

# VLS SECURITIES LTD.

Regd. Office: Ground Floor, 90, Okhla Industrial Estate, Phase-III, New Delhi-110020 Ph. No.: 011-46656666,

CIN: U74899DL1994PLC062123; Email: vlssec@vlssecurities.com

website: www.vlssecurities.com

# **Registration Kit**

(NSE - Cash and F&O Derivative)

# INDIVIDUAL / CORPORATE / HUF / PROPRIETORSHIP

Client Name:		
Client Code:		
Registration No.	Registered Address	Contact Number, Fax, Website & Dedicated Email id
VLS Securities Ltd. INZ000263638	Ground Floor, 90, Okhla	Ph: 011-46656666
	Industrial Estate Phase-III	I, Fax: 011-4665 6699
	New Delhi-110020.	Web: www.vlssecurities.com
		Email Id: investor@vlssecurities.com
		vlssec@vlssecurities.com
Managing Director:		Compliance officer:
Name: S. K. AGARWAL		Name: RAMESH CHANDRA PANDEY
Phone No: 011 46656666		Phone No: 011 46656666
Email id: skagarwal@vlsfinance.com		Email id: ramesh@vlsfinance.com

For any grievance/dispute, please contact VLS Securities Ltd. at the above address or dedicated e-mail id <a href="mailto:investor@vlssecurities.com">investor@vlssecurities.com</a> and phone no, 91-11-4665 6666. In case not satisfied with the response, please contact the National Stock Exchange of India Ltd. (NSE) at <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>; & 91-22-26598100 or Toll-Free Number: 1800 266 0050 (Select IVR Option 5).

\*

VLS SECURITIES LTD.	
Dear Sir/Madam,	
I/We hereby acknowledge the receipt of duly executed copy of KYC, RDD and all othe documents as executed by me/us. I/We acknowledge that the other details related to my/ou account are as under:	
Trading Code	
UCC	
My Email id	
(Signature of Client)	

# **DOCUMENTS REQUIRED**

(As per SEBI Circular No. CIR/MIRSD/16/2011 dated 22-08-2011 read with SEBI Circulars No. MIRSTD/SE/CIR-19/2009 dated 12-03-2009, CIR/MIRSD/12/2013 dated 04-12-2013 and CIR/MIRSD/64/2016 dated 12-07-2016)

# **ACCOUNT OPENING KIT**

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1	Account Opening Form (Individual & Non-Individual)	KYC form - Basic information about the client and an instruction / check list.	1-7
		Additional information about client relevant to trading account and in-person verification	8-12
2	Tariff sheet /Brokerage structure	Document detailing the rate/amount of brokerage levied on the client for trading on the stock exchange(s).	13
3	FATCA & CRS Declaration	FATCA & CRS Declaration for Individual & Non-Individual	14-16
4	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on Exchange (including additional rights & obligations in case of	17-22
5	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	23-26
6	Guidance notes	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	27-28
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Application Form (For Individuals Only) Please fill in ENGLISH and BLOCK LETTERS with black ink **KYC Number of applicant** A. Identity Details 1. Name of Applicant (As appearing in supporting identification document). Middle Nam Name Maiden Name (if any\*) Father / Spouse Name\* Mother Name\* 2. A. Gender Male Female Transgender B. Marital status Single Married Others C. Date of Birth 3 4 100 10 12 13 3. Nationality / Citizenship\* Indian Other Pleasespecify PHOTOGRAPH Foreign National Person of Indian Orign 4. Residential Status\* Resident Individual Non Resident Indian (If Non Resident/Foreign National, self certified copy of statutory approval obtained must be attached) Occupation (Please tick (3) any one and give brief details): the recent passport ☐ Private Sector Service Public Sector Government Service Business Professional ☐ Agriculturist Student Retired Housewife Others (Please specify) and sign across it. 5. PAN Please enclose a duly attested copy of your PAN Card Unique Identification Number (UID)/Aadhaar, if any: 6. Proof of Identity submitted for PAN exempt cases Please(3) (Please see guideline 'D' overleaf) Passport Voter ID Driving Licence Others **B.** Address Details 1. Address for Correspondence City/Town/Village Pin Code State Country 2. Contact Details Tel. (Off.) Tel. (Res.) (ISD) (STD) Mobile Fax MOBILE given by me belongs to Me Spouse Dependent children Dependent Parent E-MAIL ID given by me belongs to Me Spouse Dependent children Dependent Parent No E-Mail/Mobile Declaration | hereby declare that I do not have any Email ID/Mobile | 3. Specify the Proof of Address submitted for Residence / Correspondence Address 4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant City/Town/Village Pin Code Country 5. Specify the Proof of Address submitted for Residence / Permanent Address C. Fatca & CRS Detail Nationality/Tax Residency/Citizen ship Other than India No Yes Country of Birth Place/Ciry of Birth Country of Citizenship/Nationality Country of Tax Residency (Other Than India) Tax Payer Identification Number (Other Than India) SIGNATURE OF APPLICANT **DECLARATION** I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I under take to inf you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading misrepresenting, lam/we are aware that l/we may be held liable for it. I hereby declare that lam not making this application for the purpose of the purposof contravention of any Act, Rules, Regulations or any statute of legislation or any notifications/directions issued by any government statutory authority from time to time. I hereby give my consent for receiving information including Central KYC Registry thro SMS/Email on the above registered number/email address Place: Date: FOR OFFICE USE ONLY Intermediary name OR code IN-PERSON VERIFICATION (IPV) DOCUMENTS VERIFIED WITH ORIGINALS CLIENT INTERVIEWED BY Date: d d / m m / y y y y (Originals Verified) Self Certified Institution Name & Cc VLS Securities Limited Document copies received Employee/AP/SB Details:

Page No. 1

Main Intermediary

(Attested) True copies of documents received

Name: Code: Designation: Signature:

### KNOW YOUR CLIENT (KYC) APPLICATION FORM

# **ANNEXURE - 1** For Individuals PHOTOGRAPH Please fill this form in ENGLISH and in BLOCK PLEASE AFFIX A. IDENTITY DETAILS RECENT PASSPORT SIZE PHOTOGRAPH 1. Name of the Applicant: AND SIGN ACROSS 2. Father's /Spouse Name: \_\_\_\_\_ 3. a. Gender: Male/Female b. Marital Status: Single/Married c. Date of birth: \_ (dd/mm/yyyy) 4. a. Nationality:\_\_\_\_\_\_ b. Status: Resident Individual/ Non Resident/Foreign National 5. a. PAN:\_\_\_\_\_\_ b. Aadhaar Number, if any: \_\_\_\_\_ 6. Specify the proof of Identity submitted: \_\_\_\_\_\_ **B. ADDRESS DETAILS** 1. Residence Address: \_\_\_\_\_ City/town/village: \_\_\_\_\_ 2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile No.: \_\_\_\_ Fax \_\_\_\_\_ Email ID: \_\_\_\_ 3. Specify the proof of address submitted for correspondence address: 4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_ City/town/village: \_\_\_\_\_ Pin Code:\_\_ State: \_\_\_\_\_Country: \_\_\_\_ 5. Specify the proof of address submitted for permanent address: \_\_\_\_\_\_ DECLARATION I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. Signature of the Applicant Date:\_\_\_\_\_(dd/mm/yyyy) FOR OFFICE USE ONLY Originals verified and self-Attested Documents copies received (.....) Name & Signature of the Authorised Signatory Seal/Stamp of the intermediary Date .....

# KNOW YOUR CLIENT (KYC) APPLICATION FORM

**ANNEXURE -1** 

For Non-Individuals

# **PHOTOGRAPH**

PLEASE AFFIX

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS	RECENT PASSPORT SIZE PHOTOGRAPH
1. Name of the Applicant:	AND SIGN ACROSS
2. Date of incorporation:(dd/mm/yyyy) & Place of incorporation	<u> </u>
3. Date of commencement of business:	
4. a. PAN:b. Registration No. (e.g. CIN):	
5. Status (please tick any one): Private Limited Co./Public Ltd. Co. /Body / Corp.	orate / Partnership / Trust / Charities /
NGO's / FI / FII/HUF / AOP / Bank / Government Body / Non-Government	
Establishment/BOI/Society/LLP/ Others (please specify)	•
B. ADDRESS DETAILS	<del></del>
1. Address for correspondence:	
1. Address for correspondence:  City/town/village:  Pin Code:  State:  2. Contact Datails: Tel. (Off)  Tel. (Res.)	Country:
2. Contact Details: Tel. (Off.) Tel.(Res.)	
Mobile No.: Fax: Email id:	
3. Specify the proof of address submitted for correspondence address:	
4. Registered Address (if different from above):  City/town/village:  Pin Code:  State:  C	ountry:
C. OTHER DETAILS	
1. Name, PAN, residential address and photographs of Promoters/Partner	s/Karta/Trustees and whole time
directors:	
2. DIN of whole time directors:	
3. Aadhaar Number of Promoters / Partners / Karta:	
5.1 Iddidd 14difool of 110motols / 1 drifols / 1 drifo	
DECLARATION	
I/We hereby declare that the details furnished above are true and correct to belief and I/we undertake to inform you of any changes therein, imme information is found to be false or untrue or misleading or misrepresenting, held liable for it.	ediately. In case any of the above
Name & Signature of the Authorised Signatory  I	Date: (dd/mm/yyyy)
FOR OFFICE USE ONLY	
TOR OTTIOL GOL ONET	
Originals verified and Self-Attested Documents Copies	
() Name & Signature of the Authorised Signatory	
Date	Seal/Stamp of the intermediary

# DETAILS OF PERSONS AUTHORISED TO DEAL SECURITIES ON BEHALF OF THE COMPANY / FIRM / OTHERS

DETAILS OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY/FIRM/OTHERS  Name: Mr./Ms/Mrs  Designation PAN No. UID  Residential Address: PHOTOGRAPH WITH SIGNATURE ACROSS THE PHOTOGRAPH E-Mail:  Signature with stamp  PAN No. LATEST PHOTOGRAPH WITH SIGNATURE ACROSS THE PHOTOGRAPH  ETAILS OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY/FIRM/ THERS  Name: Mr./Ms/Mrs.: Designation. PAN No. LATEST PHOTOGRAPH  LATEST PHOTOGRAPH CITY: PIN: SIGNATURE ACROSS THE PHOTOGRAPH SIGNATURE ACROSS THE PHOTOGRAPH SIGNATURE ACROSS THE PHOTOGRAPH		
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#### INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

#### A. IMPORTANT POINTS:

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

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

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

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

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

- 1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
- 2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
- 3. Bank Account Statement/Passbook -- Not more than 3 months old.
- 4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- 5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer / Notary public / Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.

- 6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- 7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
- 8. The proof of address in the name of the spouse may be accepted.

## D. Exemptions/clarifications to PAN

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

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

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

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

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

Types of entity	Documentary requirements
Corporate	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every</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 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 Copy of the Board Resolution for investment in securities market.</li> <li>Authorised signatories list with specimen signatures.</li> </ul>
Partnership firm	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every</li> <li>Certificate of registration (for registered partnership firms only).</li> <li>Copy of partnership deed.</li> <li>Authorised signatories list with specimen signatures.</li> <li>Photograph, POI, POA, PAN of Partners.</li> </ul>
Trust	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every</li> <li>Certificate of registration (for registered trust only).</li> <li>Copy of Trust deed.</li> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees</li> </ul>
HUF	<ul> <li>PAN of HUF.</li> <li>Deed of declaration of HUF/ List of coparceners.</li> <li>Bank pass-book/bank statement in the name of HUF.</li> <li>Photograph, POI, POA, PAN of Karta.</li> </ul>
Unincorporated association or a body of individuals	<ul> <li>Proof of Existence/Constitution document.</li> <li>Resolution of the managing body &amp; Power of Attorney granted to transact business behalf.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Banks/Institutional Investors	<ul> <li>Copy of the constitution/registration or annual report/balance sheet for the last 2 years.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Foreign Institutional Investors (FII)	<ul> <li>Copy of SEBI registration certificate.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Army/ Government Bodies	<ul> <li>Self-certification on letterhead.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul> <li>Copy of Registration Certificate under Societies Registration Act.</li> <li>List of Managing Committee members.</li> <li>Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

## TRADING ACCOUNT RELATED DETAILS

## For Individuals & Non-Individuals

## A. BANK ACCOUNT(S) DETAILS

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

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

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

I authorize you to transfer the shares purchased by me to the above mentioned demat beneficiary account.

## **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.

Exchange	Segments	Signature
National Stock Exchange of India Ltd. (NSE)	Cash	
of fildra Etd. (NSE)	F & O	

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

#### D. PAST ACTIONS

• Details of any action/proceedings initiated/pending/taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during last 3 years (if yes, provide details)

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

•	If client is dealing through the sub-broker, provide the following details:
	Sub-broker's Name SEBI Registration number
	Registered office address:PhFaxWebsite:
•	Whether dealing with any other stock broker/sub-broker ( if case dealings with multiple stock brokers/sub-
	brokers, provide details of all)
	Name of the stock broker
	Client Code: Exchange:
	Details of disputes/dues pending from/to such stock broker/sub-broker:

## F. ADDITIONAL DETAILS

- Whether you wish to receive Physical Contract Note or Electronic Contract Note (ECN) (Please specify):

   Specify your Email id, if applicable:
   Whether you wish to avail of the facility of internet trading / wireless technology (Please specify).

   Number of yours of investment /Trading Experience:
- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photograph of persons authorized to deal in securities on behalf of company/firm/others:....
- Any other information:

G.	INTRODUCER DETAILS (opt	ional)						
	Name of the Introducer							
		Surname	Name	Middle Name				
	Status of the Introducer: Sub-broke	er/ Remisier / Aut	horised Person/Existin	g client/ Others, please				
	specify Address a	and phone no. of the	ne Introducer Signatu	ure of the				
	Introducer:							
Н.	NOMINATION DETAILS (for	individuals only)						
	I/We wish to nominate Name of the nominee:	Relati	of Birth of Nominee	inee				
	WITNESSES (Only applicable in							
	Name							
	Signature		_					
	Address		Address					
I.	OTHER DETAILS							
•	Gross Annual Income Details (	please specify):	Income Range per	annum: Below Rs 1 Lac/1-5 La				
	5-10 Lac/ 10-25 Lac/ >25 Lacs	or	/h					
•	Net-worth as on (date) () (Net worth should not be older than 1 year)  Occupation (please tick any one and give brief details): Private Sector/Public Sector							
•	Government Service / Busines	_	<del>-</del>					
	Others	ss/Fiblessibilal	/ Agriculturist / Ne	tilled / Housewile / Studelit				
•	DIN/UID of Promoters/Partner	rs/Karta and wh	ole time directors:					
•	Please tick, if applicable: Politi		_					
	Person (PEP)	, ,	, ,,	,				
•	Any other information:							
		DECLAR	ATION					
1.	I/We hereby declare that the details belief and I/we undertake to infor- information is found to be false or u held liable for it.	rm you of any c	hanges therein, imme	ediately. In case any of the above				
2.	I/we confirm having read/been exprocedures of the stock broker and to	_	derstood the contents	of the document on policy ar				
3.	I/We further confirm having read and 'Risk Discloser Document'. I/documents. I/WE have also been information on stock broker's design	WE do hereby ag informed that t	gree to be bound by s he standard set of d	uch provisions as outlined in the ocuments has been displayed f				
Р	lace	<b>(</b>		)				
D	ate	Signature of (	Client/ (all) Authoris	sed Signatory (ies)				

# FOR OFFICE USE ONLY

	Documents Verified with Originals	Client Interviewed By	In-Person Verification Done By
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			
	(b), TED and Caldanio	, INOIC. IT VVC HAVE GIVEINS	sent him a copy of all the
all the non-mandatory of any change in the 'Righ' if any, for the information	undertake that any char documents would be du nts and Obligations' and	nge in the 'Policy and Prolly intimated to the clients. RDD would be made ava	ocedures', tariff sheet and I/We also undertake tha
all the non-mandatory of any change in the 'Righ' if any, for the information	undertake that any char documents would be du nts and Obligations' and on of the clients.	nge in the 'Policy and Prolly intimated to the clients. RDD would be made ava	ocedures', tariff sheet and I/We also undertake tha
all the non-mandatory of any change in the 'Righ' if any, for the information FOR & ON BEHALF OF Name:	undertake that any char documents would be du nts and Obligations' and on of the clients.	nge in the 'Policy and Prolly intimated to the clients. RDD would be made ava	ocedures', tariff sheet and I/We also undertake tha
all the non-mandatory of any change in the 'Right if any, for the information FOR & ON BEHALF OF	undertake that any char documents would be du nts and Obligations' and on of the clients. F VLS SECURITIES LIM	nge in the 'Policy and Prolly intimated to the clients. RDD would be made ava	ocedures', tariff sheet and I/We also undertake tha



# **Nomination Form**

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/MIRSD\_RTAMB/P/CIR/2022/23 dated February 24, 2022 on Nomination for Eligible Trading and Demat Accounts – Extension of timelines and relaxations for existing account holders]

TM / DP				FORM FOR NOMINATION																									
	Name and	Addres	is							(To	be	filled	in	by in	ıdiv	iduc	ıl app	olyinį	g singly	orj	ointl	v)							
Da	te D D	М	М Ү	Y	Y	Y	τ	JCC/ D	P ID	Ι		N							Client	ID									
I	We wish to make	a nomi	nation.	[As per	r de	tails g	iven b	pelow	]																				
No	Nomination Details																												
	I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.																												
	mination can be minees in the acc		upto tł	ıree			D	etails	s of 1st	Non	nin	ee		:	Det	ails	of 2"	<sup>nd</sup> No	minee			De	tail	s of 3	3rd	Non	ine	e	
1	Name of the no	minee(	s) (Mr.	/Ms.)																									
2	Share of each	Equ	•									%							9/	6								%	
	Nominee	please	t equally, specify stage]			Any odd lot after division shall be transferred to the first nominee mentioned in the form.																							
3 Relationship With the Applicant ( If Any)																													
4	Address of Non	ninee(s	)																										
	City / Place: State & Country	<i>r</i> :																											
		F	IN Cod	le									1																
5	Mobile / Te nominee(s) #	elephon	ie No	. of																									
6	Email ID of no	minee(s	s) #																										
7	Nominee Identi [Please tick any and provide deta	one of	f follov																										
☐ Photograph & Signature ☐ PAN ☐ Aadhaar ☐ Saving Bank account no. ☐ Proof of Identity ☐ Demat Account ID			Bank																										
Sr. N	os. 8-14 should b	e filled	only if	nomir	iee(	s) is a	mino	r:																					
8 Date of Birth {in case of minor nominee(s)}																													
9	Name of Guard case of minor n			(in																									
10 Address of Guardian(s)																													

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

	City / Place: State & Country:							
		PIN Code						
11	Mobile / Tel Guardian #	ephone no. of						
12	Email ID of Gua	rdian #						
13 Relationship of Guardian with nominee								
14	Guardian Identii [Please tick any and provide detail  Photograph & S PAN Addha account no. Pi Demat Account	one of following ils of same] Signature ar Saving Bank roof of Identity						
			Name(s) of ho	lder(s)			Signature(s)	of holder*
Sole / First Holder (Mr./Ms.)								
Second Holder (Mr./Ms.)								
Third Holder (Mr./Ms.)								
* Sign	ature of witness a	long with name and	d addrass are reau	ired if the account he	older offices thum	h impression i	netood of signatu	***

#### Note:

This nomination shall supersede any prior nomination made by the account holder(s), if any.

The Trading Member / Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)

Name and Signature of Holder(s)*								
1	2	_3						

<sup>\*</sup> Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature # Optional Fields (Information required at Serial nos. 5, 6, 7, 11, 12 & 14 is not mandatory)

<sup>\*</sup> Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

# **BROKERAGE STRUCTURE (Capital Market Segment)**

rading Account		Percentage Minimum Paisa						
1. Square off same day	Each Side							
2. Delivery								
3. Trade to Trade								
4. Flat Brokerage	Per Trade (In Rs.)	Order Value in Multiples (In Rs.)						
Intraday								
Delivery								
ROKERAGE STRUCTUR	E (F&O Segment)							
		Percentage Minimum Paisa						
Square off same day	Each Side							
Square off another day	Each Side							
		Percentage Minimum Paisa						
Option Brokerage (On premium)	Each Side							
Min. Per Lot Rs.	Max Per Lot Rs.							
I/We	h	ave read the above given information and agree						
pay the same.		<u> </u>						
Signature of Client Client Code:								
Date:								

# FATCA & CRS DECLARATION (FOR INDIVIDUAL)

Do you have any non-	-Indian Country (ie	es) of Birth/Citizenship	p/Nationality and T	Γax Residency? Y	es No
Sole/First Holder/O	Guardian No	Second Holder	Yes No	Third Holder	Yes No
Country of Birth		Country of Birth		Country of Birth	
Country of Citizenship / Nationality		Country of Citizenship / Nationality		Country of Citizenship / Nationality	
Are you a US Specified Person?	Yes No Please Provide Tax Payer Id	Are you a US Specified Person?	Yes No Please Provide Tax Payer Id	Are you a US Specified Person?	Yes No Please Provide Ta Payer Id
County of Tax Residency* (Other then India)	Taxpayer Identification No.	Country of Tax Residency* (Other then India)	Taxpayer Identification No.	Country of Tax Residency* (Other then India)	Taxpayer Identification No.
1.		1.		1.	
2.		2.		2.	
Address		Address		Address	
Declaration:  I hereby confirm that and belief and that I is FATCA and CRS. I a hereby accept the sar disclose, share, rely, changes, updates to some Management Comparto any Indian or fore Financial Intelligence required and other into the given information of the same. Further, other regulated interfacilitate single submater about any changes / material information as may be authorize the Mutual	the information p shall be responsible lso confirm that I is me. I hereby authorized remit in any form such information a my, trustees, Broket eign governmental Unit-India (FIU-I vestigation agencies to other SEBI Re I authorize to shar mediaries register mission / update & modification to the per required at you Fund/AMC/RTA	rovided hereinabove is le to the reporting age have read and understorize you, the Mutual n, mode or manner, a as and when provided rs/DPS/and other interes or statutory or judic ND), the tax / revenues without any obligating istered and other inverted with any other autory of the given information above information in ar / Fund's end or by to provide relevant is	s true, correct, and ncy which relies of ood the FATCA & Fund/AMC/RTA/II/ any of the infole by me to / any of mediary, their empiral authorities/ ago authorities in Indon o advising me of estigation agencies on to other SEBI Ruthorities /regulator rposes. I also under future and also under domestic or over information to ups	complete to the best on this information for CRA Terms and Concorder/DP or any other ormation provided by of the Mutual Fund, it bloyees/RTAs ('the Augustia or outside India when the same. Further, I is without any obligation or sincluding RBI / I is ertake to keep you infect take to provide any reseas regulations/ tax stream payers to enable) without any obligation.	of my knowledge compliance with ditions below and or intermediary to me, including all as Sponsor, Asset athorized Parties') not limited to the erever it is legally authorize to share on of advising me es /and/ or to any IRDA/PFRDA to formed in writing y other additional authorities. I/We le withholding to

Signature \_\_\_\_\_

Date:

Place:

# FATCA & CRS DECLARATION (FOR NON-INDIVIDUAL)

	se tick the applicable tax resident of "Entity" a tax resident of any coun					
(If y belo		hich the entity is a resident for tax purpose	es and associated Tax ID number			
Sr	. No. Country	Tax Identification Number	Identification Type (TIN or Other, please specify)			
1						
2						
3						
In or or o	case TIN or its functional equivale Global Entity Identification Number	poration /Tax residence is U.S. but Entit	any Identification number			
D.A	D/D A / . 1 C'11 11 D' '11	Control of the contro				
<b>PA</b> 1	We are a,	stitutions or Direct Reporting NFEs)				
	Financial institution (Refer I of Part C) Or Direct reporting NFE (Refer 3(vii) of Part C)Please tick as appropriate)	Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below  Name of Sponsoring entity				
	GIIN not available (please tick as applicable)	Applied for Not obtained – Non - participating FI  Not required to apply for – please specify 2 digits sub - (Refer 1 A of Part C)				
	PART B (please fill any one as	appropriate "to be filled by NFE's other than I	Direct Reporting NFEs")			
1	Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)	Yes (If yes, please specify any one stock exchange on which the stock is regularly traded) Name of stock exchange				
2	Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part of C)	Yes (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)  Name of listed company  Nature of relation: Subsidiary of the Listed Company or Controlled by a Listed Company  Name of stock exchange				
3	Is the Entity an active NFE (Refer 2c of Part C)	Yes Name of Business Please specify the sub-category of Active NF 2c of Part C	FE (Mention code –refer			
4	Is the Entity a passive NFE (Refer 3 (ii) of Part C)	Yes Nature of Business				

<b>UBO Declaration (Mand</b>	latory for all entities except, a	Publicly	y Traded Com	pany or a	related en	ntity of Publicly Traded Company)
Category (Please tick applic			Partnersh			Liability Partnership Company
Unincorporated association/body of individuals Public Charitable Trust Religious Trust Private Trust						
Others (please specify)						
Please list below the details of controlling person(s), confirming ALL countries of tax residency/ permanent residency / citizenship and ALL Tax						
Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)  Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form WB BEN E (Refer						
3 (vi) of Part C)	ould provide FFI Owner Reporting	Statement	t and Auditor's L	etter with re	equired deta	ilis as mentioned in Form WB BEN E (Refer
Details	UBO1		Ţ	JBO2		UBO3
Name of UBO						
UBO Code (Refer 3 (iv)						
(A) of Part C) Country of Tax residency *						
PAN#						
Address						
Address						
	Zip L		Zip L			Zip L
	State:		State: Country:			State: Country:
Address Type		iness	Residence	П	Business	Residence Business
			$\exists$			
T IDO/	☐ Registered office		Registered	office		☐ Registered office
Tax ID% Tax ID Type						
City of Birth						
Occupation Type	Service Business		Service	Business	3	Service Business
				_		
	☐ Others		☐ Others			U Others
Nationality						
Father's Name						
Gender	Male Female	Others	Male	Female [	Others	Male Female Others
Date of Birth	DD/MM/YYYY		DD/N	/M/YYYY	7	DD/MM/YYYY
Percentage of Holding (%) <sup>\$</sup>						
	ntrolling person is a US citizen or g	oreen card	holder			
# If UBO is KYC complaint, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position/Designation like Director/						
Settlor of Trust/ Protector of Trust to be specified wherever applicable.  % In case Tax Identification Number is not available, kindly provide functional equivalent						
\$ Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory/ Company Secretary						
FATCA – CRS Terms and Conditions						
The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such						
as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported tax authorities/ appointed agencies. Towards compliance, we may also be required to Should there be any						
change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.						
Please note that you may receive more than one request for information if you have multiple relationships with (insert FI's name) or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.						
If you have any questions about your tax residency, please contact your tax advisor. If any controlling person of the entity is a US citizen or resident or green						
card holder, please include United States in the foreign country information field along with the US Tax Identification Number.  \$ it is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not						
yet been issued, please provide an explanation and attach this to the form.						
Certification	•			ma: :		
						ons) and hereby confirm that the information ood the ATCA & CRS Terms and Condition
below and hereby accept the s	*	aiso c			and anderst	and Tree a cros forms and condition
Name		$\bot$ $\top$			$\bot$ $\top$	
Designation						
Place						
		Si	ign		Sign.	. Date / /

## RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB BROKERS AND CLIENTS

# As prescribed by SEBI and Stock Exchange

- 1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of Exchange/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 From" with supporting details, made mandatory by stock exchange/SEBI from time to time.
- 7. 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.
- 8. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening from' 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.
- 9. 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**

- 10. 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 from 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 the 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 trader 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, Regulations and circulars/notices issued there under of the Exchange 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 Exchange where the trade in executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars/notices issues thereunder.

## **BROKERAGE**

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

# LIQUIDATION AND CLOSE OUT OR POSITION

- 19. Without prejudice to the stock broker's other right (including the right to refer a matter to arbitration) the client understand the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts outstanding debts etc. and adjust the proceeds of such liquidation/closeout, 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 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)/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 Exchange and SEBL
- 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 Exchange where the trade is executed and circulars/notices issues there under as may be in force from time to time.
- 25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-a-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 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 our 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 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 Obligation" 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 RIGHRS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends rights of 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 Exchange where the trade is executed.
- 32. The stock broker shall issue a contract 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, detail of the derivatives contract, client, code, brokerage all charged 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 with one working day of the execution of the trades in hard copy and/or in electronic from 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 with in 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 Account' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange from time to time where the trade is executed. The Statement shall also state that the client shall report errors, if any in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed from the receipt thereof to the stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include interalia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipt (FDRs), Bank Guarantee and securities.
- 36. The Clients 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 undertaking hereunder. All actions required to be taken to ensure compliance of all the transaction, 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 opt to receive the contract note in electronic from, 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 though 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 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 art 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 from in the manner prescribed by the exchange in compliance with the provisions of the IT Act,2000 and as per as the extant rules/regulations/circulars/ guidelines issues by SEBI/Stock Exchange from time to time. The proof of delivery i.e., log report generated by the system at the time of sending to contract notes shall be maintained by the stock broker for the specified period under the extant regulation of SEBI/stock exchange. The log report shall provide the details of the contract notes that are not delivered to the clients, mails rejected or bounced back. The stock broker shall take all possible steps o ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock Exchange.
- 41. The stock broker shall continue to send contract notes in the physical mode to such client who so not opts to receive the contract notes in the electronic from. 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 sent a physical contract note to the client with in the stipulated time under the extant regulations of SEBI/stock Exchange 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 public the ECN on his designated web-site, if any in a secured way and enable relevant access to the clients and for his purpose, shall allot a unique use 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 right which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange 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 notification, any rules, regulations, guideline and circulars/notice issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange, 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 Arbitration (s) under the Arbitration and Conciliation Act, 1966. However there is also a provision of appeal within the stock Exchange, 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 Exchange/SEBI.
- 47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules /regulations/notices/ circular of Exchange/SEBI. Any changes in such preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchange/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 regulation of SEBI or Bye-laws, Rules and Regulations of the relevant stock exchange where the trade is executed such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

# INTERNET& WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(ALL THE CLAUSES MENTIONED IN THE 'RIGHTS AND OBLIGATIONS' DOCUMENT(S) SHALL BE APPLICABLE. ADDITIONALLY, THE CLAUSES MENTIONED HEREIN SHALL ALSO BE APPLICABLE.)

- 1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc, which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchange 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/Exchange 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 Exchange/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 Exchange/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/Exchange.

## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

Stock Exchange/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 Exchange/ 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 Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock Exchange/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 Exchange.

It must be clearly understood by you that your dealings on stock Exchange 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., are subject to the Rules, Byelaws and Regulations of relevant Stock Exchange, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as my be issued by Stock Exchange or its Clearing Corporation and in force from time to time.

Stock Exchange 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 Exchange 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 Exchange. 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, land 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 n 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
- **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 and its confirmations.

- **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 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 Exchange is in electronic mode, based on satellite/leased line based communication, 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 contract 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 (national) 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 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 Exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

# 2..3 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 will 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 touting 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 Exchange.
- 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 Exchange and who holds a registration certificate from SEBI.

#### GUIDANCE NOTE-DO'S AND DON'TS OR 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 exchange namely <a href="www.nseindia.com">www.nseindia.com</a> and SEBI website <a href="www.sebi.gov.in">www.sebi.gov.in</a>.
- 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 Documents, 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 Exchange.
- 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/Exchange in this regards.

#### 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 Exchange' 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 setting 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 pledge 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 obligation for next 5 trading days, calculated in the manner specified by the Exchange. 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 Exchange 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 exchange, 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 Exchange.

#### 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 exchange gives a public notice inviting claims relating to only the "transactions executed on the trading system" of stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock Exchange 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's insolvency or bankruptcy and the extend 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 mandated by SEBI to designate an e-mail ID of the grievance. Redressal division / compliance officer exclusively for the purpose of registering complaints.

#### **POLICIES & PROCEDURE**

#### A. Policy for Penny Stock

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

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

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as 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.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure. In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

#### C. Applicable brokerage rate

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

#### D. Imposition of penalty / delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month.

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

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

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

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

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

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

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

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

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

- a) The Short delivering client's account is debited by an amount equivalent to 20% above of closing rate of day prior to Payin / Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller's accounts is debited at the closing rate on T+3 day or Auction day on Exchange +10 % where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- 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 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.

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

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

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

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again comply with the KYC requirement.

#### I. Deregistering a client

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

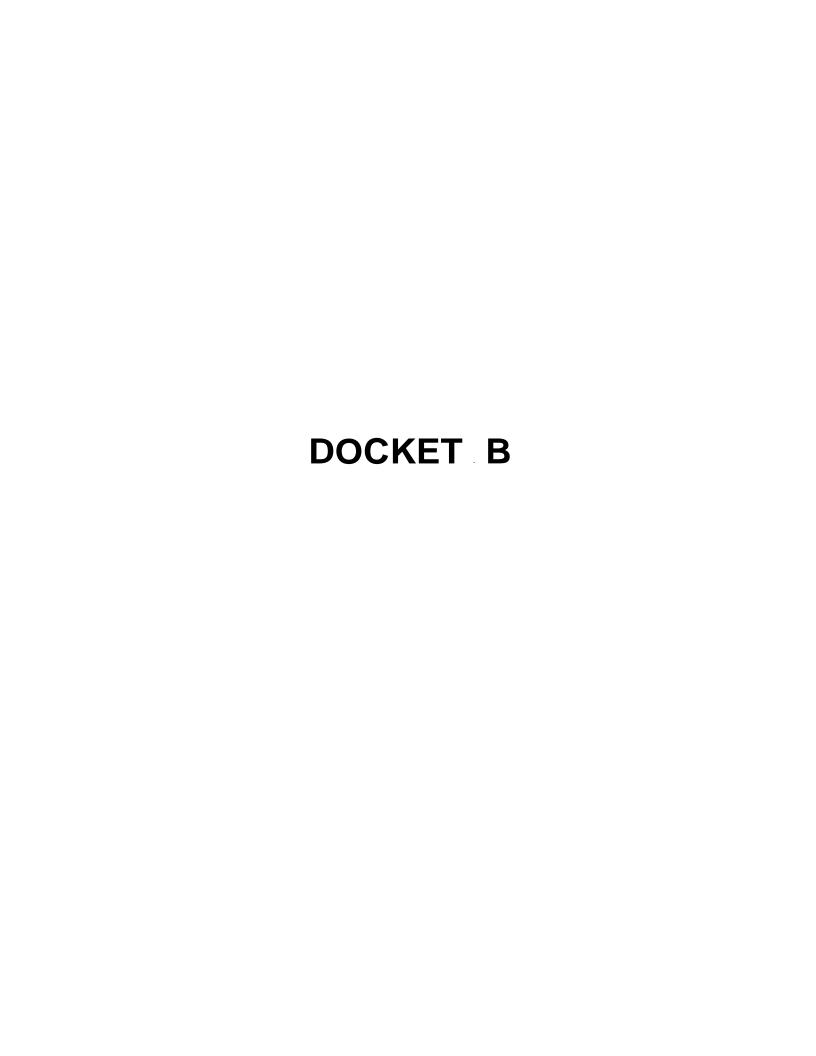
- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has taken any steps by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being 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;

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect; Inactive Client account: - Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

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

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

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through any one or more means or methods. I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read 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.



### **RUNNING ACCOUNT AUTHORISATION (VOLUNTARY)**

## Part - A

Date.....

Gro	S SECURITIES LTD. bund Floor, 90, Okhla Industrial ate Phase-III, New Delhi-110020
Sir.	
	We are dealing through you as a client in Capital Market and/or Future & Option segment in order to facilitate e of operations and upfront requirement of margin for trade. I/We authorize you:
1.	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.	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.
3.	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 Exchange.
4.	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.
5.	I/We confirm you that I can revoke the above mentioned authority at any time.
	anking you urs faithfully,
(Si	gnature)
Cli	ent Name:
Clie	ent Code:

#### Part - B

VLS SECURITIES LTD.	Date :	
Ground Floor, 90, Okhla Industrial Estate		
Phase-III. New Delhi-110020.		

#### Liquidation of Securities in case on Non-Fulfilment of client's funds obligation

In compliance with SEBI Circular CIR/HO/MIRSD/DOP/CIR/P/2019/75 dated June 20, 2019 and FAQ issued by the Exchanges on the said Circular, if the client is not able to fulfill Funds Obligations, then the unpaid securities shall be transferred to "client unpaid securities account" either to be disposed-off within 5 trading days from the date of pay-out or may be transferred to client's demat as per the Risk Management (RMS) Policy of the "VLS."

#### **Payment Terms:**

As per the SEBI Circular (CIR/HO?MIRSD/DOP/CIR/P/2019/758 dated June 20, 2019 and FAQ issued by the Exchange on the said Circular, the client is required to fulfill the pay-in obligations on or be T+2 day. If the client fails to meet its funds pay-in obligation on T+2 day, then the securities may be liquidated within 5 days from the Pay-out date or returned to the client as per the RMS policy of the VLS. Profit/loss on the liquidation of the unpaid securities, if any, shall be transferred to/ adjusted from the respective client account. The losses, if any, incurred due to liquidation of the unpaid securities shall be adjusted from the other collateral of the client deposited with VLS.

rnanking you,
Yours faithfully,
<i>,</i>
(Signature)
(Signature)
Client Name
Client Code

#### VERBAL ORDER ACCEPTANCE AUTHORISATION

I/We am dealing with you as client at NSE in Capital & Derivative. As my/our broker I/We direct and authorize you to carry out trading/ dealing on my/our behalf as per instruction given below.

I/We agree and acknowledge that it is advised by you that I/We should give instruction for order placement/modification and cancellation in writing and to avoid disputes, I/We must give instruction in exactly the format in duplicate (carbon copy/photocopy only) and take signatures of at least two authorized officers at the branch along with company stamp on the carbon copy/photocopy of the instructions in acknowledgment of receipt of my our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid the it is not practical to give written instructions for order placement/ modification and cancellation, I/We here authorize you to accept my/our authorized representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line/mobile phone) and execute the same. I/We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) by shifting the burden of proof by asking you to prove the placement /modification and cancellation of orders through telephone recording or otherwise.

I/We shall be liable for all losses, damages and actions which may arises as a consequence of your adhering to and carrying out my/our directions given above.

Sign of Client	
Client Name:	 Client Code:

#### LETTER OF AUTHORITY

I/We are dealing in securities with you at NSE in Cash & Derivative Segment and in order to facilitate ease of operations, I/We authorise you:

- 1. To set off outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other Exchange and/or against the value of cash margin or collateral shares provided to you by me/us.
- 2. Not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
- 3. To keep all the securities which we give you in margin including the payout of securities received by me/us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay in obligation on my/our behalf or for giving the same as margin to the Stock Exchange or otherwise.
- 4. To retain credit balance in any of my/our accounts and to use the idle funds towards our margin/future obligations at any or both the Exchange unless I/We instruct you otherwise. I/We 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/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirements.

5.	To retain	Securities	in your	· Demat	account	for my/	our	margin/future	obligations	at all	Exchange,	unless
	I/We instr	uct you to t	ransfer t	he same	to my /ou	r account	t.					

- 6. To consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
- 7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.

8.	I/We request that y	ou may	send me/us	contract	notes	other	documents	through	E-mail	on m	y/our	design	ated
	e-mail address of _							•					

We will completely rely on the log reports of your software as a conclusive proof of dispatch of e-mail to me/us and will not dispute the same.

- 9. I/We will inform you the change of my/our e-mail, if any, in future either by registered post or through a digitally signed e-mail.
- 10. Trading of all Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/ We agree that I/ We shall be fully liable and responsible for any such problems/fault.
- 11. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
- 12. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
- 13. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
- 14. All fines, penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.

Yours faithfully,	
Signature of Client_	
Name of Client	
Client Code	

### Mandatory (for HUF)

Date:				
То,				
	rities Ltd. por, 90, Okhla Industrial se-III, New Delhi-110020.			
Sub: - Dec	laration as "Karta"			
This is	to certify that I,		is	the <b>Karta</b> of
			HUF. The member	
the HUF a	re as follows:			
No.	Name of member	Sex	Relation with Karta	Date of Birth
1.			-242 00	
2.				
3.				
4.				
5.				
	case of any change due to Death / Mared to VLS Securities Ltd.	riage / Birth etc. in t	he list of above memb	er, the same shall
Yours Tru	ly			
Mr	HUF Karta	,		
(Signatur	e with Stamp)			

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### NETWORTH

Date:
То,
VLS Securities Ltd. Ground Floor, 90, Okhla Industrial Estate Phase-III, New Delhi-110020.
Dear Sir,
I am having a Trading Account with you.
My Net Worth as on dtwas Rs/ I enclose a copy of my latestin support of my financial capability.
There has been no change/ following changes in my Client Master Details as given to you.
Please incorporate the above in your records.
Yours faithfully,
Name;
Place:
Date:
Client Code:
Address: