

S. No.



## REGISTRATION KIT

- INDIVIDUAL
- HUF
- CORPORATE
- PARTNERSHIP FIRM

**Wegmans Financial Services Limited**

Member : NSE, MCX-SX & USE

Branch Head / Sub-broker Name : .....

Client Name : .....

Client Code : .....

Date of Registration : .....



## Wegmans Financial Services Limited

CIN : U74899DL1995PLC070139

Member : National Stock Exchange of India Ltd.  
MCX Stock Exchange Ltd.  
United Stock Exchange of India Ltd.

### SEBI Registration Numbers :

**NSE (CM)** : INB 230853634 • Dated : 12-01-1996  
**NSE (F&O)** : INF 230853634 • Dated : 02-06-2000  
**NSE (CDS)** : INE 230853634 • Dated : 25-08-2008  
**MCX-SX (CDS)** : INE 260853634 • Dated : 06-10-2008  
**USE (CDS)** : INE 270853638 • Dated : 31-08-2010

**Regd. Office** : F-7, East of Kailash, New Delhi-110065  
Ph.: 011-46601100-06, 46601111 • Fax : 011-26476654  
Email : helpdesk@wegmans.in  
[www.wegmans.in](http://www.wegmans.in)

#### Director

S. K. GUPTA  
Ph.: 011-46601122  
Email : wifl2000@yahoo.com

#### Compliance Officer

ANIL KUMAR  
Ph.: 011-46601111  
Email : dara@wegmans.in

For any grievance/dispute please contact **WEGMANS FINANCIAL SERVICES LTD.** at the above address or email id- dara@wegmans.in and Phone No. +91-11-46601111. In case not satisfied with the response, please contact the concerned exchange(s) at (NSE) ignse@nse.co.in and Phone No. +91-22-26598190, (MCX-SX) investorcomplaints@mcx-sx.com and Phone No. +91-22-67319000, (USE) investorcomplaints@useindia.com and Phone No. +91-22-42444999.

## 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:**

Types of entity	Documentary Requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control-either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership Firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of Trust deed. List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Unincorporated association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Army Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

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

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net Worth Certificate
Copy of Demat Account Holding Statement	Bank Account Statement for last 6 months
Any other relevant documents substantiating ownership of assets	Self declaration with relevant supporting documents.

1. 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.
2. Demat master or recent holding statement issued by DP bearing name of the client.
3. 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.
4. For non-individuals:
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

**ANNEXURE - 1**  
**ACCOUNT OPENING KIT**

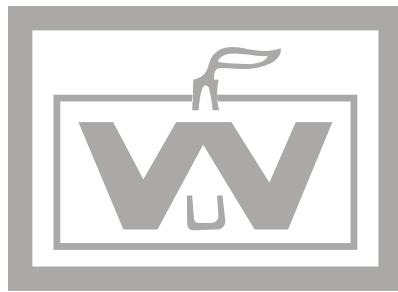
**INDEX OF DOCUMENTS**

**MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES**

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Account Opening Form	A. KYC Form - Document captures the basic information about the constituent and an instruction / check list.	1-4
		B. Document captures the additional information about the constituent relevant to trading account and an instruction / check list.	5-8
2.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/ trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	9-12
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	13-15
4.	Guidance Note	Documents detailing do's and don'ts for trading on exchange, for the education of the investors.	16-17
5.	Policies and Procedures	Document describing significant policies and procedure of the stock broker.	18-21
6.	Tariff Sheet	Document detailing the rate / amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	22

**VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER**

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Letter of Authority	To enable the trading member to act upon the clauses mentioned in the letter of authority	23
2.	Running Account Authorisation	Letter where in Client Authorises Stock Broker to maintain running account.	24
3.	Authorisation for Electronic Contract Notes	Where the client authorizes the stock broker to send contract notes and other documents in electronic form.	25
4.	Client Defaulter Declaration	Declaration for being not involved in any Terrorist Activity and not declared as defaulter by SEBI/Exchanges.	26
5.	Declaration for Name Mismatch	For Authorizing the payout as per enclosed Bank Proof.	26
6.	Declaration for Mobile Number	Declaration and permission to send information/alerts/SMS/call on the mobile no.	26
7.	Format of Board Resolution to be given by Corporate Client	Format of Board Resolution to be provided by Corporate entities on their letter head for opening of account	27
8.	Format of Declaration to be given by Partnership Firm	To be given by the Partners of the firm for opening of account	27
9.	Declaration by HUF	To be given by the karta and coparceners of the HUF	28
10.	Addendum to the Client Registration Form / Key Information	Information regarding prevention of money laundering	29



# **DOCKET - A**

## **MANDATORY DOCUMENTS**

**KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR INDIVIDUALS**



## Wegmans Financial Services Limited

**Regd. Office :** F-7, East of Kailash, New Delhi-110065  
**Ph.:** 011-46601100-06, 46601111 • **Fax :** 011-26476654  
**Email :** helpdesk@wegmans.in • www.wegmans.in



I request you to register my self as your client and enable me to trade in the Cash, F&O and Currency Derivative Segment of National Stock Exchange of India Ltd. / MCX Stock Exchange Ltd. / United Stock Exchange of India Ltd., Pursuant to the Agreement entered into with you, I have read Rules, Bye-laws and Regulations of the Cash, F&O and Currency Derivatives Segments of National Stock Exchange of India Ltd. / MCX Stock Exchange Ltd. / United Stock Exchange of India Ltd. ("the exchanges") and agree to abide by them. In this regard, I give the following information :

**Please fill this form in ENGLISH and in BLOCK LETTERS.**

### A. IDENTITY DETAILS

Name of the Applicant																											
Father's/Spouse Name																											
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female						Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married																			
Date of Birth							Nationality :	<input type="checkbox"/> Indian <input type="checkbox"/> Others _____																			
Status	<input type="checkbox"/> Resident Individual						<input type="checkbox"/> Non Resident						<input type="checkbox"/> Foreign National														
Permanent Account No. (PAN)																											
Unique Identification Number (UID) / Aadhaar, if any :																											
Specify the proof of identity submitted :																											

### B. ADDRESS DETAILS

Correspondence Address																											
	City/Town/Village																		State								
	Country									Pin Code																	
Contact Details	Tel.: (O)													Tel. (R)													
	Mobile													Fax													
	E-mail																										
Specify the proof of address submitted for correspondence address																											

<b>Permanent Address</b> <i>(If different from above or overseas address, mandatory for Non-Resident Applicant)</i>																				
	City/Town/Village											State								
	Country																			
Pin Code																				
Specify the proof of address submitted for Permanent address																				

**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.

 1 \_\_\_\_\_  
 Signature of the Applicant

Date	
------	--

**FOR OFFICE USE ONLY**

Originals Verified and Self-Attested Document copies received

\_\_\_\_\_  
 Name and Signature of the Authorized Signatory

Date	
------	--

Seal/Stamp of the Intermediary

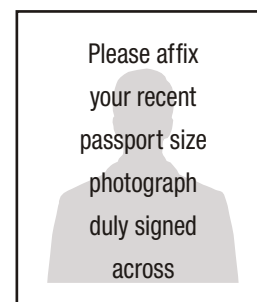


## KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR NON-INDIVIDUALS



# Wegmans Financial Services Limited

**Regd. Office :** F-7, East of Kailash, New Delhi-110065  
**Ph.:** 011-46601100-06, 46601111 • **Fax :** 011-26476654  
**Email :** helpdesk@wegmans.in • www.wegmans.in



I/We request you to register my/our self as your client and enable me/us to trade in the Cash, F&O and Currency Derivative Segment of National Stock Exchange of India Ltd. / MCX Stock Exchange Ltd. / United Stock Exchange of India Ltd., Pursuant to the Agreement entered into with you, I/We have read Rules, Bye-laws and Regulations of the Cash, F&O and Currency Derivatives Segments of National Stock Exchange of India Ltd. / MCX Stock Exchange Ltd. / United Stock Exchange of India Ltd. ("the exchanges") and agree to abide by them. In this regard, I/We give the following information :

**Please fill this form in ENGLISH and in BLOCK LETTERS.**

### A. IDENTITY DETAILS

Name of the Applicant																				
Date of incorporation																				
Place of incorporation																				
Date of Commencement of Business																				
Permanent Account Number (PAN)																				
Registration No. (e.g. CIN)																				
Status (Please tick any one)	<input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Govt. Body <input type="checkbox"/> Non-Govt. Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others _____																			

### B. ADDRESS DETAILS

Correspondence Address																				
	City/Town/Village															State				
	Country					Pin Code														
Contact Details	Tel.: (O)										Tel. (R)									
	Mobile										Fax									
	E-mail																			
Specify the proof of address submitted for correspondence address																				



## TRADING ACCOUNT RELATED DETAILS

(For Individuals & Non-Individuals)

### A. BANK ACCOUNT(S) DETAILS (Through which transactions shall generally be routed)

Bank Name	Branch Address	Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others - in case of NRI / NRE / NRO		

### B. DEPOSITORY ACCOUNT(S) DETAILS (Through which transactions shall generally be routed)

Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

### C. TRADING PREFERENCES

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

Stock Exchange	Market Segment/s		
<input type="checkbox"/> NSE	Cash <input type="checkbox"/>	F&O <input type="checkbox"/>	CDS <input type="checkbox"/>
<input type="checkbox"/> MCX-SX	CDS <input type="checkbox"/>		
<input type="checkbox"/> USE	CDS <input type="checkbox"/>		

# If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker.

### D. OTHER DETAILS

- Gross Annual Income Details : Income Range per annum :
  Below Rs. 1 Lac     Rs. 1 Lac to 5 Lac  
 Rs. 5 Lac to 10 Lac     Rs. 10 Lac to 25 Lac     Rs. 25 Lac to 1 Crore     >1 Crore
  
- Net Worth (Net worth should not be older than 1 year) Amount Rs.....  
 as on (date)           (Compulsory for Non-Individuals)
  
- Occupation :
  Private Sector     Public Sector     Government Service     Business     Professional  
 Agriculturist     Retired     Housewife     Student     Others \_\_\_\_\_ Please Specify
  
- Please tick, if applicable :
  Politically Exposed Person (PEP)     Related to a Politically Exposed Person (PEP)
  
- Any other information : .....

### E. 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 :

---



---



---

**F. DEALINGS THROUGH SUB-BROKES 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																			
Ph.		Fax		Website															
Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)																			
Name of stock broker																			
Name of Sub-Broker, if any																			
Client Code										Exchange									
Details of disputes/dues pending from/to such stock broker/sub- broker																			

**G. ADDITIONAL DETAILS**

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify)	<input type="checkbox"/> Physical Contact Notes <input type="checkbox"/> Electronic Contract Note
Specify your Email id, if applicable	
Whether you wish to avail of the facility of internet trading/ wireless technology (please specify)	
Number of years of Investment/Trading Experience	

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



Name																				Name																		
Designation																				Designation																		
PAN																			PAN																			
UID																			UID																			
Residential Address																			Residential Address																			
Signature																			Signature																			
Any other information																																						

### H. INTRODUCER DETAILS (optional)

Name of the introducer	
Status of the Introducer	<input type="checkbox"/> Sub Broker <input type="checkbox"/> Remisier <input type="checkbox"/> Auth. Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others _____
Address and Phone No. of the Introducer	
	Sign. of the Introducer

### I. NOMINATION DETAILS (for individuals only)


<input type="checkbox"/> I/We wish to nominate		<input type="checkbox"/> I/We do not wish to nominate	
Name of the Nominee			
Relationship with the Nominee			
PAN of Nominee		Date of Birth of Nominee	
Address and Ph. No. of the Nominee			
If Nominee is a minor, details of guardian :			
Name of the Guardian			
Address and Ph. No. of Guardian			
Sign. 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.

 _____ Signature of Client / All Authorized Signatory (ies)
--

Place	
-------	--

Date	
------	--

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client : \_\_\_\_\_

	Document verified with Originals	Client Interviewed By	In-Person Verification Done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

**For Wegmans Financial Services Ltd.**

\_\_\_\_\_  
Signature of the Authorised Signatory

Date \_\_\_\_\_

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 by-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

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

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/ partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/ Promoter(s)/ Partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## **DISPUTE RESOLUTION**

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

resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.



33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, 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.

 4

**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.

 5

\_\_\_\_\_  
Client Signature

## 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 websites (www.nseindia.com, www.mcx-sx.com, www.useindia.com) and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

**TRANSACTIONS AND SETTLEMENTS**

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

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock

broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### **DISPUTES/ COMPLAINTS**

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

 7

---

Client Signature

**1. Refusal of orders for penny/illiquid stock**

The stock broker may from time to time limit (quantity/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 settlement value/ 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 is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

**2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client.**

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 any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems 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 stock broker is required only to communicate/ advise the parameters for the calculation of the margin/security requirements as rate(s)/percentage(s) of the dealings, through anyone 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 if the circumstances, so require, by radio broadcast/television broadcast/newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department/the courier company /newspaper company and the e-mail/voice mail service provider and such other service providers shall be the agent of the client 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 the client agrees never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever and once parameters for margin/security requirements are so communicated, the client shall monitor his/her/its position (dealings/trades and valuation of security) on his/her/its own and provide the required/deficit margin/security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to the client and /or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin/security and that it shall be his/her/its responsibility to ascertain beforehand 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.



The stock broker is entitled to vary the form (Le., the replacement of the margin/security in one form with the margin/security in any other form, say, in the form of money instead of shares) &/or quantum &/or percentage of the margin &/or security required to be deposited/made available, from time to time.

The margin/security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include/appropriate any/all payout of funds &/or securities towards margin/security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds &/ or securities from his account for one exchange &/or one segment of the exchange to his/her/its account for another exchange &/or another segment of the same exchange whenever applicable and found necessary by the stock broker.

The client also agrees and authorises the stock broker to treat/adjust his/ her/its margin/security lying in one exchange &/or one segment of the exchange/towards the margin/security/pay in requirements of another exchange &/or another segment of the exchange.

The stock broker is entitled to disable/freeze the account &/or trading facility/any other service. facility, if, in the opinion of the stock broker, the client has committed a crime/fraud or has acted in contradiction of this agreement or/is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

### **3. 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 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 clarified that brokerage charged on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

### **4. 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 2% per month. The client agrees that the stock broker may impose fines/penalties for any orders/trades/deals/actions of the client which are contrary to this agreement/rules/ regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client. The client agrees to pay to the stock broker brokerage, commission, fees, 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.

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

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders/trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities/funds for pay in for any reason whatsoever including but not limited to any delays/ shortages at the exchange or stock broker level/non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square

off/closing outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever. In case the payment of the margin/security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin /security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin/security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (Le. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin/security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin/security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins/ securities pay in obligations for the orders/trades/deals of the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds/securities.
- ii. To withhold/disable the trading/dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery/receipt.

- iv. To liquidate/square off partially or fully the position of sale &/or purchase in anyone or more securities/contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.

- v. To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

#### **6. Shortages in obligations arising out of internal netting of trades**

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

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

- a. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
- b. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. 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.
- c. 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 higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day

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

We have margin based RMS System. Client may take exposure upto the amount of margin available with us.

Client may not be allowed to take position in case of non-availability/ shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/ close out without giving notice due to shortage of margin/non making of payment for their pay-in obligation/outstanding debts.

#### 8. 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 Stock

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 of execution of this agreement by Stock Broker.

#### 9. Policy regarding treatment of inactive accounts:

When Trade is not done in an account for more than 3 months, Stock Broker reserves the right to temporary suspend the operations. The Management may allow operations in such account after making such verification as it deems fit.

#### Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended/changed unilaterally by the broker, provided the change is informed to me/us with through anyone or more means or methods such as post/speed post/courier/registered post/registered AD/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 if the circumstances, so require, by radio broadcast/television broadcast/newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department/the courier company /newspaper 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.

#### For and On Behalf of Constituent

 8 \_\_\_\_\_  
Client Signature

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

## BROKERAGE & STATUTORY CHARGES

### Capital Market Segment

Trading Account	%	Minimum Paisa
1. Square off same day <input type="checkbox"/> Each Side		
<input type="checkbox"/> One Side		
2. Delivery		
3. Trade to Trade		
<b>4. Flat Brokerage</b>	<b>Per Trade (In Rs.)</b>	<b>Order Value in Multiples (In Rs.)</b>
Intraday		
Delivery		

### F&O Segment

Trading Account	Future %	Min.
1. Brokerage		
2. Square off same day <input type="checkbox"/> Each Side		
<input type="checkbox"/> One Side		
	Option %	Min.
<b>Flat Brokerage</b>	<b>Per Trade (In Rs.)</b>	<b>Order Value in Multiples (In Rs.)</b>
F&O		

### CURRENCY SEGMENT

Trading Account	Future %	Min.
1. Brokerage		
2. Square off same day <input type="checkbox"/> Each Side		
<input type="checkbox"/> One Side		

In case of physical contract note are being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular date may be charged towards minimum processing fee.

9

\_\_\_\_\_  
Client Signature

## DISCLOSURE INFORMATION (FOR WEGMANS FINANCIAL SERVICES LTD.)

To,

.....

.....

Sir,

This is to inform you that we do Client based trading and Pro-Account Trading in National Stock Exchange of India (NSE) / MCX Stock Exchange Ltd. (MCX-SX) / United Stock Exchange of India Ltd. (USE).

Thanks and best regards

for **WEGMANS FINANCIAL SERVICES LTD.**

\_\_\_\_\_  
Authorized Signatory / Director

-----  
I acknowledge the receipt of information given above by Wegmans Financial Services Pvt. Ltd. that they do Client base trading and Pro-account trading.

10

\_\_\_\_\_  
Client Signature

(Note: To be signed by person himself/herself not to be signed by his/her attorney/Authorized person etc.)



# **DOCKET - B**

## **VOLUNTARY DOCUMENTS**

**LETTER OF AUTHORITY**

To,  
**Wegmans Financial Services Limited**

Regd. Office : F-7, East of Kailash, New Delhi-110065

Dear Sir,

**Sub: Letter of Authority - CASH, F&O and Currency Derivative Segment of NSE / MCX-SX / USE**

I/we dealing with you as client at NSE/MCX-SX/USE in Cash, F&O and Currency Derivative Segment and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We authorise you to set off outstanding in any of my/our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchange and/or against the value of cash margin or collateral shares provided to you by me/us.
2. I/We hereby authorise you not to provide me/us Order Confirmation/ Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which I/We have given you in margin including the payout securities received by us for meeting margin / order obligation in any of the stock exchanges in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same or meeting margin/ pay - in obligation on my/our behalf or for giving the same as margin to the any of the Stock Exchanges or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the unused funds towards my/our margin/future obligation at any or both the Exchanges unless I/We instruct you otherwise. I/w also authorize you to debit the necessary demat charges from time to time, for keeping the shares in your client demat beneficiary account on my behalf. I/We also authorise you to debit the financial charges @2% p.m., for the debit balances, if any, in my account and not settled as per the exchange requirements.
5. I/We request you to retain Securities in your demat account for my/our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephonic unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. I/We request that you/exchange/other regulatory authority may send/dispatch us contract notes/e-mail alert/other documents through e-mail on my/our designated e-mail address of \_\_\_\_\_  
I/We will completely rely on the log reports of you dispatching software as a conclusive proof of dispatch of e-mail to me/us and will not disputed on the same.
8. I/We will inform you the change of my/our email: ID, if any, in future either by regd. Post or through a digitally signed e-mail.
9. I/We are aware and acknowledge that trading of all exchanges is in Electronic mode, based on Vsat, lease line, ISDN, Modem, VPN, Internet and/or combination of technologies and computer system to place and route order and also involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, pay in payout of funds & securities, online & offline banking etc.. these are susceptible to interruptions, delay, mistake and dislocations; and your services may at any time be unavailable without further notice and I/we understand that there exists a possibility of communication failure or system problems or slow or delay response from system or trading half, or any such other problem/glitch whereby not been able to establish access to the trading system/network or delay in execution of trades, which may be beyond your control any may result in delay in processing or not processing of any orders either in part or in full. I understand that you are not making any representation or warranty that your service will be available to the Client at all times without any interruption. I/We agree that I/We shall not have any claim for any loss incurred by me/us against you on account of any suspension, delay, interruption, nonavailability or malfunctioning of your System or Service for any reason whatsoever;
10. I/We confirm that I/We never sublet the trading terminal on any term of connectivity from my place to any other place without you prior approval.
11. I/We am/are agreeable for inter-settlement transfer of securities towards settlement.
12. I/we am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
13. All fines/penalties and charges levied upon you due to my acts / deeds or transaction may be recovered by you from my account.
14. I have a Trading As well as depository relationship with WEGMANS FINANCIAL SERVICES LTD. Please debit the charges relevant with depository services from my trading account on monthly basis. I also agree to maintain the adequate balance in my trading account/ pay adequate advance fee for the said reason.
15. I/We hereby agree and give my /our consent for sending the trade confirmations via SMS and I / We have also understood that we will not receive the telephonic trade confirmations. For this purpose, I/We would like to confirm following details for the database maintained with you , Please update the record with the same.

MOBILE No.

Yours faithfully,

 \_\_\_\_\_  
Client Signature

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

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

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

**RUNNING ACCOUNT AUTHORISATION**

To,

**Wegmans Financial Services Limited**

Regd. Office : F-7, East of Kailash, New Delhi-110065

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

- 1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.
- 2. I/We request you to retain securities with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing Corporation unless I/We instruct you to transfer the same to my/our account.
- 3. I/We request you to settle my fund and securities account  Once in every calendar Quarter or  Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
- 5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.

The running account authorization provided by me shall continue and remain valid until it is revoked by me anytime in writing.

Thanking You,

Yours Faithfully

 \_\_\_\_\_

Signature with date

Name : .....

**AUTHORISATION FOR ELECTRONIC CONTRACT NOTES**

To,

**Wegmans Financial Services Limited**

Regd. Office : F-7, East of Kailash, New Delhi-110065

I/We have been / shall be dealing through you as my / our broker on the Cash Segment and/ or Futures & Options Segments and / or Currency Derivative Segment. This instruction is applicable for all the exchanges / segments in which I / we have opened account with you. As my / our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

I/ We understand that, I / we have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/ we hereby opt for receipt of contract notes in electronic form. I /We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account(s) / email id on your record for sending the contract notes to me / us.

1.....

2.....

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 servers, 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/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).

In case , in any of the above segments / exchanges due to any reason, whatsoever, if you want to send contract notes in physical form, I / we here by permit you to send the same in physical mode.

I/We understand that I/we am/are required to intimate any change in the email id/ email account mentioned herein above needs to be communicated by me through a duly signed request letter in original to you, provided however that if I/we am/are an internet client then in that event the request for change in email id/ email account can be made by me/ us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

 13 \_\_\_\_\_

Signature with date

Name : .....

[ Note : To be signed by person himself/herself not to be signed by his/her attorney/ Authorized person etc. ]



**CLIENT DEFAULTER DECLARATION**

I/We, \_\_\_\_\_ having PAN No. \_\_\_\_\_ do hereby declare that I/We have not been involved in any terrorist activity and I/We have not been declared as defaulter or my/our name is not appearing in defaulter database as per SEBI/Various Exchanges / Regulatory bodies / CIBIL (Credit Information Bureau of India Ltd.) etc.

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

 14 \_\_\_\_\_  
Client Signature

Client Name : .....

Client Code : ..... Date : .....

[Note: To be signed by person himself / herself not to be signed by his / her attorney / Authorized person etc.]

**DECLARATION FOR NAME MISMATCH**

I hereby declare that

- 1. My name mentioned in PAN Card is \_\_\_\_\_
- 2. In additional I D Proof i.e. Voter Id / Passport / Driving License it is \_\_\_\_\_
- 3. In Bank A/c No. \_\_\_\_\_ it is \_\_\_\_\_
- 4. In \_\_\_\_\_ is this \_\_\_\_\_

Further I declare that the names mentioned in above details document pertains to me, therefore I request my account and make all payouts in the same name as mentioned in my bank proof.

Thanks,

Name of the Client : ..... Date : .....

 15 \_\_\_\_\_  
Client Signature

**DECLARATION FOR MOBILE NUMBER**

I, \_\_\_\_\_ having PAN No. \_\_\_\_\_ do hereby declare that my mobile no. is \_\_\_\_\_. Further I authorize Wegmans/exchange/other regulatory authority that the same may be used for giving me any information/alert/sms/call.

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

 16 \_\_\_\_\_  
Client Signature

Client Name : .....

Client Code : ..... Date : .....

[Note: To be signed by person himself / herself not to be signed by his / her attorney / Authorized person etc.]

**FORMAT OF BOARD RESOLUTION TO BE GIVEN BY CORPORATE CLIENT  
(TO BE PRINTED ON LETTER HEAD OF COMPANY)**

**CERTIFIED TRUE COPY OF EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD  
OF DIRECTORS OF \_\_\_\_\_ (Co. Name) CONVENED ON**

**THE \_\_\_\_\_ (date) / TIME AT \_\_\_\_\_**

\_\_\_\_\_  
(Venue)

**"RESOLVED THAT** an account for the purpose of trading in Securities be opened with M/s. Wegmans Financial Services Ltd., Member - National Stock Exchange of India Ltd., MCX Stock Exchange Ltd, & United Stock Exchange of India Ltd. hereinafter referred to as the Broker, for undertaking sale & purchase of Securities on the said exchange(s).

**FURTHER RESOLVED THAT** Shri \_\_\_\_\_ and Shri \_\_\_\_\_, Directors of the Company, be and are hereby, authorised severally to do all such acts, deeds, things and sign all documents papers, authorisations, agreements etc. as may be necessary for opening and operating the said account with Broker.

**FURTHER RESOLVED THAT** the aforementioned Directors, be and are hereby, authorised severally, to give instructions on behalf of the Company, for conducting trading in securities for and on behalf of the Company.

**FURTHER RESOLVED THAT,** a copy of this resolution be forwarded to the Broker by Shri \_\_\_\_\_ or Shri \_\_\_\_\_ Directors, & the Broker, be instructed to honour the instructions of Shri \_\_\_\_\_ and / or Shri \_\_\_\_\_, Directors of the Company to carry on trading in Securities.

Certified true copy

For (Name of the Company)

Dated : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Director

Place : 

--

**FORMAT OF DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM ON LETTER HEAD OF THE FIRM**

To,  
**Wegmans Financial Services Limited**

Date \_\_\_\_\_

Regd. Office : F-7, East of Kailash, New Delhi-110065

Dear Sir,

We refer to the trading account being opened / opened with you in the name of \_\_\_\_\_ and declare and authorise you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per applicable law. To facilitate the operation of the above trading account with you and for the purpose of completing the Securities transfer obligations pursuant to the trading operations, we authorise you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partnership of the firm.

We agree that the obligations for Securities purchased and/or sold by the firm will be handled and completed through transfer to/from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above Securities trading account of the firm.

We hereby authorize \_\_\_\_\_, partner in the firm to execute/sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the agreement and engage in business with Wegmans Financial Services Ltd., and to place order for buying and selling of Securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in family accounts.

Name of Partners (in block letters)	Signature

**DECLARATION BY HUF**

To  
**Wegmans Financial Services Limited**  
 Regd. Office : F-7, East of Kailash, New Delhi-110065

Date : .....

As our HUF firm wishes to open an account with you in the said name.....

we beg to say that the first signatory to this letter, i.e., .....is the Karta of the Joint Family and other signatories are the adult co-parceners of the said family.

We further confirm that the business of the said joint family is carried on mainly by the said Karta as also by the other signatories hereto in the interest and for the benefit of the entire body of co-parceners of the joint family. We all undertake that claims due to you from the said family shall be recoverable personally from all or any of us and also for the entire family properties of which the first signatory is the Karta, including the share of minor co-parceners

In view of the fact that ours is not a firm governed by the Indian Partnership Act of 1952, we have not got our said firm registered under the said Act.

We hereby undertake to inform you of the death or birth of a co-parcener of any change occurring at any time in the membership of our joint family during the currency of the account.

This is to certify that following are the family members under _____ (HUF)											
S. No.	Name	Gender (Male/Female)	Relationship with Karta	Date of Birth							
1.				D	D	M	M	Y	Y	Y	Y
2.				D	D	M	M	Y	Y	Y	Y
3.				D	D	M	M	Y	Y	Y	Y
4.				D	D	M	M	Y	Y	Y	Y
5.				D	D	M	M	Y	Y	Y	Y
6.				D	D	M	M	Y	Y	Y	Y
7.				D	D	M	M	Y	Y	Y	Y

For \_\_\_\_\_ (HUF)

\* Please stamp and sign.

 17 \_\_\_\_\_  
 Client Signature (Karta)

Date \_\_\_\_\_

In compliance with the provisions of Prevention of Money Laundering Act, 2002 and subsequent circulars issued by SEBI thereto, we hereby obliged to consider it as a part of client registration document: -

### **PREVENTION OF MONEY LAUNDERING**

Prevention of Money Laundering Act, 2002 (herein refer to an "Act") came into affect July 1, 2005 vide notification No. GRE 436(E) dated July 1, 2005 issued by Department of Revenue, Ministry of Finance, Govt. of India. Further SEBI vide Circular reference number ISD/CIR/RR/AML/1/06 dated January 18, 2006 mandated that all the Stock Brokers should formulate and implement a proper policy framework as per the guidelines on anti money laundering measures and also to adopt a Know Your Client (KYC) policy. SEBI also issued another circular reference number ISD/CIR/RR/AML/2/06 dated March 23, 2006 advising all the Stock Broker to take necessary steps to ensure compliance with the requirement of Sec 12 of the Act inter-alia, maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.

The constituents should ensure that the amount invested in the securities is through legitimate sources only and does not involve and is not designated for the purpose of contravention or evasion of the provision of the Income Tax Act, Prevention of Money Laundering Act, Prevention of corruption Act and/or any other law for the time being in force enacted by Govt. of India from time to time or any rules and regulations, notifications or directions issued there under.

To ensure appropriate identification of the constituents under its KYC policy and with view to monitor the transactions for the prevention of anti money laundering, the company has reserve the right to seek information, record constituents telephonic calls and/or obtained or retained documentation for establishing the identity of the constituents, proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose.

The constituents or their attorney, if any, shall produce independent source documents, such as photographs, certified copies of ration card/passport/pan card/driving license or such other documents or produce such information as may be required from time to time for verification of the identity, residential address, financial information of the constituents by the company.

If the constituents refuses/fails to produce the required documents and information within the period specified in the communication sent by company to the constituents, then the company after applying due diligence measures believes that the transaction is suspicious in nature within the purview of the Act and SEBI circulars issued from time to time or on account of deficiencies in the documentation shall have absolute discretion to report suspicious transaction to FIU-IND or to reject the application or to freeze the account of constituent. Thus the KYC documentation shall comply by all the constituents in its true spirit and word.

The Company, its Directors, its Employees and agents shall not be liable in any manner for any claim arising whatsoever on account of freezing of account or on rejection of application etc. due to noncompliance of the provisions of the Act, SEBI circulars and KYC policy and or where company believes that transaction is suspicious in nature within the purview of the Act or SEBI circulars and reporting the same to FIU-IND.

This document form an integral part of the client registration form as addendum or key information memorandum and will be subject to amendments from time to time.

 18

\_\_\_\_\_  
Client Signature

## CHECK LIST FOR CLIENT REGISTRATION FORM

FORM RECEIVING DATE :	BRANCH CODE :	CLIENT CODE
ACCOUNT OPENING DATE : TM DP	GROUP CODE :	TM : DP :

1.	CHECKING DETAILS	YES	REMARKS
a)	Name as it appears on the ID & Address Proof (in capital letter)		
b)	Signature of Client on all pages and wherever necessary (Witness wherever required) <input type="checkbox"/>		
c)	Signature Checked and Verified.		
d)	Photograph (duly signed) <input type="checkbox"/>		
e)	A copy of PAN Card (Self Attested) <input type="checkbox"/>		
f)	Address Proof (Self Attested) <input type="checkbox"/>		
g)	Bank Proof containing Client Name (Self Attested) <input type="checkbox"/>		
h)	Demat Account Proof (Self Attested) <input type="checkbox"/>		
i)	Stamp Paper : NSE <input type="checkbox"/> MCX-SX <input type="checkbox"/> USE <input type="checkbox"/>		
j)	Brokerage : Intra Day _____ Min _____ Delivery _____ Min _____ F & O Intra Day _____ EOD _____ Option _____		
k)	Exchange given : <input type="checkbox"/> NSE (CM) <input type="checkbox"/> NSE (F&O) <input type="checkbox"/> NSE (Currency) <input type="checkbox"/> MCX-SX (Currency) <input type="checkbox"/> USE (Currency)		
2.	<b>Franchisee and Client to be informed if any of the above detail is missing or invalid</b> by _____ Date _____ Time _____		
3.	<b>Details Punched in Computer by TM _____ DP _____</b>		
4.	<b>Cross Checking done by TM _____ DP _____</b>		
5.	<b>UCC UPLOADED :</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ENTERED IN FORM DATA		
6.	<b>BACK OFFICE WEB LOGIN</b> User Name ID _____ Password _____		
7.	<b>DP WEB LOGIN</b> User Name ID _____ Password _____		
8.	<b>Form sent to Surveillance by _____ Date : _____ Time : _____</b>		
9.	<b>Client ID Mapping done by _____</b> Branch ID _____ User ID: _____ Dealer ID : _____		
10.	<b>INTERNET TRADING</b> <input type="checkbox"/> Now User ID _____ Password Sent on _____		
11.	<b>Form sent to DP by _____ Date : _____ Time : _____</b>		
12.	<b>Client Instruction Book issued by _____</b>		
13.	<b>Client Account Status Report issued by _____</b>		
14.	<b>Form Returned to Compliance by _____ Date : _____ Time : _____</b>		
15.	<b>Kit Dispatched on _____ (Date)</b>		

FOR OFFICE USE ONLY

	Name	Employee Code	Signature
Pre-punched by			
Pre-verified by			
Pre-rejected by			
Punched by			
Verified by			
Rejected by			



## Wegmans Financial Services Limited

CIN : U74899DL1995PLC070139

---

Member : NSE (Capital, F&O and Currency Derivative Segment)  
SEBI Regn. No.: INB 230853634, INF 230853634, INE 230853634  
MCX-SX (Currency Derivatives Segment)  
SEBI Regn. No.: INE 260853634  
USE (Currency Derivatives Segment)  
SEBI Regn. No.: INE 270853638

---

Regd. Office : F-7, East of Kailash, New Delhi-110065  
Ph.: 011-46601100-06, 46601111 Fax : 011-26476654  
E-mail : helpdesk@wegmans.in



**ACKNOWLEDGEMENT**

To,

**Wegmans Financial Services Limited**

Dated : .....

Regd. Office : F-7, East of Kailash, New Delhi-110065

Dear Sir,

I/We hereby acknowledge the receipt of Right and Obligations, Risk Disclosure Document and Guidance Note with duly executed copy of KYC and other documents. Further I/We confirm that the supporting documents for KYC submitted by me/us are true and correct. I/We acknowledge that the other details related to my/our account are as under:

Name..... Address.....

..... Trading Code.....

UCC..... My Email Id.....



\_\_\_\_\_  
Client Signature