

CLIENT REGISTRATION KIT - NSE



GANESHAM SECURITIES PRIVATE LIMITED

REGISTERED & CORRESPONDENCE OFFICE

9, INDIA EXCHANGE PLACE, 8TH FLOOR, KOLKATA - 700001.

t.: +91 33 2213 1581 / 82. f.: +91 33 2213 1569.

e.: ladiasec2@hotmail.com w.: www.ganeshamonline.com

CLIENT NAME

Trading Client Code

Date of Account Opening

Ref. No.

Branch code

PLEASE READ "GSPL" AS "GANESHAM SECURITIES PRIVATE LIMITED" WHERE EVER IT APPEARS.

Compliance Officer Name, Tel. No. & Email ID : RISHI KANT LADIA. 2213 1581. rishikant.ladia@ganeshamonline.com

CEO Name, Tel. No. & Email ID : SHREE KANT LADIA. 2213 1581. skladia@hotmail.com

SEBI REGISTRATION NUMBERS & DATE

NSE - CM	INB 231201139	15-01-2004
NSE - F&O	INF 231201139	19-05-2004

INVESTORS GRIEVANCES

For any grievance/dispute, please contact GSPL at the above address or email us at our investor grievance Email ID : rishikant.ladia@ganeshamonline.com and call us at +91 33 2213 1581.
In case not satisfied with the response, please contact the concerned exchange(s)

National Stock Exchange of India Limited	ignse@nse.co.in	022-2659 8190
Securities and Exchange Board of India	investorcomplaints@sebi.gov.in	022-2644-9000

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MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

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DISCLOSURE INFORMATION

Sub : Disclosure of Proprietary Trading

To increase transparency in the dealings between us as a Trading Member and you as a Client we do hereby disclose that apart from Client based trading, we also do proprietary based trading (self account) in ALL SEGMENTS of ALL EXCHANGES in which we are members. You are requested to please take a note of the same

Sub. : Inter - Settlement of Securities

Clients are advised not to sell shares unless lying in Demat Account. However, Inter-Settlement of Securities will be provided to the Client through instruction in Format provided which is valid only when received through Fax / E-mail & confirmed over telephone by taking a token number by the Client.

GSPL will charge for this service at a rate communicated to the Client from time to time.

GSPL will be not responsible / liable for any profit / loss incurred / sustained by the Client for mistake / failure of whom so ever for Inter-Settlement of Securities.

MANDATORY DOCUMENTS

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

B. Proof of Identity (POI):

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA):

List of documents admissible as Proof of Address:

*(*Documents having an expiry date should be valid on the date of*

submission.)

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

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

FOR CORPORATES

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- 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).
- Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
- Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
- Copies of the Memorandum and Articles of Association and certificate of incorporation.
- Copy of the Board Resolution for investment in securities market.
- Authorised signatories list with specimen signatures.

FOR PARTNERSHIP FIRM

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Certificate of registration (for registered partnership firms only).
- Copy of partnership deed.
- Authorised signatories list with specimen signatures.
- Photograph, POI, POA, PAN of Partners.

FOR TRUST

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- Certificate of registration (for registered trust only).
- Copy of Trust deed.

- List of trustees certified by managing trustees/CA.
- Photograph, POI, POA, PAN of Trustees.

FOR HUF

- PAN of HUF.
- Deed of declaration of HUF/ List of coparceners.
- Bank pass-book/bank statement in the name of HUF.
- Photograph, POI, POA, PAN of Karta.

FOR UNINCORPORATED ASSOCIATION OR A BODY OF INDIVIDUALS

- Proof of Existence/Constitution document.
- Resolution of the managing body & Power of Attorney granted to transact business on its behalf.
- Authorized signatories list with specimen signatures.

FOR BANKS/INSTITUTIONAL INVESTORS

- Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.
- Authorized signatories list with specimen signatures.

FOR FOREIGN INSTITUTIONAL INVESTORS (FII)

- Copy of SEBI registration certificate.
- Authorized signatories list with specimen signatures.

FOR ARMY/ GOVERNMENT BODIES

- Self-certification on letterhead.
- Authorized signatories list with specimen signatures.

FOR REGISTERED SOCIETY

- Copy of Registration Certificate under Societies Registration Act.
- List of Managing Committee members.
- Committee resolution for persons authorised to act as authorised signatories with specimen signatures.
- True copy of Society Rules and Bye Laws certified by the Chairman / Secretary.

ADDITIONAL DOCUMENTS IN CASE IF TRADING IN DERIVATIVES SEGMENTS

1. Illustrative list:
 - Copy of ITR Acknowledgement
 - Copy of Annual Accounts
 - In case of salary income - Salary Slip, Copy of Form 16
 - Net worth certificate
 - Copy of demat account holding statement.
 - Bank Account statement for last 6 months
 - Any other relevant documents substantiating ownership of assets.
 - Self declaration with relevant supporting documents.
**In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.*
2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing

name of the client.

4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
 - a. Form need to be initialized by all the authorized signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR INDIVIDUALS

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

A. IDENTITY DETAILS

Name of the Applicant

Father's / Spouse Name

Gender Male FemaleMarital Status Single Married

Date of Birth

Nationality

Status Resident Individual Non Resident Foreign National

PAN

UID / Aadhaar, if any :

Specify the proof of Identity submitted

B. ADDRESS DETAILS

Address for Correspondence

City / Town / Village

PIN

State

Country

Phone (Office)

Phone (Resi.)

Mobile

Fax

Email

Specify the proof of address submitted for correspondence address

Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant)

City / Town / Village

PIN

State

Country

Specify the proof of address submitted for permanent address

C. OTHER DETAILS

Gross Annual Income Details (please specify) : Income Range per annum:

 0-1 Lac 1-5 Lacs 5-10 Lacs 10-25 Lacs >25 Lacs

or Net-worth as on date _____ Rs. _____ (Net worth should not be older than 1 year)

Occupation

 Private Sector Public Sector Government Service Business

(please tick any one

 Professional Agriculturist Retired Housewife

and give brief details):

 Student Others (please specify)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 / CLIENT

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D	D	M	M	Y	Y	Y	Y

KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR NON INDIVIDUALS

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

A. IDENTITY DETAILS**Name of the Applicant**

Date of Incorporation

Place of Incorporation

Date of commencement of business

PAN

Registration No. (e.g. CIN)

Status Private Limited Co. Public Ltd. Co. Body Corporate Partnership Trust Charities
 (please NGO's FI FII HUF AOP Bank Society BOI LLP
 tick any one) Government Body Non-Government Org. Defence Establishment Others _____

B. ADDRESS DETAILS

Address for Correspondence

City / Town / Village

PIN

State

Country

Phone (Office)

Phone (Resi.)

Mobile

Fax

Email

Specify the proof of address submitted for correspondence address

Registered Address (if different from above):

City / Town / Village

PIN

State

Country

Specify the proof of address submitted for registered address

C. OTHER DETAILS

Gross Annual Income Details (please specify) : Income Range per annum:

 0-1 Lac 1-5 Lacs 5-10 Lacs 10-25 Lacs 25 Lacs - 1 Crore >1 Crore

Net-worth as on date _____ Rs. _____ (*Net worth should not be older than 1 year)

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Whole Time Directors:

 Politically Exposed Person (PEP) Related to a 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

6

D	D	M	M	Y	Y	Y	Y

DETAILS OF PROMOTERS / WHOLE TIME DIRECTOR / TRUSTEES / PARTNERS / KARTA OF HUF / AUTHORISED PERSON TO DEAL IN SECURITIES ON BEHALF OF THE ENTITY / PERSON. (Use separate sheet in case space provided is not sufficient)

PARTICULARS	1st Signatory	2nd Signatory	3rd Signatory	4th Signatory	5th Signatory	6th Signatory
Full Name						
Designation						
Residence Address with PIN Code						
Contact Nos.						
PAN						
DIN / UID						
Equity Stake %						
Proof of Identity						
Proof of Address						
Photograph	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it	Please affix your recent passport size photograph and sign across it
Signature 						

A. BANK ACCOUNT(S) DETAILS

	First Account (Default)	Second Account	Third Account
Bank Name			
Branch Name			
Branch Address			
Bank Account No.			
Account Type - <i>Saving/ Current / Others - In case of NRI/NRE/NRO</i>			
MICR Number			
IFSC Code			

B. DEPOSITORY ACCOUNT(S) DETAILS

DP Name			
Depository Name NSDL / CDSL			
DP ID			
Beneficiary ID (BO ID)			
Beneficiary Name 1			
Beneficiary Name 2			
Beneficiary Name 3			

C. TRADING PREFERENCES

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

NSE-CM 
SIGNATURE OF THE CLIENT

NSE-F&O 
SIGNATURE OF THE CLIENT

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 following details:

Sub-broker's Name		SEBI Registration number
Registered office address		
Phone	Fax	Signature of Sub-Broker (optional)
Website		
Email ID		

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	

F. 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) : _____

Number of years of Investment/Trading Experience

Any other information

G. INTRODUCER DETAILS (optional)

Name of the Introducer (Surname - Name - Middle Name)

Status of the Introducer Sub-broker Remisier Authorized Person
 Existing Client Others, please specify.....

Address of the Introducer

Phone No. of the Introducer

Signature of the Introducer

Mobile No. of the Introducer

H. NOMINATION DETAILS *(for individuals only)*

<input type="checkbox"/> I/We wish to nominate <input type="checkbox"/> I/We do not wish to nominate		PHOTOGRAPH Please affix your recent passport size photograph and sign across it	PHOTOGRAPH Please affix your recent passport size photograph and sign across it
Name of the Nominee			
Relationship with the Nominee			
PAN of Nominee	Date of Birth of Nominee		
Address of the Nominee			
Phone No. of the Nominee			

If Nominee is a minor, details of guardian

Name of Guardian	
Address of Guardian	
Phone No. of Guardian	Signature of Guardian
Mobile No. of Guardian	

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

Name	Name
Signature	Signature
Address	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.
- 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.
- 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.

D	D	M	M	Y	Y	Y	Y

PLACE



SIGNATURE OF CLIENT / (All) AUTHORIZED SIGNATORY (ies)

FOR OFFICE USE ONLY

(Originals verified) True copies of documents received

D	D	M	M	Y	Y	Y	Y

(Self-Attested) Self Certified Document copies received

UCC Code allotted to the Client		File Reference No.	
	DOCUMENTS VERIFIED WITH ORIGINALS	CLIENT INTERVIEWED BY	IN-PERSON VERIFICATION DONE BY
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature of the Employee			

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

SEAL / STAMP OF THE STOCK BROKER

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 nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment / delivery and related aspects by a client. In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of Director(s) / Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN

is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules / regulations / circulars / guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges / SEBI.
47. All additional voluntary clauses / document added by the stock broker should not be in contravention with rules / regulations /

notices / circulars of Exchanges / SEBI. Any changes in such voluntary clauses / document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or 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.

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.exchange.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 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 payout 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.

a. Refusal of orders for penny/illiquid stock

Penny stocks are those stocks appearing in the list of illiquid securities Issued by Exchanges from time to time.

The stock broker may from time to time limit (quantity and/or value)/refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker/exchange(s)/SEBI. Provided further that stock broker may require compulsory settlement/advance payment of expected fund pay-in obligation/delivery of securities for settlement prior to acceptance/ placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and the client is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

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 to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker 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 as broker 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 anytime, 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 and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/ exchange/SEBI and 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.

The client is not entitled to trade without adequate margin / security and that it shall be his/her/its responsibility to ascertain before hand the margin / security requirements for his/her/its orders/trades/deals and to ensure that the required margin / security is made available to the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he/she/it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) &/or any claim/loss/ damage arising out of the non availability /shortage of margin /security required by the stock broker &/or exchange & / or SEBI.

c. Applicable brokerage rate

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under :

(a) For Cash Market Segment : The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

(b) For Derivatives segment :

i. For Option Contracts : Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract.

It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs

100/- (per lot) whichever is higher.

ii) For F&O Contracts : The maximum brokerage chargeable by a trading Member in relation to trades effected in the contracts admitted to dealing on F&O segment of NSE is fixed at 2.5% of the contract value exclusive of statutory levies.

d. Imposition of penalty | delayed payment charges

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges at such rates as may be determined by the stock broker.

In case 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.

The Company follows a policy of making payment within next working day from the date it becomes due. Clients maintaining running account with the brokers are required to make a written application for payment at the head office/regd. office. For such clients payment due date shall be next working day from receipt of such letter. Similarly for margin release the clients have to make written application at Head Office/Regd. Office and the shares/funds shall be released within next working day from the receipt of such application. However, in case where the shares of client are lying with the clearing corporation/clearing house the same shall be released in three working days from the receipt of such letter. The payment shall be subject to force majeure conditions.

The client is aware and agrees that arrangement for the collection of cheque from Head Office/Regd. Office or Branch Office is to be made by the client. Under no circumstances responsibility of delivering of cheque lies with the broker.

However, if the company is at default in making timely payment, it agrees to pay delayed payment interest @ 7.5% for period of default. For clients not having running account such period shall commence from one day after the settlement day and for clients who have given authority for running account such period shall commence from one day after the receipt of written request from the clients and such period shall end on day of payment.

The client is aware and agrees that he has to demand the delayed payment interest in writing. Such demand of delayed payment is

to be sent to head office/registered office. Furthermore, interest shall be claimed by the client within 15 days from the end of the calendar month in which such payment becomes due. The client agrees that no delayed payment interest can be claimed by him from the stock broker after expiry of 15 days from the end of the calendar month in which such payment becomes due.

The client is aware and agrees that there shall be no interest for delay payment due to force majeure conditions.

The client is aware and agrees that the stock broker has a right to claim interest from client @ 15% p.a. for the delay payment on the outstanding balance payable by the client.

Further more the client is aware and agrees that the stock broker does not lose his right to claim interest from client for delayed payment even if the stock broker has not charged/claimed interest on delayed payment on earlier occasions. The client agrees that waiver of interest by stock broker on delay payment in past will not lead to stock broker losing his right of such delayed payment charges in future.

The client agrees to pay to the stock broker brokerage, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

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

i) The right to sell client's securities without giving notice to the client on account of non payment of client's dues.

Notwithstanding any thing contained any where in this agreement or elsewhere the stock broker is entitled to but not obliged to sell client's share without further notice due to non payment of dues by the client, and/or if the client has failed to meet any of his obligations and such obligations include but not limited to non payment by client within the date of settlement.

The client is aware and agrees that such sale of shares of client by the stock broker may lead to losses by the client and that such loss shall entirely and exclusively be borne by the client and the share broker shall not be held responsible for such losses.

The client is also aware and agrees that the stock broker is entitled to sell his shares on the next working day or any day thereafter from the date of settlement and the stock broker also has discretion to decide time of such sell on the next working day or any day thereafter, as the case may be. The client also agrees not to question the time of such sale.

The client is also aware and agrees that sell of securities shall be at the market rate.

The client & stock broker agree that such sell of client securities shall be limited to the extent of settlement/margin obligation.

- ii) The right to close client's position without giving notice to the client on account of non payment of client's dues.

Notwithstanding any thing contained any where in this agreement or elsewhere the stock broker is entitled to but not obliged to close existing position of the client without giving prior notice on account of non-payment.

The client is aware and agrees that such closer of existing open position by stock broker may lead to losses by the client and that such losses shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such losses.

The client is also aware and agrees that time for close of existing open position by stock broker shall be thirty minutes before schedule close of trading or MTM percentage reaching or crossing 75% of margin available.

The client is also aware and agrees that closer of existing open position by stock broker shall be at market rate.

The client and stock broker agree that such close of existing position shall be limited to the extent of settlement/margin obligation.

f. Shortages in obligations arising out of internal netting of trades

The policy and procedure for settlement of shortage, obligations arising out of internal netting of trades is as under :

- i) The short delivering client is debited by an amount equivalent to closing rate of the trading day immediately preceding the settlement date plus 20%. The securities delivered short are purchased from market on the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller

client along with reversal entry of provisionally 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 Auction day on Exchange + 10%. However, 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 auction payout is after the book closure / record date, would be compulsory closed out at (a) official closing price on the auction day plus 10% or (b) the highest traded price from first trading day of the settlement till the auction day- which ever is higher.

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

- 1) Condition under which the client may not be allowed to take further position :

Notwithstanding any thing contained any where in this agreement or elsewhere the stock broker may not allow the client to take further position where it seems to stock broker's risk management that such further position by client is undesirable and/or may lead to a risk to stock broker and/or other circumstances considered relevant by the stock broker including but not limited to :

- i) Client being in default.
ii) Client not having adequate margin in his account as per brokers norms.
iii) Client failing in keeping adequate margin in past.
iv) Client failing in keeping margin in desired form.
v) Client profile does not justify such further position.

The client is aware and agrees that such refusal by stock broker may lead to opportunity loss by the client and that such opportunity loss or any other loss that may be incurred due to such refusal by the stock broker shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such refusal.

Furthermore, the stock broker is entitled to disable/freeze trading facility of the client (and also his account), if the client has committed a crime/fraud or has acted in contradiction of this agreement or is likely evade/violate any law, rules, regulation directions of a lawful authorities including but not limited to that of SEBI, Exchange, Depository or if the stock broker so apprehends that the further trade may lead to such evasion/violation of any law, rules, regulation, directions of a lawful authorities.

2) Condition under which stock broker may close existing position of a client :

Notwithstanding any thing contained any where in this agreement or elsewhere the stock broker is entitled to but not obliged to close existing position of the client if the client has failed to meet his obligations and such obligations include but not limited to:

- i) non payment by client.
- ii) client not having adequate margin in his account as per brokers norms.
- iii) client's Mark to Market (MTM) percentage reaches or crosses 75% of margin available.
- iv) client failing in keeping margin in desired form.

The client is aware and agrees that such closer of existing open position by stock broker may lead to losses by the client and that such loss shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such losses.

The client is also aware and agrees that time for close of existing open position by stock broker shall be thirty minutes before schedule close of trading or MTM percentage reaching or crossing 75% of margin available.

The client is also aware and agrees that closer of existing open position by stock broker shall be at market rate.

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

(i) The client may request the stock broker to temporarily suspend his account and stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.

(ii) The stock broker can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or I and regulatory order/action requiring client suspension.

i. De-registering 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 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 a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a 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;
- (vi) If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;
- (vii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix) 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;
- (x) If the Client suffers any adverse material change in his / her/its financial position or defaults in any other agreement with the Stock broker;
- (xi) If the Client is in breach of any term, condition or covenant

of this Agreement;

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement, all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place as mentioned in the client agreement executed between stock broker and the client.

Client Acceptance 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 at applicability of any provision/clauses of this document under any circumstances whatsoever. 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 such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones

etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing/displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or any other suitable or applicable mode or manner. I/we agree that the postal department/the courier company and the e-mail / voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department/the courier company/the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me/us and stock broker before any court of law / judicial/adjudicating authority including arbitrator/mediator etc.



SIGNATURE OF THE CLIENT

TARIFF SHEET / BROKERAGE SLAB

SEGMENT	DELIVERY (%)	MINIMUM (PAISA)	SQUARE OFF (%)	RISK CATEGORY
Cash				
Futures				
Options				

(The above rates are exclusive of STT, Service Tax, Stamp Duty, SEBI Fee, Transaction Charges & other charges, if any, which will be separately charged as per applicable rates from time to time.)



SIGNATURE OF THE CLIENT

VOLUNTARY DOCUMENTS

Help us in preventing money laundering / terrorist financing..... Your assistance really matters us.

Ever wondered why the broker is asking you certain personal information which has hitherto never been called for ? Such information can include documents evidencing source of funds / income tax returns / bank records etc. by providing this information to the broker, at the time of account opening and subsequently as and when required, you are actually assisting the efforts in prevention of money laundering / terrorist financing. Here are the details, presented in the form of frequently asked question (FAQs) to let you know how.

What is Money Laundering ?

Money Laundering is the process by which criminals attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities, thereby avoiding prosecution, conviction and confiscation of the criminal funds. The term Money Laundering is also used when the funds are used for terrorist financing, though the origins of the funds may be legitimate.

Money Laundering has required a global character that not only threatens security, but also compromises the stability, transparency, and efficiency of financial systems. Money Laundering techniques are becoming more sophisticated and complex with each passing day.

The objective of AML & CFT Program is to prevent financial intermediaries from being used as a tool for the purpose of money laundering and terrorist financing and to preserve the integrity of the Financial System.

In response to mounting concern over Money Laundering, the Financial Action Task Force on Money Laundering (FATF) was established by the G-7 summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

How much money is laundered per year ?

The IMF has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between USD 590 billion and USD 1.5 trillion. However it must be said that overall it is absolutely impossible to produce a reliable estimate of

the amount of money laundered and therefore the FATF does not publish any figures in this regard.

How is Money Laundered ?

In the initial - or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders etc.) that are then collected and deposited into accounts at another location.

After the funds have entered the financial systems, the second - or layering - stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channeled through the purchase and sale of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not co-operate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

Having successfully processed his criminal profits through the first two phases the launderer then moves them to the third stage - integration - in which the funds re-enter the legitimate economy. The launderer might choose to invest the funds into real estate, luxury assets or business ventures.

Where does money laundering occur ?

Money laundering can occur practically anywhere in the world. Generally, Money Laundering tend to seek out countries or sectors in which there is a low risk of detection due to weak or ineffective anti-money laundering programmes.

How does money laundering affect business, economic development & society at large ?

Money Laundering damages the integrity of the financial institution, entire society and undermines democracy and the rule of the law as it rewards corruption and crime.

There is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting Money Laundering and terrorist

financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

The possible social and political costs of money laundering, if left unchecked or dealt with ineffectively, are serious. Organised crime can infiltrate financial institutions, acquire control of large sectors of the economy through investment, or offers bribes to public officials and indeed governments.

The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society.

How does fighting money laundering help fight crime ?

Targeting the money laundering aspect of criminal activity and depriving the criminal of his ill-gotten gains means hitting him where he is vulnerable. Without a usable profit, the criminal activity will not continue.

What should individual governments be doing about it?

A great deal can be done to fight money laundering, and indeed, many government have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon - both within government and the private business sector - and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem.

Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize & ultimately confiscate criminally derived assets; and building the necessary frameworks for permitting the agencies involved to exchange information among themselves and with counterparts in the countries.

What are local regulations on AML/CFT ?

- a) Prevention of Money Laundering Act, 2002 (PMLA) came in to force with effect from July 01, 2005 read with the prevention of Money Laundering (Amendment) Act, 2009.
- b) SEBI Guidelines on PMLA vide circular issued in January, 2006 followed by latest Master circular issued in February, 2010.
- c) Exchanges have also issued Guidelines on PMLA to be followed by all registered intermediary.

How is Money Laundering defined under PMLA 2002?

Section 3 of the Prevention of Money Laundering Act

(PMLA) 2002 defines the „Offence of Money Laundering. as:

"Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is party or is actually involved in any process or activity connected with the **proceeds of crime** and projecting it as untainted property shall be guilty of the offence of money laundering."

"**Proceeds of crime**" has been defined in Section 2 of the PMLA as the property derived or obtained directly or indirectly by any person, as a result of criminal activity relating to a scheduled offence or the value of such property.

"**Scheduled Offences**", as per section 2 of PMLA, are specified in two parts of the schedule to PMLA. The value involved in offences specified in Part B should be Rs.30 lakhs or more.

Why KYC/AML Policy for Market / Intermediary ?

SEBI has instructed all Market Intermediary to adopt a KYC/AML Policy

- a. To prevent criminal elements from using the Capital Market for money laundering activities
- b. To enable the Broker to know/understand the customers and their financial dealings better, which in turn would help the Broker to manage risks prudently.
- c. To put in place appropriate controls for detection and reporting of suspicious activities in accordance with applicable laws/laid down procedures.
- d. To comply with applicable laws and regulatory guidelines.
- e. To take necessary steps to ensure that the concerned staff is adequately trained in KYC/AML procedures.

What are the obligations of Market Intermediary under PMLA 2002?

Section 12 of PML Act 2002, places certain obligations on every banking company, financial institution and intermediary, which include:

- a. Maintaining a record of prescribed transactions.
- b. Furnishing information of prescribed transactions to the specified authority (Financial Intelligence Unit-India (FIU-IND)). NOTE : For reference, all are requested to go through SEBI master circular available at www.sebi.gov.in and also visit FIU site available at www.fiuindia.gov.in

- c. Verifying and maintaining records of the identity of its clients.
- d. Preserving records in respect of a, b, c above, for a period of 10 years from the date of cessation of transactions with the clients.

What is Financial Intelligence Unit-India (FIU-IND)?

Financial Intelligence Unit-India (FIU-IND) is a **central**, national agency, set up by Government of India on 18th November,2004, responsible for receiving (and as permitted, requesting), **analyzing** and **disseminating** to the competent authorities, disclosures of financial information: (i) Concerning suspected proceeds of crime and potential financing of terrorism, or (ii) Required by national legislation or regulation, in order to combat **money laundering and terrorist financing**.

What are the transactions to be reported by Market Intermediary to Financial Intelligence Unit-India (FIU-IND)?

- a. All cash transactions of the value of more than Rs.10 lakhs or its equivalent in foreign currency.
- b. All series of cash transactions integrally connected to each other, which have been valued below Rs.10 lakhs

or its equivalent in foreign currency (excluding individual transactions below Rs.50,000/- in the reporting) where such series of transactions have taken place within a month and the aggregate value of such transactions exceeds Rs.10 lakhs.

- c. Counterfeit currency transactions.
- d. Suspicious transactions.

What are suspicious transactions?

Rule 2(1)(g) of PMLA-2002 defines suspicious transactions as:

A transaction whether or not made in cash which, to a person acting in good faith-

- a. gives rise to a reasonable ground of suspicion that it may involve the **proceeds of crime**; or
- b. appears to be made in circumstances of unusual or unjustified complexity; or
- c. appears to have no economic rationale or bonafide purpose; or
- d. gives rise to a reasonable ground of suspicion that it may involve **financing of activities relating to terrorism**.

POLICY/DECLARATION ON AML/CFL BY GSPL

1.	AML Policy	We have in place written policy & procedure as per guidelines issued by SEBI / Exchange.
2.	Know Your Customer (KYC)	We have in place system for identification of our clients including KYC documentation.
3.	Maintenance of Records	We update the client profile on a regular basis.
4.	Screening against negative lists	We have in place record maintenance and retention procedures as prescribed. We screen the client database to ensure that it is not held by or linked to anyone included in the specified list.
5.	Risk Assessment	We have in place system to place clients into high, medium & low risk category and apply enhanced due diligence for clients that pose a higher risk.
6.	Clients of Special Category	We have in place policy to place clients of special category such as persons with political link, non-residents, Trusts, NGOs, closely held Companies, etc. in high risk category.
7.	Monitoring, Identification & Reporting of Suspicious Transactions	We have in place, systems and procedures for monitoring, detection and reporting of suspicious transactions to the relevant authorities.
8.	Audit	We are subject to inspection by SEBI/Exchanges. Additionally we are periodically audited by independent internal auditors who assess AML policies and procedures too.
9.	Designated Principal Officer	



INFORMATION PROVIDED BY THE CLIENT IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002

Name of the Client : _____ Client Code : _____

If Business / Profession : Nature of Business : _____

Industry : _____

Details of my/our Relatives, having account with GSPL

Name	Relationship	UCC (Client Code)
1.		
2.		

Details of the Corporate / Partnership Firm / Trust etc. where I/We am/are affiliated

Name	Entity Type	Nature of business	Relationship	UCC (Client Code)
1.				
2.				
3.				
4.				

I/We agree to submit every year any one of following documents to GSPL :

- | | |
|--|-------------------------------------|
| 1. Profit & Loss Account and Balance Sheet | 2. Form No. 16 (Salary Certificate) |
| 3. Self attested copy of Income Tax Return | 4. Networth Certificate |
| 5. Demat Transaction Statement & Bank Statement (for 6 months) | |

I/We confirm that I/We will immediately inform GSPL in case I/We am/are convicted under any grounds or any action is taken against me/us by any authority(ies).

- I/ We hereby declare that I / We do not fall under the Clients of Special Category as defined in Prevention of Money Laundering Act, 2002, or
- I/ We declare that I/ We fall under Clients of Special Category as defined in Prevention of Money Laundering Act, 2002 (choose the relevant category as under) :
- Non resident Client
 - Politically Exposed Persons
 - Non face to face client
 - Companies having close family shareholdings or beneficial ownership
 - Trusts, Charities, Non- Governmental Organisations (NGOs) and organizations receiving donations
 - Clients in high risk countries where existence / effectiveness of money laundering controls is suspect etc.
 - High Net-worth Clients
 - Companies offering foreign exchange offerings
 - Clients with dubious reputation as per public information available etc.

I/We intend to invest in the stock market with : [] Own Funds [] Borrowed Funds

(If Borrowed Funds, then please specify below Sources of Funds):

Sources of Borrowed Funds (if any)	Amount (Rs.)

I/We hereby declare that I/We am / are beneficial owner of the Trading/Online Account opened with GSPL



SIGNATURE OF THE CLIENT

FOR OFFICE USE ONLY

RISK CATEGORY : VERY HIGH HIGH MEDIUM LOW VERY LOW

VOLUNTARY

30

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds and securities on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled within one working day of request, if the same is lying with Ganesham Securities Private Limited & within 3 working days from the request if the same is lying with clearing member / clearing corporation.
2. I/we understand and agree that no interest will be payable to me/us on the funds or securities so retained with you.
3. I/we may be trading in derivatives segment & cash segment of various Exchanges and hence have various accounts with you. In this regard I/we hereby authorize Ganesham Securities Private Limited to act at its discretion of adjusting any credit balance under my/ our various accounts against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
4. I/we also confirm that the securities lying in my withhold A/c should be considered as margin deposit / collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us. against any of my / our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
6. I/we hereby authorize you to pledge my / our securities deposited as margin or withheld by you as permitted in the running account and to deposit my / our funds deposited as margin to Exchanges / Clearing Corporations towards margin.
7. I/ We agree that this authority letter shall remain in force until it is being revoked by me / us in writing to GSPL.
8. I/we may revoke the authorisation at any time by giving a written notice.
9. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Ganesham Securities Private Limited.
10. I/we agree that fund given towards collaterals/margins in form of bank guarantee (BG) / Fixed Deposit Receipts (FDR) may not be periodically settled.
11. I/we agree that (a) in respect of derivatives market transactions, the Trading Member may retain the requisite securities / funds on settlement date to take care of any margin obligation arising in next 5 days, calculated in the manner specified by the Exchange, (b) in respect of cash market transactions, the Trading Member may retain entire pay-in obligation of funds & securities due from me/us as on the date of settlement to take care of margin obligation in next 5 days, calculated in the manner specified by the Exchange.
12. I/we agree/understand that there shall be no inter-client adjustment for the purpose of settlement of the running account.
13. I/we shall bring any dispute arising from the statement of account or settlement so made to the notice of the Trading Member preferably within 7 working days from the date of receipt of funds/securities or statement as the case may be.

PREFERENCE OF CLIENT FOR SETTLEMENT OF RUNNING ACCOUNT (FUNDS & SECURITIES)

Settlement Preferences	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
------------------------	----------------------------------	------------------------------------

Thanking you,
 Yours truly,



SIGNATURE OF THE CLIENT

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

1. PARTICIPATION :

The client shall ensure that he/she/it is eligible to enter into this agreement. The client having agreed to enter into this agreement shall be deemed to have satisfied himself / herself / itself with regards to eligibility in this respect. During the currency of the agreement, it shall be the duty of the client to inform the stock broker immediately of the change in constitution, identify by the change of name, residential status or any other information as provided by the client at the time of entering into this agreement.

2. ACTING AS A SUB-BROKER:

The client agrees that he/she/it will not act as a sub broker without prior written permission of the stock broker and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI)

3. ORDER PLACEMENT / CONFIRMATION / MODIFICATION / CANCELLATION :

- a) The client or his duly authorised representatives whose particulars has been provided by the client to the stock broker shall be entitled to place / modify / cancel an order for sale or purchase of any securities through email, in writing, oral communication via telephone or otherwise and on receipt of such instructions those orders shall be forwarded for the execution.
- b) The client agrees to accept confirmation/modification/cancellation or an order for the sale or purchase of any securities through oral communication via telephone or otherwise.

4. CONTRACT NOTE :

- a) The stock broker shall deliver to the client a contract note of the trades executed on their behalf by any of the means of communication specified hereinafter in clause 11 of the agreement.
- b) The client also authorises the stock broker to deliver the contract note or any other documents at the address provided by the client to any person available at that address.

5. TRADE CONFIRMATION:

The client agrees to accept trade confirmation in the form of contract note. In all cases, the stock broker reserves the right to determine the validity of the client's objection to the transaction. The client agrees that the stock broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the client not intimated to the stock broker in writing.

6. MARGINS:

- a) The client agrees to pay initial margin as specified by NSE/SEBI before placing any order, the stock broker will have all the right not to execute the order if the client has not placed the required initial margin with the stock broker.

b) Capital / Cash Market :

The client is required to deposit a minimum margin, which shall be decided upon by the stock broker and accordingly the client will be able to take net open position. The stock broker may require additional margin on the securities proposed to be purchased or sold unless the client already has an equivalent credit in his / her party ledger with the stock broker or has transferred the securities to the account of the stock broker.

c) Derivatives Trading :

In the derivatives segment, the client is liable to pay an initial margin up - front on or before creating a position. Such margin shall be decided upon by the stock broker or the exchange from time to time. Further more, the client is liable to pay (or receive) daily margins depending on whether the price of the Derivative Contract moves for or against for the position undertaken. The client may also be liable to pay withholding margins, special margins or



such other margins as are considered necessary by the stock broker or the Exchange from time to time. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Derivatives Segment, the Clearing House or SEBI) and the client shall be obliged to pay such margins.

d) Mark to Market Margin in Derivatives :

For derivatives contracts, the client agrees that the stock broker shall raise bills on daily / weekly / monthly* basis. The client also agrees to pay an upfront margin at the beginning of each week that will be sufficient to cover the daily margins for the entire duration of the week. If at any time during the week, the cumulative Mark to Market (MTM) margin falls short of the margin available in the client's account, the client agrees to fulfill the stock broker's additional margin calls. As the upfront weekly margin calls are purely for operational convenience, the client will ensure that margins are adequate at all times and will immediately make good any shortfall that the stock broker may communicate.

e) Margin in the Form of Securities :

The client may place margin with the stock broker in form of securities as approved by the stock broker. Such securities may at the discretion of the stock broker be marked under lien in favour of the stock broker from the depository account of the client or such securities may be placed in a separate depository account titled "GANESHAM SECURITIES PRIVATE LIMITED" to be earmarked as margin from the client.

8. CLOSE OUT:

a) In case of purchases :

In case of purchases on behalf of client, the client authorises the stock broker to close out transactions by selling the securities, in case the client fails to make full payment to the stock broker for the execution of the contract before pay-in day (as fixed by stock exchange for the concerned settlement period), unless the client already has an equivalent credit with the stock broker. The loss incurred in this regard, if any, will be met from the margin money of the client. The client agrees to pay the shortfall, if any, immediately on being intimated of the shortfall by the stock broker.

b) In case of Sale : In case of sales, if the client fails to deliver the securities sold with valid transfer documents before delivery day (as fixed by stock exchanges authorities for concerned settlement period). Close out will be done as per Exchange rules for auction of shares . Loss on transaction, if any, will be deductible from the margin money of the client, or the client agrees to make payment of the shortfall, if any, immediately on of being intimated of the shortfall by the stockbroker.

9. INTERSETTLEMENT OF SECURITIES :

The Client agrees that stock broker can / may deliver the shares against my/our sale, purchased by me/us in earlier settlement, i.e. inter-transferring the share from one settlement (purchase) to the other settlement (sales).

10. FORCE MAJEURE :

The stock broker shall not be responsible for any losses, costs or damages resulting directly or indirectly from :

- i)** any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the stock broker's control (including floor broker, exchange, dealing or clearing house); or
- ii)** any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information , or any breakdown, failure or malfunction beyond the control of the stock broker of any telecommunication or computer system;

The above Force Majeure events do not exempts the client to fulfill the obligations in his account with the stock broker.

11. MEMBER CLIENT COMMUNICATION

i) Form of Communication : All notices or communications issued under this agreement shall be served in any one or more or all of the following ways and such notice or communication under (a) to (l) below shall be served at the ordinary business address and / or ordinary place of residence and/or last known 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. by affixing it on the door at the last known business or residential address,
- g. by oral communication to the party or on the last known telephone number or on the recording machine of such number,
- h. 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 client is situated,
- i. by sending a message through trading system,
- j. by a notice pasted on the notice board of the Exchange if no address is known,
- k. by electronic mail or fax or
- l. by hand delivery

** Strike out, whichever is not required*

- ii) Any communication sent by the stock broker to the client shall be deemed to have been properly delivered or served, even if such communication is returned to the stock broker as unclaimed / refused / undelivered, 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 any one or more of the ways as mentioned in clause (i) above.

12. INDEMNIFICATION

The client shall indemnify and keep indemnified the stock broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the stock broker directly or indirectly, owing to bad delivery of shares / securities / and or / as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the client during the course of its dealing / operations of the Exchange(s).

The client confirms having read and understood the terms & condition of the Stock Broker Client Agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding / limiting the stock broker's and Exchange's liabilities.

13. COMPLIANCE OF THE LAW:

All transactions that are carried out by and on behalf of client shall be subject to Government notification, the rules, regulations and guidelines issued by SEBI, the Reserve Bank of India and the National Security Depository Limited, the Central Depository Services Limited, the Securities Contract Regulations Act and the rules made there under, and the bye-laws, constitution, rules, regulations, customs and usage, if any, of NSE.

14. PROPRIETARY TRADING:

The stock broker discloses herewith that it undertakes proprietary trading in addition to client based trading.

15. AMENDMENT

The stock broker may from time to time amend the agreement if required, for complying with any change in statute, regulation or with 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. In case the clients continues to deal with the stock broker subsequent to the intimation of such amendment, it shall be deemed that the client is agreeable to the new clauses. However the client has right to terminate the agreement through communication in writing subject to the meeting of the financial; and other obligations under this agreement.



To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

With reference to my/our registration as your client and the execution of Member Client Agreement of trading in NSE, I/We hereby unconditionally and irrevocably undertake and agree that :

1. I/We shall pay initial margin as specified by NSE before placing any order. GSPL will have all the rights not to execute the order, if I/We fail to place the required initial margin upfront with them.
2. I/We shall, when called upon to do so, provide additional/maintenance margin money to GSPL as required by them in respect of positions taken by me/us.
3. Margins will be payable only in acceptable forms (as stipulated by concerned exchange/SEBI from time to time), else may not be reckoned.
4. Excess Margins deposited towards one exchange/segment may be adjusted, on a running basis, towards margin requirement/ debit balance in same / other exchange/segment where I/We have the client account.
5. GSPL can/may hold shares purchased by me/us in their beneficiary/pool account as collateral/margin against my/our future trades/obligation in same/other segment/exchange.
6. GSPL can/may deliver the shares against my sale, purchased by me/us in earlier settlement, i.e., inter-transferring the share from one settlement (purchase) to the other settlement (sale) and debit the charges in my/our client account for such inter transfer, if any.
7. GSPL can/may adjust any credit lying in one settlement with the debit balance of subsequent settlement(s) and pay/ receive by netting the balances.
8. GSPL can/may withhold with them any credit balance lying to my/our account as collateral/margin against my/our future trades/obligation in same/other segment/exchange.
9. GSPL shall maintain my/our account, both securities and funds, on a running account basis, to be settled periodically. GSPL is also hereby authorised to consider the balances in my/our running funds and securities account for the purpose of margins/other obligations due in same/other segment/exchange on my/our account. No interest will be payable to me/ us on the amounts/ securities so retained.
10. Non-fulfillment of either the whole or part of the margin obligations/any other obligation/commitment at any point of time will give GSPL the right, without any further notice, to close-out outstanding position, withdraw trading facility, impose penalties, collect appropriate deposits including invoking bank guarantees/ fixed deposit receipts and/or selling out securities deposited/lying still undelivered. These measures are exclusive of anything GSPL deems fit to take at their discretion to financially safeguard themselves under the circumstances.
11. If I/We fail to make payment of consideration to GSPL in respect of anyone or more securities purchased by me/ us before the pay-in date notified by the exchange from time to time, GSPL shall be at liberty to sell the securities received in pay-out, in proportion to the amount not received, after taking into account any amount lying to my/our credit, by selling equivalent securities at any time on the Exchange not later than the fifth trading day reckoned from the date of pay-in. If GSPL do not sell the securities for any reason whatsoever, such securities shall be deemed to have been closed out at the close out price declared by the Exchange for the fifth trading day. I/ We agree that the loss, if any, on account of the close out, shall be to my/ our account.
12. If I/We fail to deliver any one or more securities to GSPL's pool account in respect of the securities sold by me/ us before the pay-in date notified by the Exchange from time to time, such undischarged obligation in relation to delivering anyone or more securities shall be deemed to have been closed out at the auction price or close-out price, as may be debited by GSPL in respect of the security for the respective settlement, to the extent traceable to me/ us

on my/our failure to deliver, otherwise the close out price on the date of pay-out in respect of the relevant securities, declared by the Exchange. I/ We further agree that the loss, if any, on account of the close out shall be to my/ our account.

13. GSPL may pledge securities received from me/ us or purchased through GSPL lying in my/ our account to the Stock Exchange(s) / NSCCL or their custodian appointed by them for the purpose of margin and/ or to facilitate my/ our transaction in the normal course of securities business. Further, GSPL shall release the securities to me/ us on my/ our request, if the same is releasable to me/ us.
14. To accept my/our order placement / modification / cancellation verbally and confirm about the same verbally. Hence, GSPL is advised not to send me/us any order confirmation / cancellation / modification / trade confirmation slip, etc.
15. GSPL may charge me/us the cost of holding my/our securities with them.
16. GSPL can/may pass on me/us any penalty imposed/loss suffered together with incidental expenses due to my/our violating any of the requirements/stipulations of NSE/SEBI or any other regulatory authority.
17. I/We will be extending all co-operation to GSPL in their endeavour towards Anti-Money Laundering. GSPL may initiate any enquiry against me/us and/or my/our transactions any time without any legal implication whatsoever against them. I/We understand that information about me/us and my/our transactions may be reported by GSPL to FIU/concerned authorities without any intimation to us and have no objection to the same.
18. I/We understand that GSPL might be doing proprietary trades and have no objection to the same.
19. I/We agree to abide by client level position limit and authorize you not to increase our open position beyond the stipulated limit, and if inadvertently exceeded, to actually reduce and bring it within acceptable limits. I/We further authorize you to debit us for any penalty imposed on you for our violation towards position limit.
20. All the trades done by me/us through you shall be completely on our behalf and I/We undertake that I/We shall not act as an unregistered sub-broker of Ganesham Securities Private Limited.
21. GSPL and its partners, officers, employees, and agents shall not be responsible or liable for any loss suffered or which may be suffered by me/ us, arising from any delay or failure in the transmission, receipt, execution or confirmation of orders due to any breakdown, interruption or failure of transmission of the Internet, computer network, software, hardware, other computer devices, Internet system and any problem arising from the my/ our side.
22. I/We will indemnify fully and hold harmless GSPL for any losses arising from the execution of order and / or instructions that got entered through the system at my/ our end.
23. GSPL and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond its control.

Thanking you,

Yours truly,



SIGNATURE OF THE CLIENT

CONSENT LETTER FOR DIGITAL COMMUNICATION

VOLUNTARY

To,
GANESHAM SECURITIES PRIVATE LIMITED
9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We are a client with Ganesham Securities Private Limited and my/our Trading Client Code is _____. With reference to SEBI circular No. MRD/Dop/SE/Cir-20/2005 dated September 08, 2005, I / we are desirous to avail the facility of Electronic Contract Notes.

I/We would request you that henceforth i.e. from _____ onwards you are requested to send my/our contract notes / trade confirmations through email on my/our

E-mail ID (1):

E-mail ID (2):

You are also requested to send the copies of the **daily / quarterly / periodical** ledger statements of accounts for funds and securities, margin statement, holding statements, bills / notice / circulars and other documents / communications, meant for me / us on this e-mail ID on a regular basis.

I/We shall ensure that this email ID is kept valid and any change in my/our above email ID shall be communicated to you in writing. I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my / our email account(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 agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non-receipt / delayed receipt for any reason whatsoever.

I am also aware that copies of the contract notes are also available in GSPL website for which I will be provided with a USER ID and Password . In case of non-receipt of mails the same will be intimated to GSPL immediately in writing. In case I wish to withdraw this facility I shall inform GSPL in writing at least one week in advance from the date of withdrawal.

Thanking You,
Yours Faithfully,



SIGNATURE OF THE CLIENT

DECLARATION FOR MOBILE NUMBER

VOLUNTARY

To,
GANESHAM SECURITIES PRIVATE LIMITED
9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We, _____ having PAN No. _____ do hereby declare that my/our Mobile Number is _____. Further, I / we authorise Ganesham Securities Private Limited that the same may be used for giving me / us any information / alert / sms / call.

I / We under take to GSPL and confirm to use my / our own judgement in taking a call and execute trade in the identified security(s) according to my / our financial strength / capabilities and shall not hold GSPL responsible for any loss suffered by me/us on account of executing or omitting to execute any trades in pursuance of the SMS alert(s) and / or investment advises sent by GSPL. I / We further declare that the above mentioned statement is true and correct.

Thanking You,
Yours Faithfully,



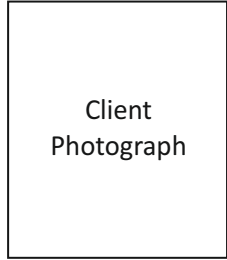
SIGNATURE OF THE CLIENT

BANK VERIFICATION LETTER**VOLUNTARY**

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

THIS IS TO CERTIFY THAT Mr. / Ms. / M/s. (Name of the Client) _____
 resident of (full address) _____
 _____, is holding a Savings/Current Bank Account No. _____
 jointly with _____ at _____ with our
 _____ branch since _____. His / her / their
 specimen signature(s) and photograph(s) as per the specimen recorded with us is being attested below :

**Signed in my presence and attested****Signature of Branch Manager
Stamp of the Bank**

(Bank Stamp and
 Client Signature
 across photograph)

Date : _____

Name of Branch Manager

AUTHORITY TO PLACE INSTRUCTIONS WITH GSPL ON MY/OUR BEHALF**VOLUNTARY**

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I / We hereby authorize the following persons whose specimen signatures are appended hereunder:-

- a. To give instructions / place orders with GSPL for buying and selling of securities and contracts on any Exchanges
- b. To sign, execute and / or acknowledge any document including Contract Notes, Statement of Margins and Statement of Accounts etc on my / our behalf.

SL. NO.	NAME	MOBILE NUMBER	SPECIMEN SIGNATURE

Thanking You,
 Yours Faithfully,

**SIGNATURE OF THE CLIENT**

ELECTRONIC PAYOUT REQUEST

VOLUNTARY

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I furnish below the details of my account held with _____ Bank to enable transfer of funds payable to me against sale of securities.

Bank :	Branch :
Type of Account : <input type="checkbox"/> Savings <input type="checkbox"/> Current	MICR No.:
<input type="checkbox"/> NRE <input type="checkbox"/> NRO <input type="checkbox"/> Others (Specify)	A/c. No. :
Copy of cheque must be enclosed.	IFSC CODE (RTGS / NEFT)

Name of Joint Account Holder (if any) : _____

I hereby declare that the particulars mentioned above are correct, complete and true and I request Ganesham Securities Private Limited to transfer the funds against payments due to me into the above mentioned Bank Account until any other instruction from my side. It is also agreed by me that the above facility is being provided to me at the instance of GSPL and it can be discontinued/withdrawn by GSPL at its discretion at any point of time, as and when required without prior notice.

1. The transfer of funds to my bank account will continue to be governed by the terms and conditions as per the Member Client Agreement entered by and between GSPL and myself.
2. I shall review, upon first receipt, all transfers of funds made into the aforesaid bank account. In case fund payment is not received in my account on the scheduled date then I will notify the same to GSPL within two days. After two days, I am solely responsible for any losses due to such delay and it shall be assumed by GSPL that the funds have been received by me.
3. If the transaction is delayed or not effected at all for incomplete or incorrect information provided by me, I would not hold GSPL responsible and/or indemnify GSPL from any loss or damage met by me under such circumstances.
4. All charges levied by Bank for the said facility shall be borne by me.

Thanking You,
 Yours Faithfully,



SIGNATURE OF THE CLIENT

AUTHORISING FOR DEBITING D.P. CHARGES

VOLUNTARY

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

Ref. - DP ID _____ DP Client ID _____

Sub : Debiting my Trading Account towards depository charges.

I / We hereby authorise you to debit my / our Trading Client Code _____ for all the charges relating to the above mentioned Demat Account. I / We understand that the said charges in the Demat Account, are incurred time to time and this authorisation of transferring the same to my trading account shall remain valid from time to time. I / We also authorise you to retain my/our shares till the clearance of the dues in the trading as well as demat account.

In case I/We wish to withdraw this authorisation, I/We shall inform GSPL in writing and acknowledge the same at least one week in advance from the date of withdrawal.

Thanking You,
 Yours Faithfully,



SIGNATURE OF THE CLIENT

ACKNOWLEDGEMENT

From,

D	D	M	M	Y	Y	Y	Y

To,

GANESHAM SECURITIES PRIVATE LIMITED

9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

Dear Sir / Madam,

Ref. : Acknowledgement for the receipt of documents

This is to acknowledge the receipt of a copy of the duly executed following documents viz.,

- Client Registration Form (KYC)
- Rights & Obligations
- Risk Disclosure Document
- Guidance Note
- Policies & Procedures
- A copy of any other document executed by me as a Client.

I hereby declare that I have the full intimation of the trading code and the Unique Client Code allotted to me and the email id for the purpose of receiving statements and other details incase provided by me, has been confirmed by Ganesham Securities Private Limited through their KYC.

Thanking You,

Yours Faithfully,



SIGNATURE OF THE CLIENT

FORMAT OF ANNEXURES

DECLARATION BY SOLE PROPRIETORSHIP / PARTNERSHIP FIRM

To,
GANESHAM SECURITIES PRIVATE LIMITED
9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001

D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

I refer to the trading account opened with you in the name of _____ and declare and authorise you as under :

I recognise that a Beneficiary Account cannot be opened with a depository participant in the name of a Sole Proprietorship / Partnership Firm as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorise you to recognise the DP Client ID _____ with Depository _____ having DP ID _____ opened in the name of the undersigned who is the Sole Proprietor / Partner of the firm.

I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfers to/from the above mentioned account. I recognise and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the trading account of the firm.

The Cheques / Demand Drafts may be issued by me from my individual account or my joint account with some one else. The amounts so given shall be solely/exclusively for credit to the account of my Sole Proprietorship / Partnership Firm M/s. _____ with Ganesham Securities Private Limited I shall not lay any claim whatsoever in future against GSPL for affording credit of such cheques / demand drafts issued from my individual/joint account, credit of which has been provided by GSPL to the account of my Proprietorship / Partnership Firm M/s. _____.

Thanking You,
Yours Faithfully,



SIGNATURE OF THE CLIENT

DECLARATION BY KARTA & ALL CO-PARCENERS IN CASE OF HUF ACCOUNT

To,
GANESHAM SECURITIES PRIVATE LIMITED
 9 INDIA EXCHANGE PLACE, 8th FLOOR, KOLKATA - 700001





D	D	M	M	Y	Y	Y	Y

Dear Sir / Madam,

- WHEREAS the Hindu Undivided Family of _____ is carrying on business in the firm name and style of _____ at _____ or we intent to deal, have or desire to have Share Trading Account with Ganesham Securities Private Limited (hereinafter referred as "Member"). We, undersigned, hereby confirm and declare that we are the present adult co-parceners of the said joint family and that _____ is the present Karta of the said joint family.
- We confirm that affairs of the H.U.F. firm are carried on mainly by the Karta _____ on behalf and in the interest and for the benefit of all the co-parceners. We hereby authorise the Karta _____ on behalf of the H.U.F. to deal on Capital Market Segment, Futures and Options Segment or any other segment that may be introduced by NSE in future and the said Trading Member is hereby authorised to honour all instructions oral or written given by him on behalf of the H.U.F.
 Mr. / Mrs. _____ is authorised to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through the Member on behalf of the H.U.F. _____ . He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the H.U.F. firm to the Member and agree and confirm that any claim due to the Member from the said H.U.F. firm shall be recoverable from the assets of anyone or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.
- We undertake to advise the Member in writing of any change that may occur in the Kartaship or in the constitution of the said joint family or of the said H.U.F. firm and until receipt of such notice by the Member which shall be binding on the said joint family and the said H.U.F. firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member for all dues and obligations of the said H.U.F. firm in the Member's books on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
- We recognise that a beneficiary account can be opened with a Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorise you to recognise the Beneficiary Account No _____ with Depository _____ opened in name of _____ who is the Karta of this H.U.F.
- The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorised to act on behalf of, and bind the said H.U.F. Firm.

<u>Name of the Minor</u>	<u>Father's Name</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Thanking You,
 Yours Faithfully,

Name :  Sign. of Karta	Name :  Sign. of Co-parcener	Name :  Sign. of Co-parcener	Name :  Sign. of Co-parcener
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(Along with rubber stamp)

FORMAT OF AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER / (S)

(To be obtained on Pre-printed Letter Head of the Firm)

Dear Sir / Madam,

We the Partners of M/s. _____, a partnership firm, having its office at _____ (office address) _____ (City) _____ (state) _____ hereby authorise Mr. / Ms. _____ And Mr. / Ms. _____ to open a securities trading account in Capital Market, F&O Segment on behalf of the firm M/s. _____ with the Trading Member Ganesham Securities Private Limited for sale and purchase of shares, debentures / derivative instruments in Capital Market Segment and or Futures and Options Segment or any other segment that may be introduced by NSE in future. He / She / They is /are authorised on behalf of the firm to deal in equities, derivatives, debentures, debt products and the said Trading Member is hereby authorised to honour all instructions oral or written, given on behalf of the firm by him/her/them.

Mr. / Ms. _____ and Mr. / Ms. _____ is / are authorised to sell, purchase, transfer, endorse, negotiate documents and/or/otherwise deal through GSPL on behalf of the firm M/s. _____. He/She/They is/are also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However any partner / authorised signatory(ies) can issue from bank account(s) in favour of GSPL for credit to Share trading account of the firm with GSPL, even though his/their signatures may not be available on the records of GSPL. These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be solely / exclusively for the account of the firm maintained with GSPL.

Note: Please affix Rubber Stamp of the firm for each signature.



SIGNATURE OF THE CLIENT



SIGNATURE OF THE CLIENT



SIGNATURE OF THE CLIENT

FORMAT OF BOARD RESOLUTION - IN CASE OF CORPORATE / TRUST

(To be given on the letter head of Corporates / Trusts)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS / TRUSTEES OF M/s. _____ Limited / TRUST AND HAVING ITS REGISTERED OFFICE

AT _____

HELD ON _____ DAY OF _____ 20 AT _____ A.M./P.M

RESOLVED THAT the Company/Trust be registered as Client with Ganesham Securities Private Limited member of NSE for the purpose of dealing in equities, F&O Contracts, debentures, debt & others products and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories :-

Sl. No.	Name	Designation
1	_____	_____
2	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise deal with/through deal through GSPL on behalf of the Company/Trust.

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

RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, wherever necessary, in the presence of any Trustees/any one Director and Company Secretary, if any, who shall sign the same in token of their presence."

For _____ Limited

Chairman / Company Seceretary / All Trustees

Specimen Signatures of the Authorised Persons

Sl. No.	Name	Specimen Signatures
1	_____	_____
2	_____	_____

RESOLVED FURTHER THAT, the above signatures to be attested by the person signing the resolution for account opening on behalf of the Company/Trust.

For _____ Limited

Chairman/Company Seceretary/All Trustees

SHARE HOLDING PATTERN OF CORPORATE CLIENT

AS ON

(On the Letter Head of the Company)

Name of the Shareholders	No. of Shares	% of Shares
A. Promoter Shareholders Holding more than 5%		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
B. Non-Promoter Shareholders Holding more than 5%		
1.		
2.		
3.		
4.		
5.		
C. Other (holding less than 5%)		
Total		100%



SIGNATURE OF THE CLIENT

Title :

Date :