## C. R. KOTHARI & SONS SHARES & STOCK BROKERS PRIVATE LIMITED

### **CLIENT REGISTRATION APPLICATION FORM**

Compliance Officer: Mr. Laxman Rohira
Mobile No: 9920944955
Email ID: laxman@crksons.co.in

Investor Grievance ID: <a href="mailto:investor.crk@gmail.com">investor.crk@gmail.com</a>

CLIENT NAME	
CLIENT DEMAT ACCOUNT NO	
CLIETN DP ID NO	
CLIENT PAN NO.	
CLIENT CODE	

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#### C. R. KOTHARI & SONS SHARES & STOCK BROKERS PRIVATE LIMITED

Particular	SEBI Registration No.	SEBI Registration Date	Member Code/DP ID
BSE Cash	INZ000253730	11-12-1998	059
BSE F&O	INZ000253730	03-12-2003	059
BSE SLB	INZ000253730	25-02-2019	059
CDSL	IN-DP-120-2015	14-09-2015	19200

Registered office address: Kothari House, A-495/A, Panchsheel Nagar, A Block, Makarwali Road, Ajmer 305006 . Mobile No.: (91) 9829254951 Website: www.crksons.co.in

Correspondence office address: 2<sup>nd</sup> Floor, Citi Mall, New Link Road, Andheri W, Mumbai 400053 Tel:(91)22-26360733, Mobile No (91) 9920944955 Fax:(91)22-26360733 Website: www.crksons.co.in

Compliance Officer: Mr. Laxman Rohira; Tel.: (91) 9920944955, E-mail ld: laxman@crksons.co.in

CEO: Mr. Pradeep Kothari; Tel.: (91)-22-26360733; E-mail Id: pckothrai2001@yahoo.co.in

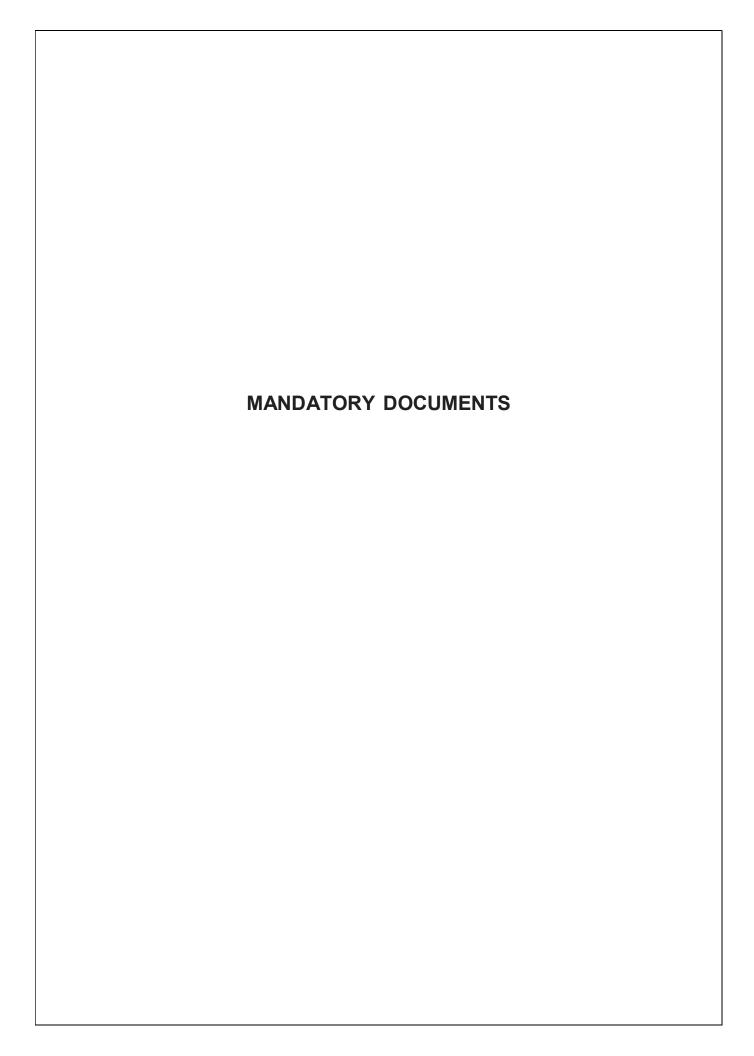
Clearing Member: Globe Capital Market Ltd. (BSE Derivative): SEBI Reg. No. INF010663731 (BSE F&O)

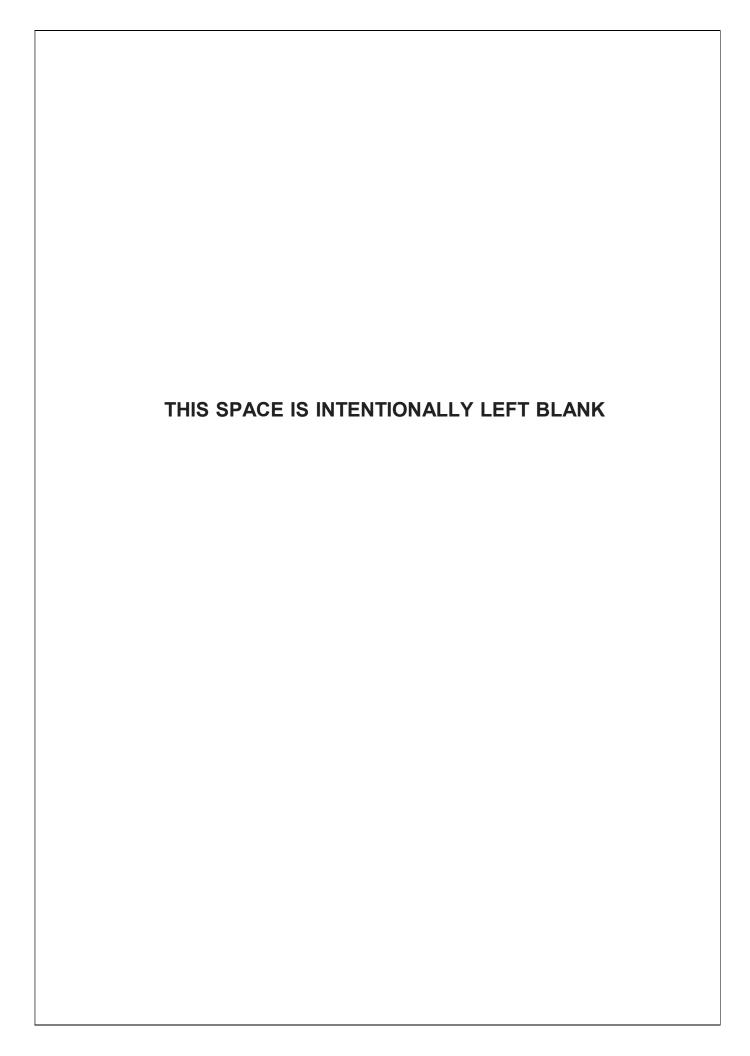
Address: 609, Ansal Bhawan, 16 K. G. Marg, Connaught Place, New Delhi 110001.

Tel. No. (91)-11-30412345, 40412345, 43666400, 43666566 Fax: (91)-11-23720883 Email:customercare@globecaptial.com For any grievance/dispute please contact C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd. at the above address or phone number or at email id- investor.crk@gmail.com In case not satisfied with the response, please contact the concerned

Exchange(s) at below given email id or Phone no. BSE-Email: is@bseindia.com Tel.: 91-22-22728097







# $\underline{\text{KNOW YOUR CLIENT (KYC) APPLICATION FORM}}$ Please fill this form in ENGLISH and in BLOCK LETTERS

For Individuals

Α.	IDENTITY DETAILS	PHOTOGRAPH
1.	Name of the Applicant:	Please affix passport
2.	Father's/ Spouse Name:	Size photograph and cross sign
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: Unique Identification Number (UID)/ Aadhaar, if any:	
6.	Specify the proof of Identity submitted:	
В	ADDRESS DETAILS	
	Address for correspondence:	
_	City/town/village:Pin Code:State:Country:	
2.	Contact Details: Tel. (Off.)Tel. (Res.)Mobile No.:Fax:Ema	
3.	Specify the proof of address submitted for correspondence address:	-
4.		
	City/town/village:Pin Code:State:Country:	
5.	Specify the proof of address submitted for permanent address:	
C.	OTHER DETAILS	
1.	Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-10-25 Lac / >25 Lacs or	10 Lac /
	Net-worth as on (date) () (Net worth should not be older than 1 year	ır)
2.	Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Ser Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others	vice/Business/
3.	Please tick, if applicable: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEF	?)
4.	Any other information:	
DE	CLARATION	
info mis	ereby declare that the details furnished above are true and correct to the best of my knowledge and belief orm you of any changes therein, immediately. In case any of the above information is found to be sleading or misrepresenting, I am aware that I may be held liable for it.	
Sig	gnature of the Applicant Date:	(dd/mm/yyyy)
FO	OR OFFICE USE ONLY	
	Originals verified) True copies of documents received	
	(Self-Attested) Self Certified Document copies received	
	nature of the Authorised Signatory	
	te	tock Brokers P. Ltd.

#### 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.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- 9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- 11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

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

- 1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
- 2. PAN card with photograph.
- Identity card/ document with applicant's Photo, issued by any of the following: Central / State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
- C. Proof of Address (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)
- 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.

# KNOW YOUR CLIENT (KYC) APPLICATION FORM Please fill this form in ENGLISH and in BLOCK LETTERS

For Non -Individuals

<b>A.</b>	DENTITY DETAILS				PHOTOGRAPH
1.	Name of the Applicant:				Please affix passpor Size photograph and
2.	Date of incorporation:	(dd/mm/yyyy	) & Place of incorpo	oration:	
3.	Date of commencement of bus	iness:(dd/mm	n/yyyy)		
4.	a. PAN:	b. Regi	stration No. (e.g. Cl	N):	
5.	Status (please tick any one):				
	vate Limited Co./Public Ltd. Co./Body/Non-Government Organization/				
3.	ADDRESS DETAILS				
	Address for correspondence: _				
	City/town/village:	Pin Code:	State: _	Cc	ountry:
<u>.</u> .	Contact Details: Tel. (Off.)	Tel. (Res.)	Mobile No.:	Fax:	Email id:
8.	Specify the proof of address su	ıbmitted for correspo	ndence address:		
1.	Registered Address (if differentCity/town/village:	from above):	21.1		
).	Specify the proof of address su	ibmitted for registere	d address:		
<b>)</b> .	OTHER DETAILS				
	Gross Annual Income Details ( Lac / 25 Lacs-1 crore/ > 1 crore	please specify): Incom	ne Range per annum	: Below Rs 1 Lac / 1	-5 Lac /5-10 Lac / 10-25
2. /ea	Net-worth as on (date)	(dd/mm/yyyy): _		(*Net worth should	d not be older than 1
	Name, PAN, residential addres ectors:	s and photographs o	f Promoters/Partner	rs/Karta/Trustees a	and whole time
<b>ļ</b> .	DIN/UID of Promoters/Partners/	/Karta and whole time	directors:		
D.	Please tick, if applicable, for time directors: Politically Expose				
ò.	Any other information:				
)E	CLARATION				
/w	Ve hereby declare that the details e undertake to inform you of any se or untrue or misleading or misre	changes therein, imm	ediately. In case an	y of the above info	ormation is found to be
Na	me & Signature of the Authorised S	ignatory		Date:	(dd/mm/yyyy)
_		FOR (	OFFICE USE ONLY		
	(Originals verified) True copies of docum	ents received			
	(Self-Attested) Self Certified Document co	ppies received			
	)				
ğiç	nature of the Authorised Signatory				
te			Seal/Stamp of C. R. I	Kothari & Sons Share	es & Stock Brokers P. Ltd

### INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

F. In case of Non –Individual, additional documents to be obtained from Non – Individual, over & above the POI & POA, as mentioned below:

Type of entity	Documentary requirements
Corporate	Copy of the Balance Sheets for the last 2 Financial Years (to be submitted every year) Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. Copies of the Memorandum and Articles of Association and certificate of incorporation Copy of the Board Resolution for investment in securities market. Authorised signatories list with specimen signatures.
Partnership	Copy of the balance sheets for the last 2 financial years (to be submitted every year).  Certificate of registration (for registered partnership firms only).  Copy of partnership deed  List of trustees certified by managing trustees/CA.  Photograph, POI, POA, PAN of Trustees.
Trust	Copy of the balance sheets for the last 2 financial years (to be submitted every year).  Certificate of registration (for registered trust only).  Copy of Trust deed.  List of trustees certified by managing trustees/CA.  Photograph, POI, POA, PAN of Trustees.
HUF	PAN of HUF.  Deed of declaration of HUF/ List of coparceners.  Bank pass-book/bank statement in the name of HUF.  Photograph, POI, POA, PAN of Karta.
Unincorporated Association or a Body of Individuals	Proof of Existence/Constitution document.  Resolution of the managing body & Power of Attorney granted to transact business on its behalf.  Authorized signatories list with specimen signatures.
Banks/Institutional Investors	Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.  Authorized signatories list with specimen signatures
Foreign Institutional Investors (FII)	Copy of SEBI registration certificate. Authorized signatories list with specimen signatures
Army/ Government Bodies	Self-certification on letterhead. Authorized signatories list with specimen signatures.
Registered Society	Copy of Registration Certificate under Societies Registration Act. List of Managing Committee members. Committee resolution for persons authorised to act as authorised signatories with specimen signatures. True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

### TRADING ACCOUNT RELATED DETAILS

A. BANK AC	COUNT	(S) DETAILS							
Bank Name		Branch addres	Bank acco	unt no.		Type: Savir case of NR	ng/Current/ I/NRE/NRO	MICR Number	IFSC code
		COUNT(S) DETA							
<b>Depo</b>	Sitory Pa Name	articipant	Depository Na (NSDL/CDS		Beneficia	ry name	DP ID	Ве	neficiary ID (BO ID)
C.TRADING	PREF	ERENCES				1			
_	n in the	relevant boxe	s where you	wish 1	to trade. P	lease stri	ke off the s	egment no	t chosen by
you. Exchanges	i	BSE					BSE		
All Segmen	nts	Cash/ Mutual Fund	F&O	Cur	rency	Debt	Com	nmodity Dei	rivatives
	the clie	to trade in any  nt wants to trade of stock broker.							l be taken
applicant/o	constitue	ction/proceedings ent or its Partr ne last 3 years:	ers/promoters/	whole	time direct	ors/authoriz	ed persons	in charge	of dealing
<ul> <li>If client is c Sub-broker</li> <li>Registered</li> <li>Whether c provide de Name of s Client Cod</li> </ul>	dealing the sealing of the sealing o	ddress:	oker, provide th	e follov ub-brok	ving details: SEBI Reginer Ph:er (if caseName of S	stration nun . Fax: dealing w Sub-Broker,	if any:	stock broke	ers/sub-brokei 
<ul><li>Specify yo</li><li>Whether yo</li><li>Number of</li><li>In case of</li></ul>	ou wish to ur Email ou wish to years of non-indiv	TAILS to receive physical id, if applicable: . to avail of the facili f Investment/Tradi viduals, name, des in securities on be	ty of internet trang Experience:	ading/ v	wireless tech	nnology (ple	ase specify):	otographs of p	  persons

Any other information:

Status of the Introduc			
Address and phone r	no. of the Introducer:	Signature of the	Introducer:
. NOMINATION DETA  I/We wish to nomin	AILS (for individuals only) nate	/We do not wish to nominat	e
Name of the Nominee: .		Relationship with the Nomin	ee:
PAN of Nominee:		Date of Birth of Nominee:	
<b>If Nominee is a minor,</b> Name of guardian:	details of guardian: Address and ph	hone no. of Guardian:	
WITNESSES (Only app Name	licable in case the account hold	er has made nomination) Name	
Signature	S	Signature	
Address	<u>A</u>	Address	
	,	laarooo	
I/we undertake to information or untrue or misleadi I/We confirm having	that the details furnished abov orm you of any changes therein ng or misrepresenting, I am/we read/been explained and unde	DECLARATION  re are true and correct to the book, immediately. In case any of the are aware that I/we may be held	est of my/our knowledge and belief ar ne above information is found to be fals d liable for it. cument on policy and procedures of th
I/we undertake to infor untrue or misleadi I/We confirm having stock broker and the I/We further confirm Disclosure Document	that the details furnished abovorm you of any changes therein ng or misrepresenting, I am/we read/been explained and undetariff sheet.  having read and understood nt'. I/We do hereby agree to be	peccentarion  The are true and correct to the bount in the period of the are aware that I/we may be held erstood the contents of the document of the contents of the 'Rights as bound by such provisions as of the period of the provisions as of the period of the provisions as of the period of the p	ne above information is found to be falsed liable for it.  Sument on policy and procedures of the obligations' document(s) and 'Riebutlined in these documents. I/We have
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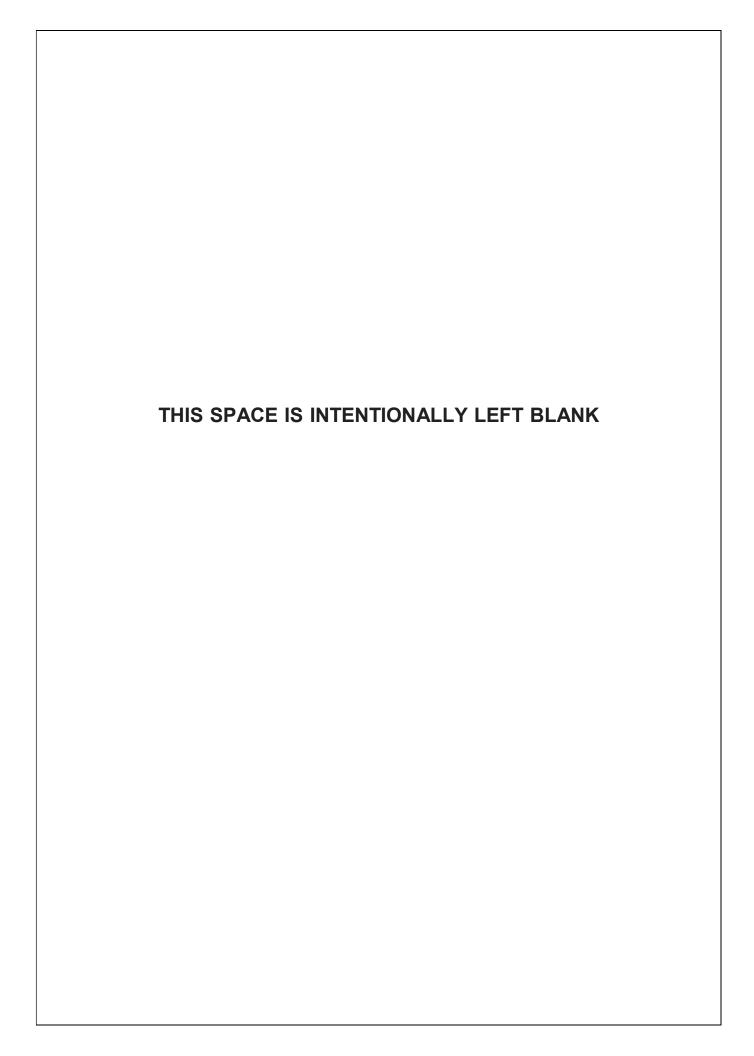
#### INSTRUCTIONS/ CHECK LIST

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

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of	Self declaration with relevant supporting documents.
assets.	

<sup>\*</sup>In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.

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



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

#### as prescribed by SEBI and Stock Exchanges

- 1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
- 2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
- 4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
- 5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
- 6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

#### **CLIENT INFORMATION**

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

#### **MARGINS**

- 11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- 12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### TRANSACTIONS AND SETTLEMENTS

- 13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
- 15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.



- 16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
- 17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/ notices issued thereunder.

#### **BROKERAGE**

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

#### LIQUIDATION AND CLOSE OUT OF POSITION

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

#### **DISPUTE RESOLUTION**

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

#### TERMINATION OF RELATIONSHIP

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



#### ADDITIONAL RIGHTS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter- alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

#### **ELECTRONIC CONTRACT NOTES (ECN)**

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



#### LAW AND JURISDICTION

- 43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
- 44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
- 45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
- 46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
- 47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/ document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
- 48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



#### Internet and Wireless Technology based trading facility provided by Stock Brokers to Client

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

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



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

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

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

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

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

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

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

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

#### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

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

#### 1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities/derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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



#### 1.3 Risk of Wider Spreads:

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

#### 1.4 Risk-reducing orders:

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

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

#### 1.5 Risk of News Announcements:

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

#### 1.6 Risk of Rumors:

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

#### 1.7 System Risk:

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

- 1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security/derivatives contract hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion:

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

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

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

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

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



- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

#### 2.2 Currency specific risks:

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

#### 2.3 Risk of Option holders:

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances

#### 2.4 Risks of Option Writers:

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- 3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

#### 3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

#### 4. GENERAL

- **4.1** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- **4.2** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.



#### GUIDANCE NOTE-DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

#### **BEFORE YOU BEGIN TO TRADE**

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

#### TRANSACTIONS AND SETTLEMENTS

- 8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- 9. Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.
- 11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/ deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.



- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay- in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

- 16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
- 17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### **DISPUTES/ COMPLAINTS**

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



#### POLICIES AND PROCEDURES OF C. R. KOTHARI & SONS SHARES & STOCK BROKERS PVT.LTD.

#### **Policies and Procedure**

This document outlines various policies and procedures framed and followed by C. R. Kothari & Sons Shares & Stock Brokers Private Limited (CRK) with respect to its dealing with its clients as a stock broker on BSE Limited, (BSE), (collectively hereinafter referred to as "the Exchanges"). The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of CRK, depending upon regulatory changes, its risk management framework, other market conditions, etc.

#### a. Refusal of order for penny stock

Following types of scrips will come under Penny stock if it falls in any one category as mentioned below as part of the due diligence and risk management policy of C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd.

- 1. Scrip which are quoting at less than face value on any of the Exchanges.
- 2. Scrips appearing in the list of illiquid securities issued by the Exchanges periodically.
- 3. Securities forming part of Trade-to-Trade settlement.
- 4. Securities forming part of Z group.
- 5. Scrips on which Exchange VaR is more than 50%
- 6. Scrip whose average daily volume is less than 15000 shares (collectively for all Exchanges) in last seven days.

Trading in Penny stocks will be allowed to clients at the sole discretion of C. R. Kothari & Sons Shares & Stock Brokers Private Limited (CRK). Also CRK may restrict the quantity/amount which a client may be allowed to buy/sell the penny stock. If the client wants to purchase Penny stocks then CRK may insist upto 100% advance payment / sufficient clear ledger credit balance and similarly if client wishes to sell Penny stock, then CRK may insist that shares should be first transferred to beneficiary demat account of CRK. Under no circumstances, CRK shall be responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

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

#### **Cash Segment**

- 1. Exposure based and / or Margin based limits will be given to the clients for doing trades in Cash Segment.
- 2. Limits will be given on the basis of credit balance and / or collateral / securities of the client available with CRK valued after hair cut.
- 3. Certain multiples times exposure based limit may be given on the available credit balance and/ or on the collateral / securities of the client available with CRK valued after hair cut. However on case to case basis the excess limits may be allowed.
- 4. Certain multiples times margin based limit may be given on the available credit balance and / or on the collateral/securities of the client available with CRK valued after hair cut. However on case to case basis the excess limits may be allowed.
- 5. Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity, volatility of scrip, etc. from time to time.
- 6. CRK may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by CRK. On a case-to-case basis CRK may, at its sole and absolute discretion, give higher clean exposure limits to certain set of the clients. CRK reserves the right to withdraw clean exposure limit granted to the client at any point of time at its sole and absolute discretion. The client can not raise any concern/dispute for the same.

#### **Derivatives Segment**

- 1. Margin based limits will be given to the clients for doing trades in Derivatives Segment.
- 2. Limits in Derivatives Segment will be given on the basis of free credit balance and/ or collateral/ securities of the client available with CRK valued after hair cut.
- 3. Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity and volatility of scrip, etc. from time to time.
- 4. A client will be normally allowed limits till the client has free credit balance and / or collateral / securities valued after hair cut. In case of excess limit is availed, the same will be regularized by the end of trading session / day. However on case to case basis the excess limit may be allowed to be carried forward.

CRK may from time to time depending on market conditions, profile and history of client, type and nature of scrip, etc., may at its sole discretion change the rate of haircut applicable on the securities / collaterals, number of times the limits to be given in Cash / Derivatives segments and take such steps as CRK may deem necessary.



#### c. Applicable Brokerage rate

The brokerage rate applicable on clients trades will be as per agreed rates as mentioned in the KYC form at the time of opening the client trading account. Any higher brokerage will be levied only if agreed in writing between CRK and the client. If the client has any grievances' regarding the rate of brokerage charged then he should intimate the same to CRK within four days of receipt of the contract note/confirmation memo/bill. The brokerage rate at no point of time will exceed the rates as may be specified by the Exchanges/SEBI from time to time.

Unless otherwise agreed the brokerage will be exclusive of the following:

Service Tax and Education Cess

SEBI/ Exchange/ Clearing member charges

Stamp duty

Statutory charges payable to Exchange/ SEBI/ Govt. Authorities etc.

Any other charges towards customized/ specialized service

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

In case of delay in payment by the client to CRK on its due date, CRK in respect of such delayed payment will be entitled to recover late / delayed payment charges. The said delayed payment shall include amounts payable by the client to CRK in respect of initial margin, mark to market, shortfall of margin(s) in prescribed modes, and / or other margins and pay-in obligations. Late payment charges will be levied upto 2% per month or a part of month on delayed payment for the delayed period. The trade of the client may not be executed by CRK if the client does not clear dues along with delayed payment charges within three months of the due date. The client will not be entitled to any interest on the credit balance / excess margin available/kept with CRK.

A delayed payment charge is only a penal measure. The client should not construe it as funding arrangement. The client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

CRK may impose fines/penalties for any order/ trades/ deal/ actions of the clients which are contrary to this agreement/ rules/ regulations/ byelaws 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 CRK 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 order/ trades/ deal/ actions of the client, the same will be borne by the client.

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

Normally the client shall not trade without adequate margin/securities and that it shall be the clients responsibility to ascertain in advance the margin / securities requirement for its order/trades/deals and to ensure that the required margin / securities is made available to CRK in such form and such manner as may be required by CRK. If the client's order is executed despite a shortfall in the available margin, the client shall, whether or not CRK intimates such shortfall to the client, make up for the shortfall suomotto immediately. The client shall be responsible for all orders (including any orders that may be executed without the required margin in the clients account) and/or any claim/ loss/damage arising out of the non- availability/ shortage of margin /securities required by CRK and/or by Exchange. The client shall fulfill all its obligations / liabilities to CRK, failing which CRK has the right not the obligation to square up all or any outstanding position and / or take offsetting positions and / or sell the margin / securities available with CRK without giving any notice to the client. CRK may also square up all or any outstanding position and / or sell the margin/securities available with CRK as a part of risk management at any time without giving any notice to the client. In case of purchase on behalf of client, the CRK may close out its transactions by selling securities, in case the Client fails to make full payment to CRK for the same before the time intimated by CRK. In case of sale on behalf of client, the CRK may close out its transaction by purchasing the securities. The client shall be liable for any losses, costs and be entitled to any surplus, which may result from the above.

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

Internal Shortages means one client has failed to give the delivery of the securities sold, which has resulted into short delivery to other client(s) of CRK. If a selling client who has sold shares of particular scrip on T day do not deliver shares latest by T+2 (i.e. by payin day) and such quantity of shares results in internal shortages, then such quantity of internal shortage will be purchased from the market on pay-in day or as and when available in the market in the "internal shortage account". On T+2 (i.e. pay-in day) provisional debit will be given in client account at T+1 day's closing rate + 20%, corresponding to internal shortage.

On payout day of securities purchased in the internal shortage account, provisional debit bill amount will be reversed and client account will be debited with the amount at which securities are purchased on T+2 day. Fines / penalties / charges may be levied on account of internal shortage to selling client.

Due to internal shortage on account of internal netting of trades, the buyer client shall receive late delivery of securities. Buyer shall have no claims / rights against CRK for delay in delivery of securities. It may also be possible that CRK may not be able to obtain the required securities due to market conditions, then in such cases the buyer clients account will be credited and seller clients account will be debited as per the close out rate provided by the exchange for the relevant Auction settlement. Provisional debit bill amount will be reversed in the sellers client account.



In case of securities having corporate actions, all cases of short delivery of cum transactions which can not be auctioned on cum basis or where the cum basis auctioned payout is after the book closure/record date, would be compulsory closed out at higher of the 20% 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.

Above procedure is subject to change from time to time according to change in settlement procedure of the Exchange.

# g. <u>Conditions under which a client may not be allowed to take further position or CRK may close</u> the existing position of a client.

Under the following conditions CRK will not allow the client to take further positions or CRK may close the existing position of a client:-

- 1) Insufficient / inadequate margin(s) and / or insufficient / inadequate free credit balance available with CRK.
- 2) Scrips / stocks falling in Penny Stocks in clause (a) above.
- 3) Bogus / Manipulated / Non genuine scrips or securities.
- 4) Illiquid contracts / options.
- 5) Trades which apparently in the sole and absolute discretion of CRK seems to be Synchronized trades/ Circular trading/Artificial trading/manipulative in nature, etc.; Ban by Regulatory authorities.
- 6) Where name of the client apparently resembles with the name appearing in the list of debarred entities published by SEBI/Exchanges and other regulatory authorities (where the information available for the debarred entity (other than name) is not sufficient enough to establish that the client and such debarred entity are one and the same);
- 7) The client fails to furnish documents/information as may be called for by CRK from time to time as per regulatory requirement and/or as per its internal policy.
- 8) In the event of death or insolvency of the client or the client otherwise becoming incapable of receiving and paying for or delivering or transferring securities which he has ordered to be bought or sold.

In addition to the above CRK can also close position of the client in case the client fails to pay his / her obligation before pay in schedule of the exchange and / or as demanded by CRK. Depending on the market circumstances if CRK is of the view that the positions of the clients are at risk then CRK may close the existing position without waiting for the pay in schedule of the exchange.

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

At the written request of the client, the trading account will be suspended / closed. In case client request for closing the account then the client's funds and securities due to / from client will have to be settled at the earliest. Also the client will give a confirmation of no dues (funds and securities) to CRK. Only after the settlement of funds and securities the clients account will be closed. If a client wishes to resume trading then client has to give a written request to CRK for the same. In case after closing of account client wishes to resume trading with CRK then fresh KYC formalities will be done.

#### i. Deregistering a client.

CRK may at its sole discretion deregister a client without giving any specific reason. Necessary communication will be done by CRK to client in writing or by email. On giving the intimation to de-register the client's funds and securities if any will be settled at the earliest. The client will be given necessary notice period as required by the SEBI/Exchanges from time to time.

Due to de-registration, CRK shall have the right to close out the existing open positions/contracts, sell/ liquidate the margin (in any form) to recover its dues, if any, before de-registering the client. Any action taken by CRK in terms of this policy shall not be challenged by the client, and CRK shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result. Also while de-registering the client, CRK may retain certain amount/securities due/belonging to the client for meeting any future losses, liability, penalties, etc. arising out of dealing of the client with CRK. In case if any securities retained by CRK is sold/liquidated to recover any such losses, liability, penalties, etc., CRK shall have the sole authority to decide the mode, manner and the price at which to effect the sale of securities and the client cannot raise any dispute as to the manner, mode and the price at which the securities are sold by CRK.

In any of the above circumstances, if the client is able to justify his innocence either by producing any record, document or otherwise to the full satisfaction of CRK, CRK may reconsider its decision of de- registering the client. However in no circumstances any action taken by CRK till the date of re-registration shall be challenged by the client and CRK shall not be liable to the client for any loss or damage (actual/ notional), which may be caused to the client as a result.

#### **Policy for Inactive clients**

Any client who has not traded for last 365 days or such period as may be decided in any segment of any exchange with CRK then that client code will be made Inactive and will be kept in dormant mode. If the client wants to activate his / her account he / she will have to request in writing to CRK for reactivating the same in the format prescribed by CRK along with necessary documents. After the client is made Inactive its funds and securities if any available with CRK will be settled at the end of the quarter in which its trading account is made Inactive.



# C. R. KOTHARI & SONS SHARES & STOCK BROKERS PRIVATE LIMITED

Regd. Office: Mehta Cottage, 12, LRCM Officers Colony, 119/505, Darshan Purva, Kalpi Road, Kanpur-208012

Dear Client,
Sub: Disclosure & Confirmation and Noting
We hereby disclose and confirm that we have made note of the followings:
<ol> <li>We may do proprietary trading also, in addition to client based business, as reference to Securities and Exchange Board of India's (SEBI) circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003.</li> </ol>
<ol> <li>Our Investor grievance email ID is investor.crk@gmail.com as per SEBI Circular Ref. No. MRD/DOP/SE/Cir- 22/06 dated 18/12/2006.</li> </ol>
Thanking you
Yours faithfully For C. R. Kothari & Sons Shares & Stock Brokers Private Limited
Authorised signatory
I/We have read and understood the above contents
Sign of the client: :
Name of the Client:

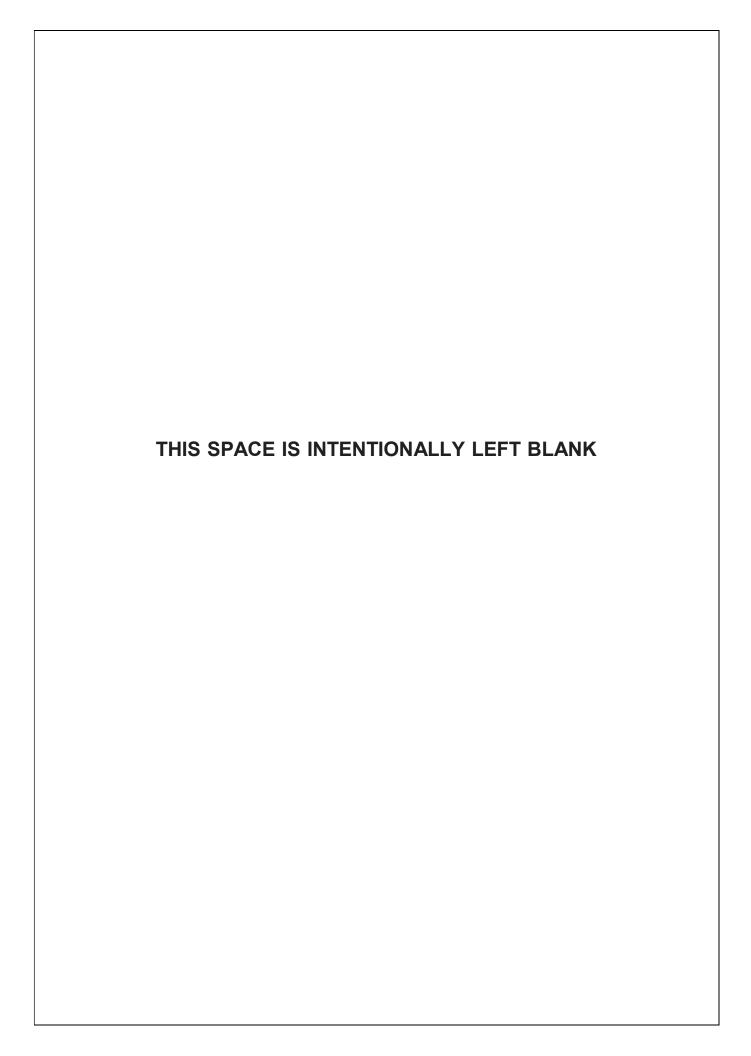
Dated: \_\_\_\_

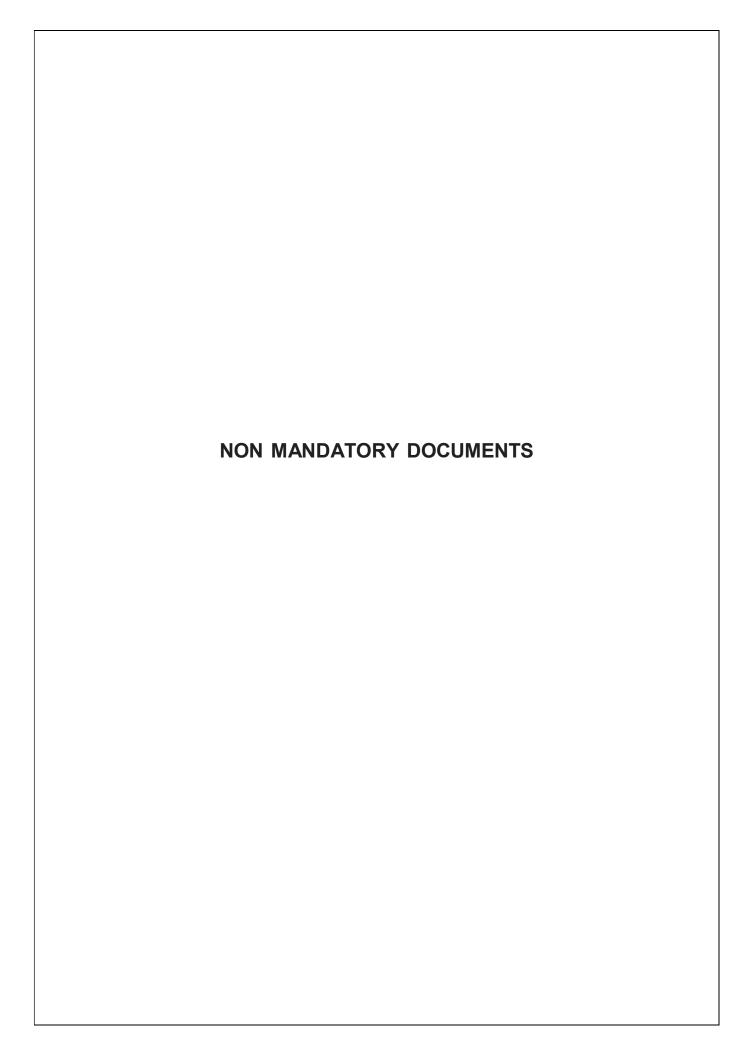
# TARIFF SHEET

			CASH	FUTURE			OPTION		
Brokerage Slab		Slab %	Min Paisa	Slab %	Min Paisa	Slab %	Min Per Lot	Max Per Lot	
Delivery	/ Carry Forward								
Square First Leg									
	Second Leg								

Other Charges (as applicable would be levied)
GST
Stamp duty
Transaction Charges
SEBI Turnover Fee
Clearing Member Charges
Securities Transaction Tax (STT)
Expiry Charges in the derivative segment
Delay Payment Charges
Charges for providing Research Services
Demat Charges for pay-in /payout of securities from pool/margin account
Documentation and Service Charges for Trading Account Opening Upto Rs, 200/-
Franking & Stamping Charges for Power of Attorney Upto Rs, 150/-
Charges for any other services provided/cost incurred by C. R. Kothari & Sons Shares & Stock Brokers P. Ltd. from time to time

Sign of the client:	





#### Dear Investor!!

#### Subject: Prevention of Money Laundering

Money laundering is a process of making dirty money clean. Money is moved around the financial system again and again in such manner that its origin gets hidden.

It involves complex chain of activities whereby huge amount of money generated from illegitimate activities viz. selling of narcotic drugs, extortion, corruption, illicit dealing in weapons, human trafficking, etc. is put through a series of process so that it comes out at the other end as clean and legal money. Terrorist organizations encourage money laundering to support their illegal acts.

It is important to note that due to increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge the duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain, even if unknowingly or ignorantly, may invite the trouble.

In order to fight against the money laundering and terrorist financing the Prevention of Money Laundering Act (PMLA) was brought into force w.e.f. July 1, 2005 in India. Guidelines were also issued in the context of the recommendations made by the Financial Action Task Force on anti-money laundering standards. Compliance with these standards has become imperative for international financial relations.

PMLA is applicable to every intermediary registered with Securities & Exchange Board of India (SEBI), which includes a stockbroker, depository participant, portfolio manager, sub-broker and any other intermediary associated with securities market.

As per the provisions of PMLA, the intermediaries are required to comply with Know Your Client (KYC) norms, conduct ongoing client due diligence to ensure that the activity being conducted in any account is consistent with the intermediary's knowledge of the client, its business and risk profile.

In light of the above, you are requested to provide the information or documents evidencing source of funds, income tax returns, bank records, demat holding, etc. at the time of registration as a client with us or subsequently whenever asked for during the course of your dealings with us.

For further details kindly visit our website: www.crksons.co.in



#### NON MANDATORY DOCUMENTS

#### VOLUNTARY RIGHTS AND OBLIGATION OF STOCK BROKER, SUB-BROKERS AND CLIENTS

- 1. The Stock broker in its absolute discretion shall execute the orders of the client, after the margin amount is realized and credited to the Bank account of the Stock Broker. Further, Stock Broker reserves the right to refuse to execute any particular transactions.
- 2. Lien & Discretion: The client understands that all monies, securities or other property that may be held by the Stock broker on the client's account shall be held subject to a general lien for the discharge of the client's obligation to the Stock broker. The client authorizes the Stock broker to use his discretion to buy, sell or close out any part or all of the positions held by the clients with the Stock broker for the protection of the Stock broker for the risk management purpose. The client agrees to reimburse any or all such incidental expenses incurred by the Stock broker.
- 3. The Stock Broker may as a precautionary measure appoint from time to time any person(s)/ agency(s) at its sole and absolute discretion to undertake the verification of the Client identity and address for conducting the Client's due diligence. Unless otherwise specified by the Exchange/SEBI, Stock Broker may outsource various operational activities including but not limited to printing of various statements/reports relating to Clients and/or for carrying out the various acts in relation to the trading account of the Client. Client hereby further agree to disclose all his information to such person(s)/ agency (ies) appointed by the Stock Broker.
- 4. Excess Contracts: The client agree that they shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of shares/contracts as fixed from time to time by the Exchange(s) and/or SEBI.
- 5. Discretion: In case of purchase on behalf of client, the Client authorizes the Stock broker to close out his transactions by selling securities, in case the Client fails to make full payment to the Stock broker for the execution of the contract before payin date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom. In case of sale on behalf of client, the client authorizes the Stock broker to close out the contract if the client fails to deliver the securities sold before pay-in date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom. Without prejudice to a Stock broker's other rights including the right to refer a matter to arbitration, the Stock broker shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other margins or other amounts, outstanding etc.. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom.
- 6. The client agrees that in the event of Stock broker or any employee or official of Stock broker providing any information, recommendation or advice to the client, the client may act upon the same at their sole risk and cost, and Stock broker shall not be liable or responsible for the same. The client assumes full responsibility with respect to his investment decisions and transactions. The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.
- 7. It is hereby agreed between the client and the Stock broker that the ledger statements in respect of transactions entered into at all segments of various Exchange(s) may be combined for the purpose of convenience of the Stock broker and the client and the payments received and paid by the Stock broker will be appropriated on a First-in-first-out basis
- 8. It is hereby specifically agreed that the client will call the Broker and take confirmation from the Broker or access the same on his / its email ID. Any discrepancies in the trades for the day must be pointed out at the time of confirmation or latest before the opening of the market the next day failing which the Stock broker will not be liable for the resultant financial loss, if any
- 9. The client agrees that the Stock broker will not be responsible for partial execution of orders placed by the client. The client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the client wants the orders to be carried forward or extended for the day he shall communicate the same to the Stock broker.
- 10. The client agrees that any notice served on the client either by actual delivery thereof or in any one or more of all the ways (by post, registered post, courier, telegram, oral communication, electronic mail and such other mode of communication) at the last known address and contact details of the clientwould be deemed to have been duly served.
- 11. Settlement: All payment for securities bought / margins payable shall be made out by way of Cheque/DD in favour of "C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd." At the time of settlement of dues of the Client, the Stock broker shall draw an account payee cheque in favour of the Client which may be payable to a specified bank account of the Client
- 12. In case of delay of payment by the client to the Stock broker on its due date, the Stock broker in respect of such delayed payment will be entitled to recover delay payment charges. The said delayed payment shall include amounts payable by the client to the Stock broker in respect of daily margin and mark to market and other related margins and pay-in obligations. Delay payment charges will be levied at 2% per month or a part of month on delayed payment for the delayed period or such other percentage as decided by the stock broker. The client hereby authorizes Stock Broker to debit the amount of penal interest to the brokerage account of the client held with the Stock Broker at such interval as may be decided by the Stock Broker. The client further authorizes Stock Broker to offset any amounts due from the client against the dues owed by Stock Broker.



- 13. The client hereby agrees to ensure that before selling any shares, he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in Stock brokers account will be borne by the client. The client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
- 14. The client hereby authorizes the Stock broker to transfer shares lying in the Stock brokers pool account for pay-in purposes for shares purchased by the client in previous settlements. In case the client does not want the Stock broker to transfer these shares towards inter settlement from the Stock brokers pool account for payin purposes, he shall inform the Stock broker in writing 48 hours before payin date. In case the Stock broker does not receive the same in writing or for a wrong settlement, the Stock broker shall not be responsible for loss, if any.
- 15. The Stock broker will not be liable to the client for loss arising due to fire, theft or loss due to human error in case of dematerialised shares, or any other unforeseen circumstances if the shares are in the custody of the Stock broker beyond the stipulated time. In case of dematerialized shares, the Stock broker will be entitled to recover the custody charges and inter settlement charges in case of subsequent sales as mentioned above from the client, if the deliveries are not transferred out of the Stock broker's depository account within the stipulated time. The Stock broker will not be responsible in case pay-in is not done in the proper settlement.
- 16. The Stock broker will not be liable for losses accruing to the Clients caused directly or indirectly by government restriction, Exchange or market rulings, fires, acts of God, commotion, insurrection, breakdown, acts or regulations of any governmental or supranational bodies or authorities, embargo, industrial disputes, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions.
- 17. It is hereby specifically agreed by and between the stock broker and the client that the liability/ responsibility for the payment of stamp duty (whether under relevant State Act or under Indian Stamp Act or under any other law for the time being in force) and/or other statutory levies on the contract notes and / or on the trades done by the stock broker for and on behalf of the client shall be solely and fully of the client only. However, it is agreed that only for administrative convenience the stock broker may collect the same from the client and deposit the same with the concerned stamp duty authority and/or to other respective authorities acting only as pure agent of the client without incurring/assuming any liability on it's (i.e. stock broker's) part.
- 18. The member will be entitled to collect/recover any fine /penalties/charges or any other amount levied on the member by Exchange/SEBI/any other authority due to any transaction/trade/act/ omission (including non furnishing of the required detail of/by the client) from the client.
- 19. The Client shall indemnify and shall always keep indemnified the Stock broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Stock broker directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-Laws) of shares / securities and / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings / operations on the Stock Exchange(s). The client hereby agrees to indemnify the Stock broker against all claims including legal costs incurred to defend any claims made by the client.
- 20. The client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under this agreement on being called to do so without any demur merely on a demand in writing from Stock broker stating that the amount claimed is due pursuant to this agreement and any such demand made on the client shall be conclusive as regards the amount due and payable by the client under this agreement.
- 21. Tape Recording of client conversation: The client is aware that the Stock broker may tape-record the conversation between the client or the client's representative and Stock broker, either personally or over phone, and the client specifically permits the Stock broker to use the said recording to resolve the dispute in connection with the transaction, as and when required.
- 22. The Client hereby agrees that he shall not deposit post dated cheques, excess payment cheques, if any, received from the Stock broker for any reason whatsoever and bring it to the notice of the Stock broker. The client also agrees that he will not initiate legal proceedings against the the Stock brokerinsuch cases.
- 23. The Client authorizes to debit his account for the various charges due to the Depository section of the Stock broker for the depository services which he is availing. Further, the Client authorizes to debit his account for any additional facilities (apart from statutory requirements) availed from the Stock Broker.



24. It is hereby mutually agreed between client and Stock Broker that client can give order to the Stock Broker for buy or sell of a security / derivative contract through various means of communication including but not limited to Written

Email

Fax

Short Messaging Service (SMS)

Messanger Chat

Other Electronic Communication

Oral Communication over telephone, mobile, personal visit at dealing office of the Stock Broker

Any other acceptable mode of communication

- 26. It is hereby agreed by the Client that Client shall verify/confirm the trading/settlement cycles, delivery/payment schedule with the Stock Broker/at the website of the Exchange(s) /newspaper etc. Besides this as an additional facility Stock Broker may inform the trading/settlement cycles, delivery/payment schedule to the client through contract notes or via any other mode of communication.
- 27. The client hereby authorizes the Stock Broker to debit the courier/postage and such other similar charges for sending various communications to the client as may be required by the regulatory authorities such as contract notes, margin statement, bills, quarterly statement etc. unless otherwise specified by the Exchange/SEBI.

#### **DECLARATION**

- 1. I/We confirm having read and understood the contents of the above 'Additional Rights and Obligations' document. I/We do hereby agree to be bound by such provisions as outlined in these documents.
- 2. I/We shall not effect any third party transactions.
- 3. I/We am/are not a Trading Member/Sub-Broker/Authorized Person affiliated to the main broker of the any of the Exchange.
- 4. I/We shall do all the trades as my/our own trades as your client and I/We will not do trades through you acting on behalf of my/our clients/ as Sub-Broker/Authorized Person or in any other manner.
- 5. I/We am/are not an employee of another Trading Member of any Exchange.
- 6. I/We am/are not expelled/suspended member/broker of any recongnized Stock Exchange.

Place	
Date	 Signature of the Client

Date:

To.

C. R. Kothari & Sons Shares & Stock Brokers Private Limited

Corp. Office: 2<sup>nd</sup> Floor, Citi Mall,

New Link Road, Andheri West, Mumbai- 400 053

Dear Sir / Madam

#### Sub: Letter of Authority/Request to C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd.

I/We have opened the client/constituent account with C. R. Kothari & Sons Shares & Stock Brokers Private Limited (herein referred to as "CRK") for trading/dealing in securities on BSE Limited (BSE) (hereinafter referred to as "the Exchange").

In respect of my/our dealing/account with you, I/we hereby request/instruct and authorise CRK to do the following:

- 1. To maintain running account instead of settlement of my/our dues and/or delivery of securities on a Bill to Bill basis.
- 2. To retain the securities received by CRK from me/us or on my/our behalf from the Exchange(s) on pay-out or otherwise for my/our debit balance/dues/exposure/ trading limits/open interest/various margin or for any other purpose as and when required by CRK or as per any regulations of the Exchange(s). Such retaining/ holding of securities shall be construed as due compliance of the requirement of the Exchange(s) and SEBI. Further, CRK has the sole discretion and authority (i) to use/ transfer the above securities to the clearing corporation/clearing member/ exchange(s)/banks or other entities for the purpose of early pay-in/margin/addi- tional base capital/raising of finance against these securities or otherwise; (ii) to dispose/sell the above securities to meet any monetary/other dues/obligation(s) not fulfilled by me/us towards CRK/the Exchange(s).
- 3. To use/adjust the credit balance available from time to time in my/our account(s) for my/our exposure/trading limits/Margin requirements/other dues.
- 4. To debit/credit/transfer the amounts, either on the same Exchange and/or between the various segment of the same exchange and/or between the Exchanges to meet my/our debit balance and/or exposure/margin requirement or other dues payable to CRK/Exchange(s).
- 5. To do actual settlement of funds and securities at least once in a calendar quarter/ month
- d.
- 6. To retain the requisite funds/ securities towards any outstanding obligation on the settlement date and also retain the funds/securities for margin obligation in such manner and for such period and for such amount as may be prescribed by Exchanges from time to time.
- 7. To bring any dispute arising from the settlement of account or statement so made to the notice of CRK within 7 working days from the date of receipt of funds/securities or statement as the case may be.
- 8. This authorization shall continue to be in force and effect until revoked by me/us in writing and duly communicated to CRK.

I/we the constituent of the CRK have affixed our signature below consenting to the above.

Yours faithfully

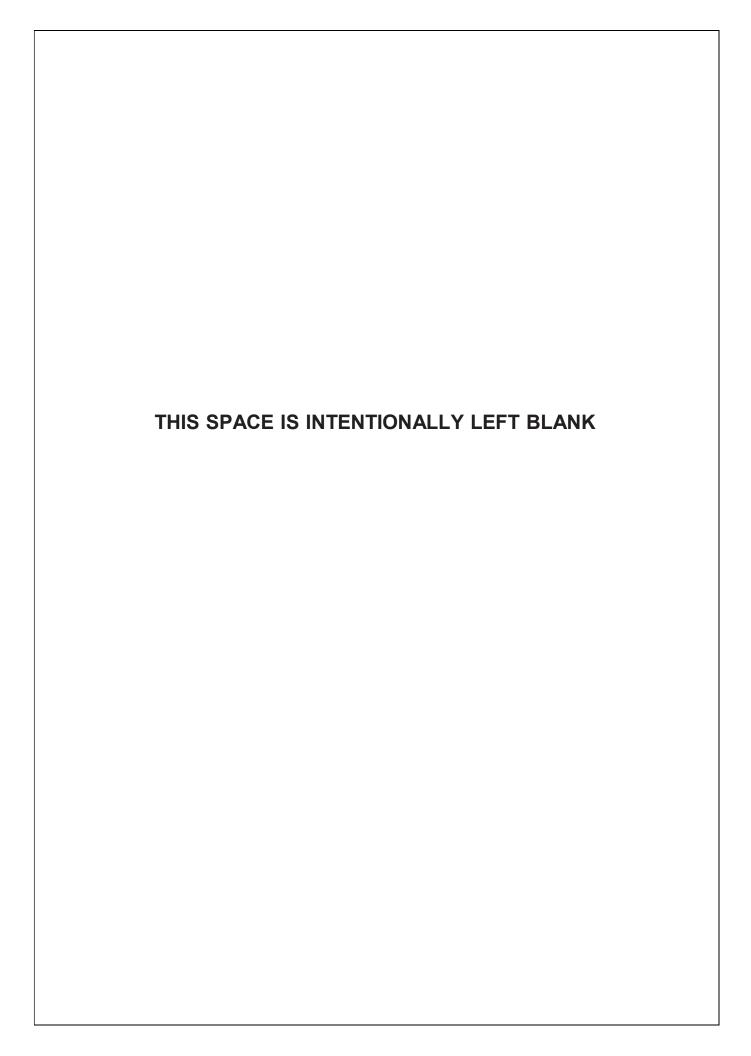
Client Code	Name of Client	Client Signature

Date: To. C. R. Kothari & Sons Shares & Stock Brokers Private Limited Corp. Office: 2nd Floor, Citi Mall, New Link Road, Andheri West, Mumbai- 400 053 Sub: Consent to received Contract notes/Documents etc. by email id Dear Sir / Madam, I/We have opened the client/constituent account with C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd. (herein referred to as "CRK") for trading/dealing in securities on BSE Limited (BSE) (hereinafter referred to as "the Exchanges"). I am/We are aware that contract notes, bills, ledgers, transaction statement (statement of funds/ securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. can be received through electronic mode i.e. email. In this regards I/we agree for the following: 1. To receive contract notes, bills, ledgers, transaction statement (statement of funds/ securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. in electronic form through email id and and provided by me/us to CRK in relation to trades/transaction done on the exchanges through CRK. 2. To complete the necessary formalities those are required under the provisions of the Information Technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (Signature Verifier utility) or any other software as may be advised by Stock broker from time to time on the our computer and the same shall be used for receiving, viewing, storing the contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration Form & copy of executed KYC Documents etc. that shall be sent by the CRK from time to time in respect of the trades/transactions that have been executed by me/us through the terminal of the Stock broker. 3. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. sent by CRK from time to time to my/our email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given in writing to CRK within reasonable time of the receipt of the same. I/we confirm that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note & other documents at the above mentioned e-mail ID. 4. In case of my/our written request for physical contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc., I/we shall personally collect or may be sent to my/our updated address registered in your record. 5. If We hereby state that the handing over of the said contract(s) / bill(s) / confirmation notes, margin and other statement, Client registration form & copy of executed KYC Documents etc. or any communication in respect of my / our transactions relating to my / our trading account with C. R. Kothari & Sons Shares & Stock Brokers Private Limited to above said address shall be treated as due discharge of obligation of the Trading Member under the Rules and Regulations and bye-laws of SEBI and the stock exchange(s). 6. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, may also be kept for seven days on the webserver of CRK i.e. on www.crksons.co.in which can be downloaded by me/us through the login id and password provided by CRK to me/us. 7. The above service may require touse password/digital signature and I/we will be responsible for confidentiality and proper use at all time of password/digital signature for all transactions initiated through the service. 8. Any change in the email-id shall be communicated through a physical letter by me/us

Name and Signature of the client:	Client code:	

Yours faithfully,

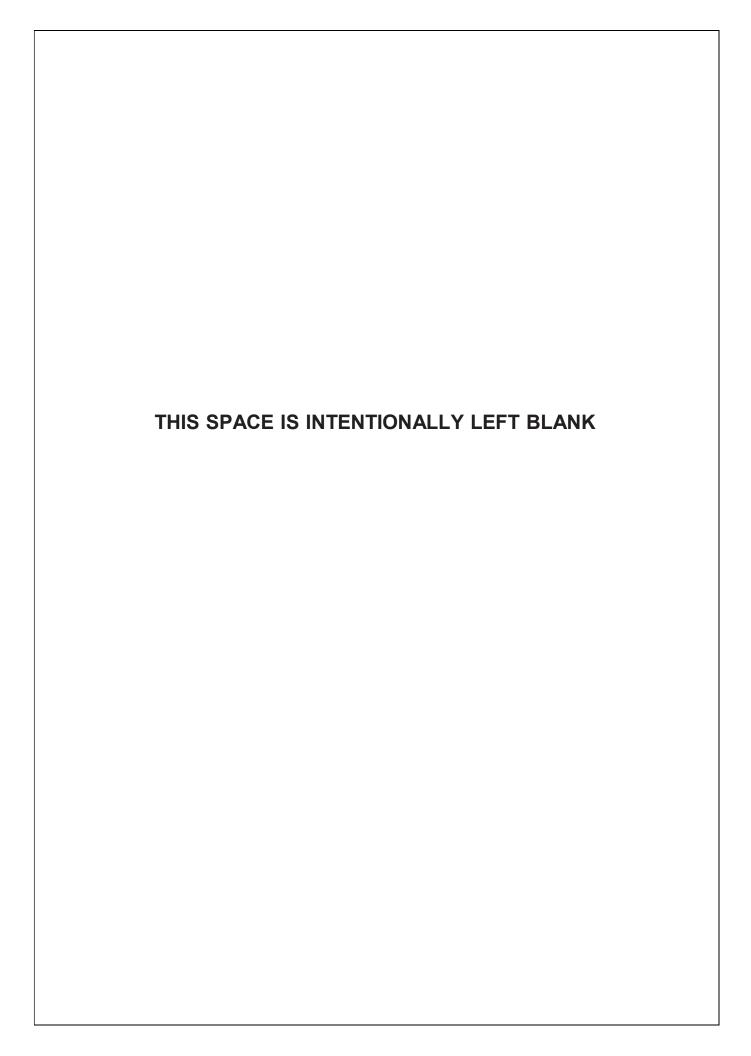
Date:
To
C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd.
Corp. Office: 2 <sup>nd</sup> Floor, Citi Mall, New Link Road, Andheri West, Mumbai- 400 053
Dear Sir/Madam,
Sub.: Authority to place instructions
Ref.: My/Our Client Account No.
I/We have opened the client/constituent account with C. R. Kothari & Sons Shares & Stock Brokers Private Limited (herein referred
to as "CRK") for trading/dealing in securities BSE Limited (BSE) (hereinafter referred to as "the Exchanges").
In this regard, please note that I/we hereby appoint Mr/Ms
executing orders in my/our above client account with you. The buying/selling/execution of order or other instruction given on
my/our behalf by the above said Authorised Person shall be binding on me. He/ She can communicate with C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd. through telephone, email, fax, mobile, Short Messaging Service (SMS), messenger
chat or any other mode/means of communication.
Please note that contract note, margin statement ect. shall be sent to me/us only and fund/securities will be received paid to/through my/our designated account with you only.
This Authorization remains in force till cancellation of the same by me or by "Authorised Person" whichever is earlier & Intimation of
the same in writting to C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd.
Enclosing here with the PAN Card & Address Proof of the Authorised Person for your reference.
Thanking you
Thanking you
Signature of the Client
Letter of acceptance from the person appointed by the client
Letter of descriptione from the person appointed by the chem
I,, hereby agree to act as Authorised person
on behalf of for the above said purposes and I hereby abide by the rule and regulation prescribed by the Exchanges/SEBI in this behalf. This Authorisation
remains in force till cancellation of the same by me orwhichever is earlier.
Kindly take a note of above and act accordingly. Thanking you
Signature
(Signature of the person appointed by the client)



## TO BE USED ONLY FOR DEPOSITORY ACCOUNT

#### Instructions to the Applicants (BOs) for account opening:

- 1. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate/ Special Executive Officer under his/her official seal.
- 2. Signatures should be preferably in black ink.
- 3. Details of the Names, Address, Telephone Number(s), etc., of the Magistrate/Notary Public/Special Executive magistrate / Special Executive Officer are to be provided in case of attestation done by them.
- 4. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
- 5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
- 6. All correspondence / queries shall be addressed to the first /sole applicant.
- 7. Strike off whichever option, in the account opening form, is not applicable.
- 8. It is mandatory to register for SMART facility of CDSL if BO has given Power of Attorney (POA)
- 9. PAN Card is to be obtained for all the holders. For first holder proof of correspondence address as well as permanent address is to be obtained. For Joint holders proof for only permanent address is to be obtained.



### DEMAT ACCOUNT RELATED ADDITIONAL DETAILS - INDIVIDUALS

To be filled by the Depository Participant)

TO BE IMPERIOR BY THE POPULATION	1:7		
Application No.		Date	
DP Internal Reference No			
DP ID	12019200	Client ID	

(To be filled by the Applicant in BLOCK LETTERS in English)

I/ We request you to open a Demat Account in my/ our names as per the following details:

#### **HOLDERS DETAILS**

Sole/ First Holder's Name (as mentioned in PAN card)	First	Middle	e Last
Search Name		PAN	
		UID	
Second Holder's Name		PAN	
		UID	
Third Holder's Name		PAN	
		UID	
Name			

In case of Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm Unregistered Trust, etc. should be made applicable.

TYPE OF ACCOUNT (Please tick whichever is applicable)

Status	Sub - Status								
Individual	Individual Resident Individual-Director Individual Director's Relative								
	Individual Margin Trading A/C Individual Promoter (MANTRA) Others (Specify)								
NRI	NRI Repatriable NRI Non- Repatriable NRI- Depository Receipts								
	NRI Repatriable Promoter NRI Non-Repatriable Promoter Others (Specify)								
Foreign National	Foreign National Foreign National - Depository Receipts Others (Specify)								

# FIRST HOLDER NAME AND ADDRESS AS PROVIDED HEREIN BEFORE

#### SECOND / JOINT HOLDERS DETAILS

Name (as mentioned in PAN card)		First			Middle	)		L	ast
Date of Birth DD/MM/YYYY				Title/Si	uffix	Mr.	Mrs.	Ms.	others
Father's /Spouse Name									
		First			Middle	•		L	.ast
Nationality	Indian				oth	iers (Spec	cify)		
Marital Status	Married	/Unmarried			Sex	Male	/Female/	Corpora	ite
Occupation	Service: Ce	ntral Govt./ S	State G	ovt./ Pul	blic/Pri	vate Secto	or/ NGO/	Statutor	y Board
		Professional							
Nature of Business	(Product /Se	rvices provid	led)						
Financial Details	Up to Rs. 1	Lakhs F	Rs. 1 La	khs to F	Rs. 5 La	akhs F	Rs. 5 Lak	hs to Rs	. 10 Lakhs
(Income Range) (per annum in Rs.)	Rs. 10 Lakh	s to Rs. 25 L	akhs	N	Nore th	an Rs. 25	Lakhs		
Residential/Permanent Address									
City and State / Union Territory									
PIN Code					C	ountry			
Phone No. (with STD/ISD code)/Fax					N	lobile			
Income Tax PAN No.									
E-mail ID									
Specify the proof of address submitted	d								

	THI	RD/JC	OINT HO	LDERS	DE	TAILS							
Name (as mentioned in PAN card)			First			1	Middle				L	.ast	
Date of Birth DD/MM/YYYY					Tit	le/Suffi	ix	Mr.	M	lrs.	Ms.	others	
Father's /Spouse Name													
NI-CPh.	1.	P	First			Middle					Last		
Nationality  Marital Chatra		ndian	I la a a a a a a a	. al		others (Specify)    Sex   Male/Female/Co					\	.1.	
Marital Status	Married /Unmarried Service: Central Govt./ State Govt./												
Occupation	1		rofessio									•	
Nature of Business			ices pro		20110	rtour	00 11	0000 1111		Othor	o (ope	ony)	
Financial Details	١,		akhs		akhs	to Rs	5 Lakh	ns R	s 5	Lakh	s to Rs	. 10 Lakhs	
(Income Range) (per annum in Rs.)			to Rs. 25		u0			Rs. 25 L				. To Lattio	
Residential/permanent Address													
City and State / Union Territory				, ,			,						
PIN Code							Cou	ıntry					
Phone No. (with STD/ISD code)/Fax							Mok	oile					
Income Tax PAN No.													
E-mail ID													
Specify the proof of address submitted	d												
I / We instruct the DP to receive each								c Credit)	) `	Yes		No	
I/We instruct the DP to accept all					y/or	Yes				No			
account without any other further in	structi	ion from	n my/ ou	r end								147 11	
Account Statement Requirement						As per SEBI Regulation Daily Weekly Fortnightly Monthly							
I/We request you to send electronic	tranca	ction cu	m holdin	n statem	nant	Yes		N	_				
at E-mail id	tiansa	olion cu	iii iioidiii	g statem	iciit	103			0				
I/ We would like to share the email ID	with R	ГА				Yes		N	0				
I / We would like to receive the Annua						□Physi	cal/□El	ectronic/	Во	th Phy	sical an	d Electronic	
I/ We wish to receive dividend / inter						Yes			No				
given below through ECS? (if not ma													
Yes") (ECS is mandatory for locations						<u> </u>							
DETAILS OF SHAP	RDIAN	(If Firs	t or Sec	ond Ho	older	orIh	nird H	older is	a r	ninoi	1		
DETAILS OF GUAR						1	Middle						
Guardian Name			First								L	.ast	
			First		Tit	le/Suffi		Mr.	M	rs.	Ms.	others	
Guardian Name			First		Tit			Mr.	M	rs.			
Guardian Name Date of Birth DD/MM/YYYY	Ir	ndian	First		Tit		Х	Mr.		rs.			
Guardian Name  Date of Birth DD/MM/YYYY  Relationship with the Applicant	-		First Unmarrie	ed	Tit	le/Suffi	Х	s (Speci	fy)			others	

Guardian Name			First			Middle			Li	ast	
Date of Birth DD/MM/YYYY					Title/Suf	fix	Mr.	Mrs.	Ms.	others	
Relationship with the Applicant											
Nationality	Ir	ndian				others (Specify)					
Marital Status	N	/larried /	/Unmarried		;	Sex	Male	/Female/	Corpora	te	
Occupation	1		tral Govt./ 9 Professional								
Nature of Business	(Produ	uct /Sen	vices provid	ed)							
Financial Details (Income Range) (per annum in Rs.)			akhs F to Rs. 25 L				khs F an Rs. 25		ns to Rs.	10 Lakhs	
Residential/permanent Address											
City and State / Union Territory											
PIN Code						C	ountry				
Phone No. (with STD/ISD code)/Fax						M	obile				
Income Tax PAN No.											
UID											
E-mail ID											
Specify the proof of address submitted	t										
			32								

				F	OR N	IRIs								
Foreign Address														
City & State														
PIN Code									Cou	intry				
	BAN	IK D	ETAIL	S (E	DIVIDE	END B	ANK	DET		_ · J	·			
Bank Code (9 digit MICR Code)														
IFS Code (11 character)														
Account Number														
Account Type		Saving Current Other (Specify)												
Bank Name														
Branch														
Address														
City	Sate				(	Country	'			PIN				
Oity		!	AD	DITI	ONAL	DETA	ILS							
SMS Alert Facility		Yes			blie N									No
		_							s Annex			_1		
Transactions Using Secured Te Facility (TRUST). Refer to (TRUST)												stered for d Conditi		
Refer to Terms and Conditions						r the sa		unu	orotooa		ino and	a oonan	.0110	
		Yes		-		No						,		
						ie follov D regist			ng mem	ber IDs	under	my/our		
	'	DEIO	v III <del>C</del> III	101160	וו טם נו	J regist	cicu	101 11	1001					
	Stock Exchange Clearing Member Clearing Member ID													
		Nam	ne /ld			Nam	ie			(Opti	on)		_	
	-												$\dashv$	
"Easi"	7	To re	gister f	or ea	si, ple	ase visi	t our	vebs	ite: www	v.cdslind	dia.com	<u>1</u>		No
						iew his	ISIN	l bala	ances,	transac	ctions	and valu	ue	140
	0	t the	portfo											
			NO	MINA	ATION	I DETA	AILS							
Nomination Registration No.										Date				
I/Ma the colo helden / leiet helden	10	. al : a .a	/:			ر ما مسم ما	اممامي	41	t.					
I/We the sole holder / Joint holders  I/We do not wish to nominate							, aeci	are u	ial.					
☐ I/We <b>nominate</b> the following p	erson	who	is en	titled	to re	ceive s	ecurit	y ba	lances	lying in	my/o	ur accou	unt, p	articulars
whereof are given below, in the										-	-			
Nomination Details		Non	ninee 1			T	NI.	mine	20 2	I	Nomi	100 ?		
Nominee Name :		INOI	illiee i				INC	JIIIIII	:e Z		NOITH	iee 3		
First Name :														
Middle Name:														
Last Name:  *Address:						+								
/ Iddi ooo.						1								
*City														
*State						-								
*Pin *Country						+								
Telephone No.						1								
· · · · · · · · · · · · · · · · · · ·					33	•								

Nomination Details	Nominee 1	Nominee 2	Nominee 3
FAX No.			
PAN No.			
UID			
Email ID			
*Relationship with the BO			
Date of birth (mandatory if			
Nominee is a minor)			
dd-mm-yyyy			
Name of the Guardian of			
Nominee (if nominee is a			
minor)			
First Name :			
Middle Name:			
Last Name:			
*Address of the guardian of			
nominee:			
*City			
*State			
*Country			
*PIN			
Age			
Telephone			
Fax No. Email ID			
*Relationship of the			
Guardian with the Nominee			
* Percentage of allocation of			
securities			
* Residual Securities			
(Please tick any one			
nominee)			
nomino)			
It tick not marked default will			
be first nominee):			
,			
The Nomination shall supersed	le any prior nomination made	by me/ us and also any testa	mentary documents executed by

me/us

Note: Two Witnesses shall attest signature(s)/ Thump impression(s)

	First Witness	Second Witness	
Name of Witness			
Address of Witness			
Signature of Witness			

I/We have read the Rights and Obligations document & terms and conditions of DP-BO agreement and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any changes in the details / particulars mentioned by me/us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder or Guardian (in case of Minor)	Second Joint Holder	Third Joint Holder
Name			
Signatures		<b>4</b>	<b>4</b>
Passport size Photograph	(Please sign across the photograph)	(Please sign across the photograph)	(Please sign across the photograph)

(Signatures should be preferably in blue ink)

	ACKNOWLEDGEMENT RECEIPT	
Application No.		Date
We hereby acknowledge the receipt of the	Account Opening Application Form from:	
Name of the Sole/ First Holder		
Name of Second Holder		
Name of Third Holder		

**Depository Participant Seal and Signature** 

DEMAT ACCOUN	T RELATED A	ADDITIONAL	DETAILS N	ION - INDIVIDU	ALS
To be filled by the Depository Partici	pant)		1		1
Application No.ble)			Date		
DP Internal Reference No					
DP ID	12019200		Client ID		
We request you to open a Demat Ac	count in our na	ames as per th	e following	details:	
	HOL	DERS DETAI	LS		
Sole/ First Holder's Name (as mentioned in PAN card)	F	irst	N	Middle	Last
Search Name			PAN		
Second Holder's Name			PAN		
Third Holder's Name			PAN		
Name					
In case of Firm, Association of Persons the name of the natural persons, the natural structure of the natural persons.					
TYPE	OF ACCOUN	Γ (Please tick w	hichever is a	pplicable)	
Status					Sub Status
Body Corporates Bank	Trust Mutu	al Fund OCE	3 FI	I CM	To be filled by the DP
FI Clearing House Others (S	Specify)				
SEBI Registration No.( if Applicable)			SEBI Regis	stration Date	
RBI Registration No.( if Applicable)					
Nationality	Indian	Other	RBI Registi (Specify)		
I / We instruct the DP to receive each	and every cred	it in my / our ac	count	(Automatic Cre	dit) Yes No
Account Statement Requirement	·			As per SEBI Re Weekly Fo	egulation Daily rtnightly Monthly
Do you wish to receive dividend / interin to your bank account given above the	•			Yes	No
I/We request you to send electronic to holders E-mail id stated in the Account		•	ent at sole	Yes	No
Do you wish to received dividend/ Inte				Yes	No
below through ECS? (if not marked, the	e derauit option	FOR OCBs	)		
Foreign Address		TORTOGE			
City & State					
PIN Code				Country	
Telephone No.				Fax No.	
Email ID				I ax No.	
Indian Address					
City & State				0	
PIN Code				Country	
Telephone No.				Fax No.	
Email ID					
Currency					

RBI Reference No.

RBI Approval Date

	Cle	aring N	/lember	Details (	To be fi	illed	by C	Ms on	y)					
Name of Stock Exchar	nge													
Name of Clearing Corp	o/ Clearing H	ouse												
Clearing Member ID							Tra	ading M	ember ID					
Do you wish to received dividend/ Interest directly in to your bank account given below through ECS? (if not marked, the default option would be "Yes") (ECS is Mandatory for locations notified by SEBI from time to time)										No				
Mandatory for locations				S (DIVID	FND RA	۵NK	DFT	ΔII S)						
Bank Code (9 digit MIC		<i>5</i> ,	<i>5217</i> (12	0 (51115)										
IFS Code (11 characte														
,	;1)													
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0001				please contact your DP for details ugh CDSL's website: www.cdslindia.com wherein a BO can										
I/We have read the terms Laws as are in force fromy/our knowledge as or details / particulars ment us or suppression of an	om time to to the date of tioned by me	ime. I/W making /us in th	Ve declar this appl is form. I	e that the ication. I/V /We furthe	particula Ve agree er agree	ars g e and that	iven b unde any fa	oy me/u rtake to alse / m	s above intimate	are true the DP a informa	and to the any chang ation give	e best of les in the		
	First/S	Sole Ho	lder	S	econd .	Joint	Hold	1	Third Joint Holder					
Name														
Signatures														
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Application No. We hereby acknowledge	the receipt o										Date			
Name of the Sole/ Firs														
Name of Second Holde	er													
Name of Third Holder														

Date:									
	ons Shares & Stock Brokers Pvt. Ltd. loor, Citi Mall, New Link Road, mbai - 400053								
Ref: Authority to Debit the Trading Account for the Depository Charges									
I/Wewith C. R. Kothari	having my/our Demat Account No. 120192000000 & Sons Shares & Stock Brokers Private Limited and address at								
hereby request & a my Trading A/c Charges.	authorize C. R. Kothari & Sons Shares & Stock Brokers Private Limited, as a Depository Participant to Debi No with M/s C. R. Kothari & Sons Shares & Stock Brokers Pvt. td. for the Depository								
My Details are as	follows:								
Client Name:	1Signatures								
	1Signatures 2Signatures 3Signatures								
	3Signatures								

#### TO BE GIVEN BY NRI ONLY

Date:

To,
C. R. Kothari & Sons Shares & Stock Brokers Pvt. Ltd.
Corp. Office: 2<sup>nd</sup> Floor, Citi Mall, New Link Road,
Andheri West, Mumbai – 400053

Dear Sir,

With reference to the opening of trading account with you for availing facility for trading in securities on the Stock exchanges pursuant to the Member- Client Agreement, Depository Client Agreement and other voluntary documents executed by me with you, I hereby unconditionally and unequivocally, state declare, undertake, confirm to M/s C. R. Kothari & Sons Shares & Stock Brokers Private Limited (hereinafter referred to as "CRK") as under:-

- 1. I am non Resident Indian as defined under Foreign Exchange Management Act, (FEMA)
- 2. I understand that the trading account is opened on the basis of Statements/ Declarations made by me, and that if the any of the statements/ declarations made herein found to be incorrect in material particulars, CRK may discontinue my trading.
- 3. I confirm and agree that the trading account will be used for bonafide transactions not involving any violation of the provisions of any applicable provisions.
- 4. I undertake to intimate to CRK about my return to India for permanent residency immediately on arrival.
- 5. I confirm that the Investments and disinvestment in india are covered wither by general or special permission of RBI.
- 6. I agree and confirm that I shall abide by the rules and regulations of the FEMA/ RBI governing the trading in the Indian Capital Market.
- 7. Any notice /correspondence/ contract notes/ statement of accounts/ statement of securities send to me at any of the address given in the Know Your Client (KYC) Form in the ordinary course of post/ courier/ fax or on the email ID mentioned in the KYC or intimated separately, as the case may be, for the purpose of receiving electronic contract notes shall be deemed to have been received by me.
- 8. I confirm that Bank having my PIS account is given standing instructions to honor all the contract notes relating to purchase trades received from CRK. Copy of the Instruction so given to the bank shall be provided to the CRK for their record.
- 9. I agree and confirm that in the event I desire to withdrawal of standing instruction give as aforesaid, I shall serve a at least 15 working days advance written notice to CRK
- 10. I hereby authorized to CRK to ask bank the amount lying as balance in PIS account on daily basis for the purpose of their risk management and I confirm having instructed the bank to extend co operation in this regard and to disclose balance in the PIS bank account to CRK whenever required by CRK.
- 11. I hereby agree and confirm to indemnify and save, defend and keep CRK harmless and indemnified, at all time from and against all actions causes, suits, proceedings, claims and demands whatsoever made by CRK by any person and against all cost charges, expenses, damages and sum of money(including legal expense) incurred, suffered or sustained by CRK for any non compliance of applicable Act, rules and regulations by me or due to breach of the terms and conditions of my obligations under Member Client Agreement or any other agreement/documents executed by me for availing such services from CRK.
- 12. I confirm that the information set out hereinabove in true, complete and accurate and the CRK shall be informed from time to time of any changes.

Thanking you Yours faithfully,

Cianatus

Signature

#### C. R. KOTHARI & SONS SHARES & STOCK BROKERS PRIVATE LIMITED

(DP ID NO.19200) (SEBI Regn. No. IN-DP-CDSL-98-2000)

Corporate Office: 2nd Floor, Citi Mall, New Link Road, Andheri West, Mumbai-400053 Tel.: 022-26360733, 022-32563292

#### Annexure - A

Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

- "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956
  and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and
  includes its successors and assigns.
- 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- 3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- 4. SMS means "Short Messaging Service"
- 5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
- 6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
- 7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

#### Availability:

- 1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
- 2. The service is currently available to the BOs who are residing in India.
- 3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
- 4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
- 5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

#### Receiving Alerts:

- 1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
- 2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off" mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
- 3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
- 5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
- 6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

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- 7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
- 8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
- 9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

#### Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

Disclaimer: The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

## Liability and Indemnity:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

#### Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

#### Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I/We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of REGISTRATION/MODIFICATION (Please cancel out what is not applicable).

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# **Tariff Sheet for Demat account**

S. No	Particulars	Amount Rs.
1	Account Opening Charges	NIL
2	Stamp Charges at the time of Account Opening (Upfront)	NIL
3	Annual Maintenance Charges (p.a.)	500.00
4	Sale ( Market & On Market)	25.00
5	Demat (Per Certificate)	3.00
6	Remat (Per Certificate)	2.00
7	Postage Charges per Demat/ Remat	25.00
8	Pledge Creation/ Confirmation	0.02% Plus CDSL Charges
9	Pledge Closure/ Confirmation	0.02% Plus CDSL Charges
10	Pledge Verification	50.00
11	Failed Instruction Charges	15.00
12	Other Charges	As Actual

Stamp Duty Payable as per Local State Charges.
The rates depend on the existing CDSL Charges and will be revised on revision by CDSL.

Signature of BO	
Name of BO	

# Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories General Clause

- 1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
- 2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

#### **Beneficial Owner information**

- 3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and /or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
- 4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

#### Fees/Charges/Tariff

- 5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
- 6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars /directions/notifications issued from time to time.
- 7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

#### **Dematerialization**

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### **Separate Accounts**

- 9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
- 10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

#### **Transfer of Securities**

- 11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
- 12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.


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#### Statement of account

the Beneficial Owner and as specified by SEBI/depository in this regard.

- 14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
- 15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
- 16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

#### Manner of Closure of Demat account

- 17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
- 18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### Default in payment of charges

- 19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
- 20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Depository**

- 21. As per Section 16 of Depositories Act, 1996,
- 1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
- 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### Freezing/ Defreezing of accounts

- 22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
- 23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

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#### Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### Law and Jurisdiction

- 26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
- 27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
- 28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
- 29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and/or SEBI
- 30. Any changes in the rights and obligations which are specified by SEBI/ Depositories shall also be brought to the notice of the clients at once.
- 31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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Nomination Form

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/MIRSD\_RTAMB/CIR/P/2022/23 dated February 24, 2022 on Mandatory Nomination for Eligible Trading and Demat Accounts]

TM / DP FC										ORM FOR NOMINATION																		
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	City / Place: State & Country:		
	PIN Code		
11	Mobile / Telephone no. of Guardian		
12	Email ID of Guardian		
13	Relationship of Guardian w ith nominee		
14 (	Guardian Identification details – [Please tick any one of following and provide details of same]		
	Photograph & Signature PAN Aadhaar Saving Bank account no. Proof of Identity DematAccount ID		
		Name(s) of holder(s)	Signature(s) of holder*
Sol	e / First Holder (Mr./Ms.)		
S	econd Holder (Mr./Ms.)		
Tł	nird Holder (Mr./Ms.)		

# Optional fields (Information required at Seria nos. 5,6,7,11,12 & 14 is not mandatory)

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)\*

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

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

# **Declaration Form for opting out of nomination**

11.1.1 [Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

То	Da	te	D	D	М	M	Υ	Υ	Υ	Υ
Trading Member/Participant's Name Trading			1		<u> </u>	<u> </u>			1	<u> </u>
Member/Participant's Address										
UCC/DP ID	ı	N								
Client ID (only for Demat account)										
Sole/First Holder Name					l					
Second Holder Name										
Third Holder Name										
I / We hereby confirm that I / We do not wish to		-		` '	-		•			
understand the issues involved in non-appointme the account holder(s), my / our legal heirs would			` '							
of assets held in my / our trading / demat account				-						_
competent authority, based on the value of assets	held	in the tr	ading /	demat	accou	nt.				
Name a	nd Si	ignature	of Hol	der(s)*						
12					_3					

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

#### Investor Charter - Stock Brokers

#### VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

#### **MISSION**

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.

### Services provided to Investors

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- · Settlement of client's funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- · Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor's grievances.

#### **Rights of Investors**

- Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- · Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- Discuss your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

#### Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	10 days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	30 days / 90 days for running account settlement (RAS) as per the preference of client. If consent not given for RAS – within 24 hours of payout
10.	'Statement of Accounts' for Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	30 days from the receipt of the complaint

#### DOs and DON'Ts for Investors

1.	Read all documents and conditions being agreed
	before signing the account opening form.

- 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code.
- Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes

**DOs** 

- 4. Receive all information about brokerage, fees and other charges levied.
- 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.
- 6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted.
- 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades.
- 8. Receive funds and securities / commodities on time within 24 hours from pay-out.
- Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.
- 10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days).
- 11. In case of any grievances, approach stock broker or Stock
  - Exchange or SEBI for getting the same resolved within prescribed timelines

#### DON'Ts

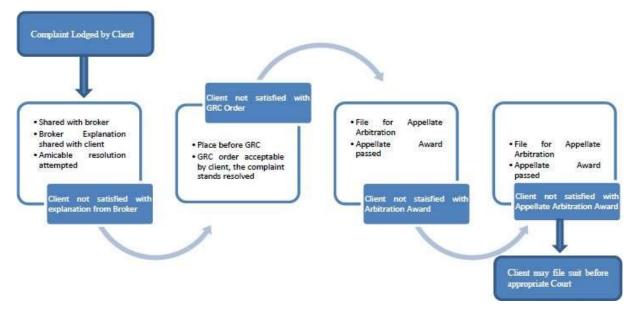
- 1. Do not deal with unregistered stock broker.
- 2. Do not forget to strike off blanks in your account opening and KYC.
- 3. Do not submit an incomplete account opening and KYC form.
- 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.
- Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.
- 6. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.
- 7. Do not opt for digital contracts, if not familiar with computers.
- 8. Do not share trading password.
- Do not fall prey to fixed / guaranteed returns schemes.
- Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.
- Do not follow herd mentality for investments. Seek expert and professional advice for your investments.

#### **Grievance Redressal Mechanism**

**Level 1** – Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

Level 2 – Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

# Complaints Resolution Process at Stock Exchange explained graphically:



# Timelines for complaint resolution process at Stock Exchanges against stock brokers

S.No.	Activities	Timelines for activity
1.	Receipt of Complaint	Day of complaint (C Day).
2.	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3.	Registration of the complaint and forwarding to the stock broker.	C+8 Working Days i.e. T day.
4.	Amicable Resolution.	T+15 Working Days.
5.	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T+16 Working Days.
6.	Complete resolution process post GRC.	T + 30 Working Days.
7.	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.
8.	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9.	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order
10	If intention from stock broker is received and the GRC order amount is upto Rs.20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF). The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11	Stock Broker shall file for arbitration	Within 6 months from the date of GRC recommendation
12	In case the stock broker does not file for arbitration within 6 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

#### Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

#### Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- · Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.

**Level 3** – The complaint not redressed at Stock Broker / Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <a href="https://scores.gov.in/scores/Welcome.html">https://scores.gov.in/scores/Welcome.html</a>

#### **Escalation Matrix:**

Details of	<b>Contact Person</b>	Address	Contact No.	Email ID
Customer care	Anant Rane	2nd Floor, Citimall, New Link Road,	9619133230	crkmumbai@crksons.co.in
Head Of Customer care	Amit Gawas		9967483901	accounts@crksons.co.in
Compliance Officer	Laxman Rohira		9920944955	laxman@crksons.co.in
CEO / Director	Pradeep Kothari			crkmumbai@crksons.co.in/ pckothari2001@yahoo.co.in

In absence of response/complaint not addressed to your satisfaction, you may lodge a complaint with SEBI at <a href="https://scores.gov.in/scores/Welcome.html">https://scores.gov.in/scores/Welcome.html</a> or Exchange at <a href="https://investorhelpline.nseindia.com/NICEPLUS/">https://investorhelpline.nseindia.com/NICEPLUS/</a>.

Please quote your Service Ticket/Complaint Ref No. while raising your complaint at SEBI SCORES/Exchange portal.

#### **Most Important Terms and Con ditions (MITC)**

#### (For non-custodial settled trading accounts)

- 1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
- the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
- 3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
- 4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
- 5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
- 6. You will get a contract note from the stock broker within 24 hours of the trade.
- 7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
- 8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
- 9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
- 10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law.

  You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

# **AKNOWLEDGEMENT**

To, The Compliance Officer, C R Kothari and Sons Shares and Stock Brokers Private Limited 2 <sup>nd</sup> Floor, Citi Mall, New Link Road, Andheri West, Mumbai 400053					
Dear Sir/Madam,					
I/We undersigned, hereby confirm that I/we have received the duly executed copy of KYC form, Right & Obligations, Guidance Note, Policy & Procedure, Tariff Sheet, Risk Disclosure Documents and all other documents executed by me/us.					
I/We acknowledge that the de	tails rel	ated to our account are as under.			
Client Name	:				
UCC	:				
Email ID	:				
Date of Acknowledgement	:				
Signature	:				

# INTERNAL TRACK SHEET (FOR OFFICE USE)

Sr. No.	Particulars	Name	Employee Code	Sign.
1.	Introducer			
2.	Relationship Manager			
3.	Dealer			
4.	Advisor			
5.	Approved / Assigned by			

List of Verification to be done before account opening.

Sr. No.	Particulars	Date	Signature of Employee	Remarks
1.	PAN Verification			
2.	Watch out investor Verification (http://watchoutinvestor.com)			
3.	Verification of client from UN site (http://www.un.org/sc/committees/1267/consolist.shtml.)			
4.	SEBI Debarred List			
5.	Call Verification			
6.	Date of sending copy of KYC to client and proof attached			
7.	Date of sending welcome letter to client and proof attached			

# **Discrepancies:**

Sr. No.	Nature	Whether rectified	Rectification Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			

	7.					
С	ate of rece	pipt of the form to KYC activation team:				
С	ate of send	ding Back KYC form to Branch				
V S	Verified by: Signature:					