	Depository Participant Depository Name		Beneficiary Name DF		Beneficiary ID (BO				
	Name (NSDL / CDSL)								
*Ple				u w	vish to trade. The segme	ent not cho	sen should	be struck	

# off by the client. Sr. No. | FXCHANGES | SEGMENTS | X SIGNATURE OF CLIENT'S

Sr. No.	<b>EXCHANGES</b>	SEGMENTS	X SIGNATURE OF CLIENT'S
01	BSE	CASH	
02	BSE	F&O	
03	NSE	CASH	
04	NSE	F&O	

# 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.

#### E. PAST ACTIONS

I Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any of					
	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:				
F.	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 office address				
	Tel.:Fax:				
	Website:				
	Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)  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 :				
G.	ADDITIONAL DETAILS				
	Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify) :				
	Specify your Email id, if applicable :				
	Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):				
П	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 :				

H. INTRODUCER DETAILS (optional)	
Name of the Introducer:	
(Surname)	(Name) (Middle Name)
	Remisier/Authorized Person/Existing Client/Others, please
	cer:
I. NOMINATION DETAILS (for individu	uals only)
I/We wish to nominate	I/We do not wish to nominate
Name of the Nominee:	Relationship with the Nominee:
PAN of Nominee:	Date of Birth of Nominee:
Address and Phone No. of the Nomine	ee:
If Nominee is a minor, details of guardi	lian:
Name of guardian:	Address and Phone No. of Guardian:
	Signature of guardian:
WITNESS (Only applicable in case the a	account holder has made nomination)
Name	Name
Signature	Signature
Address	Address
DECLARATION	
knowledge and belief and I/we under case any of the above information is for am/we are aware that I/we may be hel	furnished above are true and correct to the best of my/ou ertake to inform you of any changes therein, immediately . In found to be false or untrue or misleading or misrepresenting, and liable for it.
<ol><li>I/We confirm having read/been explain and procedures of the stock broker an</li></ol>	ined and understood the contents of the document on policy nd the tariff sheet. nd understood the contents of the 'Rights and Obligations
•	Document'. I/We do hereby agree to be bound by suc
,	ments. I/W e have also been informed that the standard set o
documents has been displayed for Inf	formation on stock broker's designated website, if any.
Place :	
. 1400 1	
Date :	Signature of Client/ (all) Authorized Signatory (ies)

#### FOR OFFICE USE ONLY

UCC Code allotted to the Clie	ent :		
	Documents verified with Originals	Client Interviewed	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	
Name	_
Date	Seal/Stamp of the stock broker

#### **INSTRUCTIONS / CHECK LIST**

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

	9
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
Bank account statement for last 6 months Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

<sup>\*</sup>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.

#### 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 S tock Broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
- 6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

#### **CLIENT INFORMATION**

- 7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
- 8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
- 9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
- 10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

#### **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### TRANSACTIONS AND SETTLEMENTS

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

#### **BROKERAGE**

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

#### LIQUIDATION AND CLOSE OUT OF POSITION

- 19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for 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 cont act 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 there under 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/it s 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 RIGHTSAND 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 account s 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 constituent s 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 digit al 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 Receipt s (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 digit ally 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 ext ant regulations of SEBI/stock exchanges.

- 41. The stock broker shall continue to send contract notes in the physical mode to such client s 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 p assword to the client, with an option to the client to save the contract note electronically and/or t ake 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 there under 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 there under 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.)

- 1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- 2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- 3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
- 4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
- 6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker 's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/ password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- 7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- 8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker 's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/ Exchange end for any reason beyond the control of the stock broker/Exchanges.

#### Annexure - 5

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

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

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

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

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

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

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

#### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

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

#### 1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for

investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

#### 1.3 Risk of Wider Spreads:

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

#### 1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

- 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.
- **1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre -determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### 1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

#### 1.6 Risk of Rumors:

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

#### 1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

- **1.7.1** During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- **1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted

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

#### 1.8 System/Network Congestion:

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

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

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

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

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

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it dif ficult 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 dif ficult 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 www.nseindia.com and SEBI website www.sebi.gov.in.
- 2. Ensure that you fill the KYC form completely and strike of f 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 client s 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 S tock 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 of ficer exclusively for the purpose of registering complaints.

#### **Policies and Procedures**

#### A. Refusal of orders for "Penny Stocks"

Although, the term "Penny stock" has not been defined by BSE/NSE or any other stock exchange or by SEBI, a "Penny stock" generally refers to a stock which has following characteristics:

- Has small market capitalization;
- Trades at a price less than its face value;
- Has unsound fundamentals;
- Is illiquid (A list of illiquid securities is jointly released by NSE and BSE from time to time.)

NARIMAN POINT FINANCE LIMITED recognizes that it is the client's privilege to choose shares in Which he/she would like to trade. However, NARIMAN POINT FINANCE LIMITED would like to pay special attention of dealing in "Penny stocks". To this end:

- NARIMAN POINT FINANCE LIMITED may refuse to execute any client's orders in "penny stocks" without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny stock " should be referred to head –Dealing before such order can be put in the market for execution.
- Clients must ensure that trading in "penny stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "penny stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place order in "penny stocks" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of NARIMAN POINT FINANCE LIMITED
- Notwithstanding the above,in case of sale of "penny stocks", clients should ensure the delivery of shares to NARIMAN POINT FINANCE LIMITED before the pay-in date.

#### B. Setting up client's exposure limit

- Exposure limit for each client is determined by the Risk Management Department based on client's net worth information, financial capacity, prevailing market conditions and margin deposited by client in the form of funds/securities with NARIMAN POINT FINANCE LIMITED These limits may be set exchange-wise, segment-wise, and scrip-wise.
- The limits are determined by Risk Management Department based on the above criteria and the payment history of the client in consultation with Sales/Sales traders.
- NARIMAN POINT FINANCE LIMITED retains the discretion to set and modify, from time to time, any client's exposure limit decided as above.
- Whenever any client has taken or wants to take exposure in any security, NARIMAN POINT FINANCE LIMITED may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, NARIMAN POINT FINANCE LIMITED may refuse to trade on behalf of such client at its own discretion.

#### C. Applicable brokerage rate

- Brokerage Rate is mutually decided between the NARIMAN POINT FINANCE LIMITED and each client based on clients networth, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI and the exchanges.
- The applicable brokerage rate is mentioned in the Client registration from and any change in the brokerage rate in future will be communicated to the client in writing.

## D. Imposition of penalty / delayed payment charges by either by party, specifying the rate and the period

- Penalty and other charges levied by Exchangers pertaining to trading of the client shall be recovered from the respective client.
- If there is any failure on the part of the client in satisfying his / her margin obligation or settlement obligation then NARIMAN POINT FINANCE LIMITED shall levy delayed payment charge at the rate of 12% p.a. on such shortfall for the period of delay on such client. NARIMAN POINT FINANCE LIMITED shall recover such delayed payment charges from the client by debiting the client's account.
- No interest or charges will be paid by NARIMAN POINT FINANCE LIMITED to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

#### **Policies and Procedures**

## E. Right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment.

• NARIMAN POINT FINANCE LIMITED has maintained specific banking and depository accounts, informed to the clients from time to time, for handling clients' funds and securities. The clients shall ensure timely availability of funds/securities in required form and manner, within stipulated time and in the designated bank and depository account(s) for meeting their liabilities and obtaining proper credit thereof. We do not undertake responsibility for any delay or other consequences arising from payment to any other account or non receipt in time and manner in the designated account(s).

We do not believe in selling clients' securities or closing out their positions without sufficient notice to them. On the other hand, we expect our esteemed clients to be regular and punctual in meeting their fund obligations. The requirement of margin and the value of, any security given/treated as Margin varies and multiplies with market volatility. For example – if the market goes down by 10%, not only an additional margin would be required equal to this 10%, but further margin would also be required to meet the erosion of value of the securities forming the margin. Higher is the margin deficit, shorter would be the time to make it up. However, in case the available margin falls below the given percentage, say 80%, informed in advance, we reserve the right to sell a client's securities or to close out his all or some open positions to prevent escalation of risk. The client may, however, have no grievance if we do not take such action and wait for the client's margin/response.

We would have the discretion to square off the position of Clients where the margin or security placed by the Client falls short of the requirement or where the limits given to the Client have been breached or where the Client has defaulted on his existing obligation within the stipulated time.

#### F. Shortages in obligations arising out of internal netting of trades.

• Where a client fails to meet his securities pay-in obligations as due for any settlement and auction is not made by the Exchange because of reasons like internal netting of trades, the client's account is debited for such short delivery at "valuation price or the average of auction rate", whichever is higher. The buyer client shall be credited with the same amount as debited to seller client. In case, no auction price is available in a particular instance, the above mentioned debit/credit shall take place at closing price on the auction day plus 10% and trading day to auction day high price whichever is higher. If the buyer-client requires delivery of the said shares, he is advised to buy the same next day from the market on his own.

Where a client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction / losses will be the sole responsibility of the client.

# G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of the client.

NARIMAN POINT FINANCE LIMITED shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following conditions:

- Extreme volatility in the market or in particular scrip or in the F&O segment
- There is shortfall in the margin deposited by client with NARIMAN POINT FINANCE LIMITED.
- If there are insider trading restriction on the client .
- If there are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market .
- If there are restrictions imposed by the exchange or the regulator on the volume of trading outstanding positions of contracts .
- If the client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities .
- If NARIMAN POINT FINANCE LIMITED has reached its limit in that particular scrip.
- If the client has breached the client –wise limit
- If the client has taken or intends to take new position in a security which is the banned period.
- If due to abnormal rise or fall in the market, the markets are closed

#### H. Temporarily suspending or closing a client 's account based on the client's request.

• Any client desirous of temporarily suspending his or her trading account has to give such request in writing to the management .After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client's account, a request in writing should be made

by the client to the management and the management may ask for updated financial information and other details for reactivating such account . after receiving necessary document , details etc . and approval from the management , the client account will be reactivated and transaction will be carried out.

• Similarly , any client desirous of closing his/her account permanently is required to inform in writing and the decision in the regard will be taken by management . After necessary approval from the management , the client code will be deactivated . only after scrutinizing the compliance requirement & a 'no pending queries confirmation is taken , securities and funds accounts will be settled.

#### I. Deregistering a client

NARIMAN POINT FINANACE LIMITED may, at its absolute discretion, decide to deregister a particalr client. The illustrative circumstances under which NARIMAN PIONT FINANCE LIMITED may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securitise market.
- Such client has been indicted by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation af any law, rule, regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activites including fraud or money laundering.
- Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
- Such client's account has been lying dormat for a long time or the client is not traceable.
- •Such client has been declared insolvent or any legal proceeding to declare him/her as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of NARIMAN POINT OF FINANCE LIMITED or may act as detriment to NARIMAN POINT FINANCE LIMITED

#### J. Inactive client Account

Client account will be considered as inactive if the client does not execute a single trade during the period of 12 months from the last trade. In such cases, the client has to make a written request for reactivation of his trading account, with recent proofs and any upgradation in the KYC form.

Any outstanding dues in the client's account will be communicated and collected from the client and the client will be liable to pay such dues immediately on receiving such communication. If any credit lying in clients account all his / her cash margin / securities margin will be returned after receipt of a written request along with an advanced acknowledgement for receipt of refund of cash margin / securities margin.

For running account excess securities margin cash margin will be returned within 72 hours after receipt of a written request from the Client.

#### **TARIFF SHEET**

#### **BROKERAGE AND STATUTORY CHARGES**

Further, I agree to the following terms of doing business

Segment	Sq. off%		Sq. off	. off Min (ps) Settler		ment %	Settlement % Min (ps)	Delivery %	Delivery % Min (ps)
	Buy	Sell	Buy	Sell	Buy	Sell			
BSE cash									
BSE F&O									
NSE Cash									
NSE F&O									

Brokerage will be exclusive of Transaction Charges, Stamp Duty, Security Transaction Tax, Service Tax, SEBI Turnover fees or any other tax/levy imposed by Exchange/SEBI/any other government agencies.

- **Note:** 1. Inter settlement / DP transaction charges arising out of purchase /sell transactions effected by constituents will be debited to Constitute Account.
  - 2. The above charges are subject to change by the regulatory authorities or Government agencies.
  - 3. Brokerage charged will not exceed the rate specified by Exchange / SEBI.
  - 4. Statutory and Regulatory charges will be levied at actual.

Client's Signa	ture						
FOR OFFICE U	ISE ONLY						
UNIQUE CONS	STITUENT CODE:(To be inserted by the Brokerage Firm)						
	NAME	SIGNATURE AND DATE					
Authorised by							
Entered by							

#### **VOLUNTARY**

#### LETTER FOR OPERATION OF ACCOUNT

(Note: Kindly put a cross (X) against points not applicable/acceptable)

To.

#### Nariman Point Finance Ltd.

138-B, Jolly Maker Chambers - II, 13th Floor, 225, Nariman Point, Mumbai 400 021.

Respected Sir,

Ref: Our dealings on the Capital Market Segment / Futures & Options Segment of the BSE/NSE.

With reference to the captioned I/We request you to kindly note the following points for smooth conduct of business operations:

- 1. You are requested to kindly accept my/our verbal instructions to place, modify and cancel the orders and not insist for the same in writing.
- 2. You are requested to kindly not give me/us any order confirmation/ modification/ cancellations slips or trade confirmations slips as generated by the Trading system.
- 3. Please note that my/our account to be maintained with you shall be a running account, and the funds and securities due to me/us are not to paid immediately on payout but is to be retained by you in your demat beneficiary account until unless specifically demanded by me/us, and may be used for my/our future settlement obligations, margin liabilities, etc. However you are requested to mandatorily settle my/our account once in a calendar month ☐ / quarter ☐ as specified by SEBI /exchange.
- 4. You are free to adjust debits/credits in between of my accounts, viz. (a) BSE Capital Market(CM), (b) NSE CM and F&O
- 5. I/We am/are aware and have noted that you trade on your PRO account.
- 6. I/We shall not indulge in any sub-broking activities nor issue bills/ contracts / confirmation notes/ to anyone else for the trades done on the BSE/NSE.
- 7. All trade related fines/ penalties and charges levied on you due to my/our transactions/ deeds/ actions are recoverable by you from my/our account(s).
- 8. My/Our funds lying with you may be used for the purpose of placing FDRs with Banks to be submitted to NSCCL and/or as margin FDRs for obtaining Bank Guarantee in favour of NSE/ NSCCL.
- can transfer

9.	Initial Margin is to be paid upfront. NARIMAN POINT FINANCE LIMITED balances between initial margin & mark to market margin.
Than	k you.
<b>\</b> _	<b>.</b>
( Cons	tituent )

### RUNNING ACCOUNT AUTHORIZATION NON-MANDATORY do hereby authorise to maintain running account I / we with Nariman Point Finance Ltd. I / we also hold the **right to revoke** the above authorization at any time by providing letter in writing to Nariman Point Finance Ltd. I / we authorise Nariman Point Finance Ltd. to retain Securities / funds to meet margin obligations. It is understood that this amount will not attract any interest during the tenure. I / we hereby agree to settle the funds / securities atleast once in a calender guarter / calendar month. I / we declare that in case of any dispute arising out of statement of account or settlement would be noticed to Nariman Point Finance Ltd. preferably within 30 days from the date of receipt of statements. In case of revocation of running account all the balances should be NIL & a notice should be served any time. Client's Signature \_\_\_\_\_ Place: Date: Note: To be signed by the client personally & not by holder of Power of Attorney **Financial Details** Client's Signature 1-5 Lacs Annual Income Range (INR) < 1 Lac 10-25 Lacs >25 Lacs Confirmation of Receipt of executed Client Registration documents Dear Sir, With reference to my / our registration as Client with you, I/We hereby confirm that I/We have received copies of the Know Your Client Form (KYC), Rights & Obligations, Risk Disclosure Documents (RDD), Power of Attorney (POA) (if any), & all other executed documents.

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

Client's Signature

Client's Code:

NON-MANDATORY

Date:

#### **AUTHORISATION FOR ELECTRONIC CONTRACT NOTE**

To,
Nariman Point Finance Ltd.  138-B, Jolly Maker Chambers - II, 13th Floor,  225, Nariman Point, Mumbai 400 021.
Dear Sir, I/We have been/shall be dealing through you as may/our broker on the Capital Market / Derivatives Segment. As my/our broker i.e. agent I/We direct and authorize you to carry out trading/dealing on my/our behalf as per instructions given below. I/We understand that, I/We have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/We hereby opt for receipt of contract notes in electronic form. I/We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account(s)/email id on your record for sending the contract notes to me/us.
I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email accounts(s)/ email id(s). I/We agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc. I/We also hereby consent to receive Statement of Funds (Ledger Account), Statement of securities, Daily Margin and Collateral Utilisation Statements and Notices, circulars, amendments and such other statutory/non statutory correspondence or documents in electronic form duly authenticated by means of a digital signature. I/We undertake to verify the above statements (other than contract notes) and communicate to you in writing discrepancies if any will be brought to notice. In absence of any written communication from my/our side within the said period, it shall be deemed to be construed that the same is confirmed by me/us as true and correct in all respects. I/We hereby agree that you shall fulfill your obligation, if the above documents are sent electronically to any one of the above email-ids. I/We understand that any change in the above email-ID(s) will be communicated by me through a physical letter separately.
Client's Signature
Place:
Date:
DECLARATION FOR MOBILE NO. NON-MANDATORY
Date:
Nariman Point Finance Ltd.  138-B, Jolly Maker Chambers - II, 13th Floor,  225, Nariman Point, Mumbai 400 021.
Dear Sir,
I,
I further declare the above mentioned statement is true and correct.
Thanking you, Yours faithfully,
Client's Signature