Form No.:	
Branch Name:	
Branch Code:	
Client Name:	
Unique Client Code:	
DP Client ID:	
Back Office Code:	
Date of Activation:	1 1
RM Name & Code:	
Introducer -DSA / Franchisee / Remisier Name & Code:	
Data Entry By:	
Checking By:	
Client address and contact details verified by Name & Signature:	

Client Registration Form for Broking & Depository Services

(For Individuals)

Destimoney Securities Private Limited Corporate Office: 2nd Floor, 'B' Wing, Phoenix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013, India.

Corporate Office: 2nd Floor, 'B' Wing, Phoenix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013, India.

Registered and Correspondence Office: 6th Floor, A Wing, Tech Web Center, Oshiwara, New Link Road,

Jogeshwari West, Mumbai 400 102.

Ph: 91 22 6748 2222 ● Fax: 91 22 6748 2399● Email: customercare@destimoney.com● Website: www.destimoney.com

Destimoney

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Sr. No.	Name of the Document	Brief Significance of the Document			
	MANDATORY DOC	UMENT AS PRESCRIBED BY SEBI, EXCHANGES & DEPOSITORIES			
1	Account Opening Form	i) KYC Application Form - Document captures the basic information about the constituent and an instruction / check list for filling KYC form. (To be forwarded to KRA)	Attached		
	Trading & Demat Account Related Details	ii) Document captures the additional information about the constituent relevant to trading cum demat account.	3		
2	Rights and Obligations Document stating the Rights & Obligations of Stock Broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).		To be handed over to the Client		
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	e handed o the Client		
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	To b		
5	Policies and Procedures	Document describing significant policies and procedures of the Stock Broker	17		
6	Tariff sheet cum Schedule of Charges (for Demat Account) Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) and Schedule of charges for demat account				
		VOLUNTARY DOCUMENTS			
7.	Additional details for Demat Account Holder(s) This document captures the additional information about Demat Account Holder(s)		23		
8.	Agreement between a Participant and Client seeking to open a Beneficial Owner's (BO/DP/Demat) account (for Demat Account)	Agreement for opening demat Account	25		
9.	Power of Attorney (for Demat Account)	To authorize Stock Broker to give debit instructions on sale & to enable Stock Broker to execute other instructions like creating pledge, movement from/to collateral account	27		
10.	Terms & Conditions (for Demat Account)	Terms and Conditions-cum-registration/modification form for receiving sms alerts from CDSL	29		
11.	Letter from client requesting on-line statement on e-mail (for Trading & Demat Account)	Undertaking for Accepting Electronic Contract Notes and other Communication through Email	31		
12.	Running Account Authorization	Authorisation for settling Client on periodic basis	32		
13.	Terms and Conditions (for Trading Account)	For availing add-on Broking services & facilities	32		
14.	Dormant Account Policy	Defining dormant account policy for inactive clients	45		
15.	Registration Form for activating additional service(s)	Terms & conditions and other details for activation of additional services	45		
16.	Standing Instruction	Standing Instructions for not receiving order trade confirmation and for creating pledge on Client's security etc.	46		
17.	Authorisation to send password by SMS/Email	To send password by SMS and email	46		
18.	Information on PMLA, 2002	Write-up on Prevention of Money Laundering Act, 2002 (PMLA) for Client guidance & knowledge	47		

"Please note that the KYC Application Form and overleaf instructions should be printed on the same page (back to back). If printed separately then both the pages should be attached and signed by the applicant."

Main Intermediary

Know Your Client (KYC) Application Form (For Individuals Only)



Destimoney

Application No.:

ease fill in ENGLISH and in BLOCK LETTERS with	black ink CVL				тррпсасто				
A. Identity Details (please see guidelines overl	•								
. Name of Applicant (As appearing in supporting identification	document).								
allie							PHO	OTOGRA	νPΗ
ather's/Spouse Name									
Gender ☐ Male ☐ Female B. Marital status ☐ Sin	ngle □ Married C.	Date of Birth		/ m m	 	y y y	Pľ	lease affi	x
Nationality Indian Other (Please specify)	.g.o	- 410 01 -111						ecent pas hotograp	•
Status Please tick (✓) ☐ Resident Individual ☐ Non Resident Individua	dent	nal (Passport C	opy Manda	atory for NR	ls & Foreigr	n Nationa l s)	•	ın across	
PAN Please e	enclose a duly attested co	opv of vour PAN	I Card						
Unique Identification Number (UID)/Aadhaar, if any:									
. Proof of Identity submitted for PAN exempt cases Plea									
UID (Aadhaar) Passport Voter ID Driving	Licence Others					(1	Please see	guideline	e 'D' ove
Address Details (please see guidelines overl	eaf)								
Address for Correspondence									
City / Town / Village						Pin Code			
State		Cou	ıntry			Pin Code			
. Contact Details									
Tel. (Off.) (ISD) (STD)		Tel. (Res.) (ISD						
Mobile (ISD) (STD) E-MailId.			Fax (ISD) (STD)					
City / Town / Village State Proof of address to be provided by Applicant. Plea Passport Ration Card Registered Lease/Sale A *Latest Telephone Bill (only Land Line) *Latest El	Agreement of Residence lectricity Bi ll *Latest	of the followe Driving Gas Bill DC	License [Others (<u>Plea</u>	□Voter Ide ase specify)	entity Card		the docu		
*Not more than 3 Months old. Validity/Expiry date of pr		ed d d ,	<u> m m</u>	/ <u>y</u> <u>y</u>	<u> </u>				
Other Details (please see guidelines overlean									
Gross Annual Income Details (Please tick (✓):	∐ Below 1 Lac	□ 1-5 Lac OR	☐ 5-10) Lac _] 10 - 25 L	.ac □ > 25	Lacs		
Net-worth in ₹.(*Net worth should not be older t	than 1 year)		n (date)	d d	/ m m	/ [y y y	- I v I		
			. ()		,	7 7 7 7			
. Occupation (Please tick(✓) any one and give bri ☐ Private Sector Service ☐ Public Sector ☐	ef details): □ Government Servi	ico 🗆 Pu	siness	□Profe	ecional	□ Agricultu	ırict	□Retir	ad
☐ Housewife ☐ Student ☐ Forex Dealer	☐ Others (Please	_	3111633		ssional	□Agricuit	11150	Шиеш	eu
. Please tick, if applicable: Politically Expo:	sed Person 🔲 Re	lated to a P	olitically	Exposed I	Person				
For definition of PEP, please refer guideline overle	eaf								
Any other information:									
	RATION					SIGNATUR	E OF	APPL	ICAN ⁻
ereby declare that the details furnished above are true and ertake to inform you of any changes therein, immed The se or untrue or misleading or misrepresenting, I am/we	diately. In case any of	the above inf	ormation						
ce:		Date:							
FOR OFFICE	USE ONLY			IP\	/ Done 🗆	on dd	/ <u> m m</u>	<u> </u>	ују
IC/Intermediary name OR code	Seal/Stamp of the	intermediary s	hou l d con	ntain	Seal/S	itamp of the int	termediary ff Name	y should	contain
(Originals Verified) Self Certified Document copies received		Designation					ignation		
(Attested) True copies of documents received		f the Organiza	tion			Name of the	_	zation	
(Attested) line copies of documents received		Signature				Sig	gnature		

Date

Date

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- 1. Self attested copy of PAN card is mandatory for all clients.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- 3. If any proof of identity or address is in a foreign language, then translation into English is required.
- 4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 5. If correspondence & permanent address are different, then proofs for both have to be submitted.
- 6. Sole proprietor must make the application in his individual name & capacity.
- 7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard 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. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
- 2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
- Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

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

- 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).
- 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.

TRADING CUM DEMAT ACCOUNT RELATED DETAILS

Destimoney

M/s. Destimoney Securities Private Limited

Registered & Correspondence Office Address: 6th Floor, A Wing, Tech Web Centre,

Oshiwara, New Link Road, Jogeshwari West, Mumbai 400 102.

Ph: +91-22-6748 2211 Fax: +91-22-6748 2399

Website: www.destimoney.com **SEBI Registration Number**:

BSE (Cash): INB 01 13482 33 dated August 27, 2009

(erstwhile DDAV Securities Private Limited dated February 10, 2006)

BSE (F&O): INF 011348233 dated September 20, 2011 NSE (Capital): INB 23 13482 37 dated August 27, 2009

(erstwhile DDAV Securities Private Limited dated June 14, 2006)

NSE (F&O): INF 23 13482 37 dated August 27, 2009

(erstwhile DDAV Securities Private Limited dated February 10, 2006)

NSE (Currency Derivative): INE 23 13482 37 dated August 27, 2009

CDSL: IN-DP-CDSL-571-2010 (For Demat Account)

	<u> </u>					
(To be filled by Depository Participant only)						
Application Form No.	:					
Date	:					
DP Internal Ref. No.	:					
DP ID No.	: 12045500					
Client ID No.	:					

Compliance Off	ice	,	CEO		
Name	:	Ms. Navaneeta Argekar	Name	:	Mr. Sudip Bandyopadhyay
Phone Number	:	+91-22-6748 4736	Phone Number	:	+91-22-6748 4700
Email id	:	compliance@destimoney.com	Email id	:	md@destimoney.com

For any grievance/dispute please contact M/s. Destimoney Securities Private Limited at the above address or email id at customercare@destimoney.com or compliance@destimoney.com or call our customer care at 1800-209-3328/+91-22-6748 2211. In case not satisfied with the response, please contact the concerned exchange(s):

NSE	ignse@nse.co.in	(022) 2659 8190
BSE	ig@bseindia.com	(022) 2272 8097

I/We wish to open a Trading and /or Demat Account with Destimoney Securities Private Limited in my /our name and in this regard the following information is furnished:

A. TRADING PREFERENCES

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

Exchanges	Segments	Signature
Bombay Stock Exchange	Cash	1/15
Limited	F&O	\
	StAR MFSS	\
National Stock Exchange of	Cash	\
India Limited	F&O	\
	Currency Derivative	\
	MFSS	\

B. BANK DETAILS - {For Trading & Demat Account (for Dividend)}

BANK 1			ВА	NK 2 (For Trading	Account	:)		
Bank Code (9 digit MICR co	de)			nk Code digit MICR code)				
IFS Code (11 dig	jit)		IFS	Code (11 digit)				
Account number			Ac	count number				
Account type	☐ Saving	g Current	Ac	count type	☐ Sav	/ing] Current	
	☐ Others	s (specify)			☐ Oth	ners (specify)		
Bank Name			Ва	nk Name				
Branch Name			Bra	anch Name				
Bank Branch Ad	dress		Ва	nk Branch Address				
PIN code			PI	V code				
Internet Status E	inabled	☐ Yes ☐	No Int	ernet Status Enable	ed	☐ Yes] No
Default for payin	online Trading	☐ Yes ☐	No De	fault for payin/onlin	e Trading	☐ Yes] No
(iv) Letter from to In case of op C. DEPOSITOR	he Bank. otions (ii), (iii) and Y ACCOUNT(S) I		de of the brand	ch should be preser			1	
Depository Participant Name and Address	Depository Name CDSL	DP ID	Beneficiary (BO ID)	ID Beneficiar Name / Fir Holder Nar	st Jo ne (2	atus of the int Holder and or 3rd Holder)	Defau payo /onli trading	out ine
Destimoney Securities Private Limited	12045500							
Name) State: Tel. (Res.)		nent (For Self employ Country: Mobile No.:	/ment/Busines	s/Professional –ple	ease prov		ress and	Trade
Email ID:	adiaa Massissa 40	to ale Dualeau au unu	l af amazi lassi s					
	•	tock Broker, approval	I of employer i	s mandatory.				
D. PAST ACTIO	NS:							

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities/laws/Derivatives/Currency Derivatives during the last 3 years:

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS: 1. If client is dealing through the sub-broker, provide the following details: Sub-broker's Name: SEBI Registration Number: Registered office address: Fax: Ph: Website: 2. Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all): Name of stock broker: Name of sub-broker, if any: Exchange: Details of disputes/dues pending from/to such stock broker/sub- broker: F. ADDITIONAL DETAILS: 1. Whether you wish to receive Physical Contract Note (PCN) or Electronic Contract Note (ECN) (please specify): Specify your Email id for ECN, if applicable: 2. Whether you wish to avail of the facility of internet trading/wireless technology (please specify): Yes ☐ No Exe based 4. Number of years of Investment/Trading Experience: 5. Any other information: _ G. INTRODUCER DETAILS (optional): Name of the Introducer: Sur Name Middle Name Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please specify Address and phone no. of the Introducer: Signature of the Introducer: H. NOMINATION DETAILS (for Trading Account): 1. \Boxed I/We wish to nominate ☐ I/We do not wish to nominate Name of the Nominee: Relationship with the Nominee: Date of Birth of Nominee: PAN of Nominee: Address and phone no. of the Nominee: 2. If Nominee is a minor, details of Guardian: Name of Guardian: Address and phone no. of Guardian: Signature of Guardian: \ 3. Witnesses (Only applicable in case the account holder has made nomination) Name Name Signature Signature Address Address

I. DECLARATION

Date: DDMMYYYY

- 1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We am/we are aware that I/we may be held liable for it.
- 2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
- 3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website i.e. www.destimoney.com.

Na	me of First / Sole Hold	der	N	lame of Second Holder		Name of Third Holder		
	Please affix the recent passport size photograph and sign across it			For Demat Account Please affix the recent passport size photograph and sign across it			For Demat Account Please affix the recent passport size photograph and sign across it	
_	Signature	2 / 15	_	Signature	_	_	Signature	

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

\	
Signature of the Authorised Signatory	
Date: D D M M Y Y Y	Seal/Stamp of the Stock Broker

Signature

TO BE HANDED OVER TO THE CLIENT

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

as prescribed by SEBI, Bombay Stock Exchange Limited and National Stock Exchange of India Limited

- 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.
- 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.
- 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.
- 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.
- 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.
- The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
- 9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation

- which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
- 10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

- 13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
- 15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of

- any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
- 16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
- 17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

- 19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for 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/ proprietory 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, interalia, 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 modes 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.

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

- 1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/ securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- 2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- 3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
- 4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial

- password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
- 6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- 7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders

- over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- 8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/ Exchange end for any reason beyond the control of the stock broker/Exchanges.

TO BE HANDED OVER TO THE CLIENT

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET, DERIVATIVE AND WHOLESALE DEBT MARKET SEGMENT

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

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 predetermined 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.

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 closeouts.
- 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:

- The profit or loss in transactions in foreign currencydenominated 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.
- Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable 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.
- 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.

TO BE HANDED OVER TO THE CLIENT

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

BEFORE YOU BEGIN TO TRADE

- Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.exchange.com and SEBI website www.sebi.gov.in.
- 2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
- Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
- 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.
- 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.
- 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

- 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:
- 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

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.
- 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.

DESTIMONEY POLICIES AND PROCEDURES

Policies and Procedures for Risk Containment and other Operational & Compliance matters

The underlying document outlines various policies and procedures Destimoney Securities Private Limited has framed with respect to its dealing with clients for capital market transactions to ensure transparency and facilitate understanding on various aspects related to service delivery. Kindly note that the below stated policies and procedures are subject to change from time to time; depending upon our internal risk management framework, market and external environment; and clients can refer the company's website for the updated documents.

1. Policy for Refusal of orders for penny stocks etc:

Generally, Destimoney Securities Private Limited (hereinafter referred to as Destimoney or Company interchangeably) alerts clients to desist from trading in any penny stocks in view of the associated risk element while dealing in such stocks. Further, the client is also required to adhere to Exchange/ Members guidelines and due diligence while trading in such stocks. Also SEBI/Exchange from time to time issues directives necessitating additional due diligence for dealing in such stock(s).

In the view of above Client may please note that the Company may restrict trading in penny stocks/ illiquid Securities and derivatives contracts by the clients at its discretion. Penny Stocks/ Illiquid Securities and derivatives contracts for this purpose shall mean those stocks / contracts which are highly illiquid and have a low market capitalization due to unsound fundamentals or stocks / contracts which have high chances of price manipulations according to Destimoney. The Exchanges from time to time also circulates a list of Illiquid Securities. Destimoney may at its discretion and/or based on directives of the Exchanges also restrict trading in such illiquid securities.

Please note that Destimoney does not permit trade in securities placed in the Z group however company may permit such trades on exceptional basis. Further Intraday trading in securities in the T, TS, BE or such other group as may be notified by Exchanges/ Destimoney from time to time shall be prohibited.

In addition to the penny stocks, restricted securities/ deemed penny stocks, illiquid securities and derivatives contracts specified by Exchanges from time to time Destimoney may at its discretion, prohibit trading in such securities and contracts, which based on market conditions and internal policies it deems fit for restriction i.e. Destimoney reserves right to disable/restrict trading in such securities or contracts, which it finds suspicious on a case to case basis.

Company may for this purpose, introduce online blocks to prevent clients from placing orders in penny stocks, securities and illiquid contracts through the Online Trading Platform of Destimoney. Dealers/sub brokers of Destimoney may refuse to execute orders of the clients for trading in such stocks, securities and contracts. Further in case the client succeeds in placing order in penny stocks, securities and illiquid contracts through the Online Trading Platform or otherwise, Destimoney may at any time cancel any such order before execution on the Exchanges.

Company shall not be liable for any refusal/cancellation of orders for trading in penny stocks, illiquid securities and illiquid contracts and/or any other security restricted by it. Further Client shall indemnify the Company in respect of any loss caused to the Company by virtue of the Client's trading in any of the above restricted category of securities and contracts.

2. SETTING UP OF CLIENT'S EXPOSURE LIMITS

Destimoney may for the purpose of risk management set exposure limits subject to which the Client may trade in securities/take positions in the futures and options segment. Such exposure limits may be set upto a predetermined number of times of the Margin (the "Multiple") and the quantum of the Multiple shall be decided at sole option or discretion of Destimoney. Such multiple may be changed any time at the discretion of Destimoney from client to client depending on various factors which inter alia include factors like market conditions, client profile and financial status of the client.

Client shall abide by the exposure limits, if any, set by Destimoney or by the Exchange or Clearing Corporation or SEBI from time to time.

The exposure limits set by Destimoney do not create any right in favor of Client and can be withdrawn at any time without notice and the Company shall not be liable to client for loss incurred if any, on account of withdrawal of such limits. The client agrees to compensate Destimoney in the event of Destimoney suffering any loss, harm or injury on account of exposure given to and/or withdrawn from the Client.

Exposure may (at the discretion of Destimoney and to the extent decided by Destimoney from time to time) inter alia be provided on the following:

- a) Cash balance in the ledger to the credit of the Client (after deduction of all withdrawals by the Client).
- b) Any Online funds transfer or hold amount through bank gateway.
- c) Beneficiary holdings and collateral holdings (after deduction of applicable hair cuts, hair cut subject to a minimum of 30% haircut or such other rate as may be decided by the Company from time to time).
- d) DP free stock and beneficiary stock (after deduction of applicable hair cuts, hair cut subject to a minimum of 30% haircut or such other rate as may be decided by Destimoney from time to time).
- e) Credit received against sale of securities.
- f) Margin amount of open positions (in case of derivatives)
 In case of sale of Securities, such sale may at the discretion of Destimoney be provided only to the extent of the availability of securities to the account of the client (DP free Stock, DP lien/hold marked securities, beneficiary and collateral stock).

Further as may be decided by Destimoney from time to time, the credit received against sale may be used for further purchases to such extent as may be decided and allowed by Destimoney from time to time. Limits/Exposure provided shall/may vary based on the intraday profit /loss made by the client. All MTM losses are required to be received as payments only and cannot be adjusted

3. BROKERAGE RATES

The brokerage would be charged to the clients based on the rates mutually agreed upon from time to time, subject to the ceilings prescribed by the exchanges / SEBI.

4. PENALTY/ DELAYED PAYMENT CHARGES

Destimoney may levy late payment charges to the clients who have not cleared their dues towards settlement / margin obligations within the time prescribed by the exchanges from time to time at the rate of 21% p.a. or as decided by Destimoney from time to time, till the dues are cleared. Where Destimoney has accepted securities with appropriate hair cut for margin purpose (in collateral account), but has to deploy its own funds for meeting margin requirements of the client at the Exchange then Destimoney may levy interest or delayed payment charge on the funded margin / debit balance at rate mentioned herein above or as specified from time to time. The client agrees that the stock broker may impose fines/ penalties for any orders/ trades/ deals/ actions of the client which are contrary to this agreement/ rules/ regulations/ bye laws of the exchange or any other law

for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders/ trades/ deals / actions of the client, the same shall be borne by the client and the Company would pay interest @ 12 % per annum for any delay in payment beyond 24 hours of payout request. However the Company shall not be liable to pay interest to the Client for any delay for any request under protest or for disputed amount or if there is any default in the Client's account.

5. RIGHT TO SELL CLIENTS SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT ON ACCOUNT OF NON PAYMENT OF DUES. (LIMITED TO SETTLEMENT/MARGIN OBLIGATIONS)

The Client agrees that Destimoney would have the discretion to square off the position of the Client, with no obligation of communicating the same to the Client, in following circumstances:

- a) In case of intra-day Margin Trades, if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time.
- b) In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with Destimoney and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss.
- c) In all other cases where the margin or security placed by the Client(s) falls short of the requirement or the limits given to the Client(s) have been breached.
- d) Where the Client(s) have defaulted on their existing obligation/ failed to make payments/deliver securities to Destimoney within the stipulated time.

The Client accepts to comply with Destimoney's requirement of payment of Margin/settlement obligations of the Client, immediately, failing which DESTIMONEY may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the beneficiary account of Destimoney and/or demat account of client with Destimoney (operated under POA by Destimoney)or square-off all or some of the outstanding F&O positions of the Client as it deems fit at its sole discretion without further reference to the Client and any resultant or associated losses that may occur due to such square -off/sale shall be borne by the Client and Destimoney shall be fully indemnified and held harmless by the Client in this behalf at all times.

Any reference in these terms to sale or transfer of securities by Destimoney shall be deemed to include sale of securities which form part of the Margin maintained by the Client with Destimoney.

In exercise of Destimoney's right to sell securities, the Client agrees that the choice of specific securities to be sold shall be solely at Destimoney's discretion without any reference to client.

Such liquidation or close out of positions shall apply to any segment/ exchange in which the Client does business with Destimoney.

The provisions specified herein do not confer any liability on Destimoney to square off the clients positions. It shall be the responsibility of the client to pay to Destimoney any due payable to Destimoney irrespective of whether Destimoney exercises its right to square off the positions of the client in accordance with the provisions given herein above. Further, as mentioned above Client shall be liable to pay delayed interest on the outstanding amount.

Destimoney reserves the right to set the threshold limits for liquidation of client's positions, available securities. Such threshold limits will be communicated periodically from time to time orally, and /or through emails, written correspondences, or through its trading terminals, branch representative, website etc. However, in the event of extreme volatility and/or client's open (outstanding) position resulting in mark to market losses beyond Destimoney thresholds any time during a trading session, and /or clients positions or collateral being not saleable, thereby forcing Destimoney to liquidate any of the client's available positions and collateral, same shall be done by Destimoney during the course of a trading session without recourse to the client.

6. SHORTAGES IN OBLIGATIONS ARISING OUT OF NETTING

If the client defaults on its existing obligation and in the event the trade has been internally netted off by Destimoney Securities Private Limited, Destimoney Securities Private Limited shall have the right to square off the position of the client to make good the shortages arising thereof. Destimoney Securities Private Limited shall not be responsible for losses to the Client on account of such square off. All losses to the Client on this account shall be borne solely by the Client and the Client shall indemnify Destimoney Securities Private Limited in this respect. Destimoney Securities Private Limited follows the close out policy for all internal shortages. The process is defined below:

1. For internal shortage, the auction closeout policy is as follows:

T+2 closing rate of that scrip + 10% OR Highest Transaction rate of clients traded through *XXX* for that scrip between T to T+2 day. From the both conditions, whichever is higher is charged to the client.

Hence, closeout rate calculated by the system for that client is **Rs. 160.35.**

Working Note:

T+2(i.e. 22-Jan-2011) closing rate of McLeod Russel India Ltd = Rs. 134.05; 10% of closing rate = Rs. 13.41.
 Hence, Closeout rate = Rs. 134.05 + Rs. 13.41 = Rs. 147.46.

And,

Highest Transaction rate of clients traded through *XXX* for that scrip between T (i.e. 20-Jan-2011) to T+2 (i.e.22-Jan-2011) was Rs. 160.35 (that was on 21-Jan-2011)

From the above two conditions the highest rate is Rs.160.35.

2. Exchange (Market) auction closeout policy is as follows:

At the highest price prevailing in the NSE from the first day of the relevant trading period till the day of closing out or 20% above the official closing price on the auction day.

From the both conditions, whichever is higher is charged to the broker.

Hence, closeout rate calculated by the exchange for that client would have been calculated as **Rs. 171.54**.

Working Note:

• As per first condition:

20 Jan 11	Т	Rs. 147.75
21 Jan 11	T+1	Rs. 171.54
22 Jan 11	T+2	Rs. 134.05

Hence, Closeout rate would have been Rs. 171.54.
And,

As per second condition:

T+2 day closing price = Rs. 134.05; 20% of closing rate = Rs. 26.81; Hence, Closeout rate = Rs. 134.05 + Rs. 26.81 = Rs. 160.86/-. From the above two conditions the highest rate is **Rs. 171.54**.

7. CONDITIONS UNDER WHICH CLIENT IS NOT ALLOWED TO TAKE FURTHER POSITIONS OR BROKER MAY CLOSE EXISTING POSITIONS

Destimoney shall have the right to refuse to execute trades/allow the client to take further positions in the following circumstances:

- a) Technical failure.
- Securities breaching the limits specified by the Exchanges/regulators from time to time.
- Securities submitted in physical form for settlement. d)
 Regulatory restrictions/directives.
- e) Outstanding dues not cleared.
- f) Shortfall/breach of threshold limits as per Risk Policy prevalent from time to time.
- g) Any suspicious trading patterns observed by Risk/ Surveillance Dept.
- Other conditions as specified by Destimoney from time to time in view of market conditions, regulatory requirements, internal policies etc.

Destimoney shall also have a right to close existing positions of the clients in the abovementioned circumstances and Destimoney shall not be responsible for any loss incurred by the Client due to any of aforesaid conditions of refusal or closure of positions and the client shall keep Destimoney indemnified at all points of time in this regard.

8. TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST

Destimoney may at any time, temporarily suspend the account of the client in following circumstances:

Based on a written request of the client for any reason including but not limited to gravity of the grievances raised by/against the client.

Trades in the account of the client during the period of such temporary suspension shall not be permitted. The account shall be reactivated on submission of a written request for reactivation by the client.

9. DEREGISTRATION OF A CLIENT

Deregistration/Termination of the client may be with mutual consent of the parties or by giving notice as per the Rights & Obligations entered into between the client and Destimoney. Such deregistration / termination shall not effect the rights and liabilities of the parties in respect of the transactions executed before the date of such deregistration/termination.

Destimoney may at any time, at its sole discretion and without prior notice to the Client, prohibit or restrict or block the Client's access to the use of the web site or related services and the Client's ability to trade due to regulatory requirements, prevention of money

laundering regulations, market conditions and other internal policies.

Further Destimoney may Freeze the Client Account in following Scenario:

- a) Non submission of important documents for verification.
- b) On account of any regulatory orders issued against the client.
- On account of any legal strictures passed against the client.

The account shall be reactivated under the following circumstances:

- a) On the vacation of regulatory/legal orders against the client.
- b) Submission of all important documents required for verification.
- Fresh submission of all KYC documents required for registration

In addition, Destimoney may interalia terminate/freeze trading facilities due to regulatory requirements and to comply with provisions of Prevention of Money Laundering Regulations or due to suspicious activities observed by surveillance department or due to internal risk perception. Such Clients may be re-admitted on submission of fresh KYCs and supporting documents/ explanation resolving the earlier observations for deregistering.

Client Acceptance of Policies and Procedures stated hereinabove:

I/We hereby state that I/we have understood the above and do hereby sign the same in acknowledgement and agree not to call into question the validity, enforceability and applicability of any provisions/clause of this document under any circumstances whatsoever. These Policies and Procedures may be amended/changed unilaterally by Destimoney, provided the change is informed to me/us with through any one or more means or methods. I/We agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/ difference or claim between me/us and Destimoney before any court of law/judicial/ adjudicating authority including arbitrator/mediator etc.

_		3 / 15
	Signature of the Client:	

TARIFF SHEET (BROKERAGE DETAILS FOR TRADING ACCOUNT)

Name of Client :-						
Branch Code				Trading Client Code		
	Intraday Trading	Delivery	F&O Future	F&O Option - Default	NSE Currency Future	NSE Currency Option-Default
Brokerage Exclusive of Regulatory Charges	%	%	%	Rs100/-Per Lot Each Leg	Rs	Rs50/-Per Lot Each Leg
Minimum Per Share (Default)	5 paisa	5 paisa	5 paisa	Rs	N.A.	Rs

SCHEDULE OF DP CHARGES (For Demat Account)

Sr	Account Head	Rate	Minimum Payable
1	Dematerialisation	Rs. 5/- per certificate plus Rs. 25/- per request	
2	Rematerialisation	Rs.12/- per 100 securities or part quantity or Rs. 12/- per certificate whichever is higher Plus Rs. 25/- per Request	
3	Market Transactions (Sell)	0.04% of the Market value of securities subject to a minimum of Rs. 20/- per request (whichever is higher)	Rs. 20/- per request (for sell transactions)
4	Off – Market Transactions (Sell)	0.04% of the Market value of securities subject to a minimum of Rs. 20/- per request (whichever is higher)	Rs. 20/- per request (for sell transactions)
5	Account Maintenance Charges (Annually)	Rs.240/-(Per Annum) – For Individuals payable in advance on an annual basis	
6	Pledge Creation	0.04% of the Market value of securities subject to a minimum of Rs. 30/- per request (whichever is higher)	Rs. 30/- per request
7	Pledge Creation Confirmation	NIL	NIL
8	Pledge Closure	0.04% of the Market value of securities subject to a minimum of Rs. 30/- per request (whichever is higher)	Rs. 30/- per request
9	Pledge Closure Confirmation	NIL	NIL
10	Invocation of Pledge	0.04% of the Market value of securities subject to a minimum of Rs. 30/- per request (whichever is higher)	Rs. 30/- per request

NOTES:

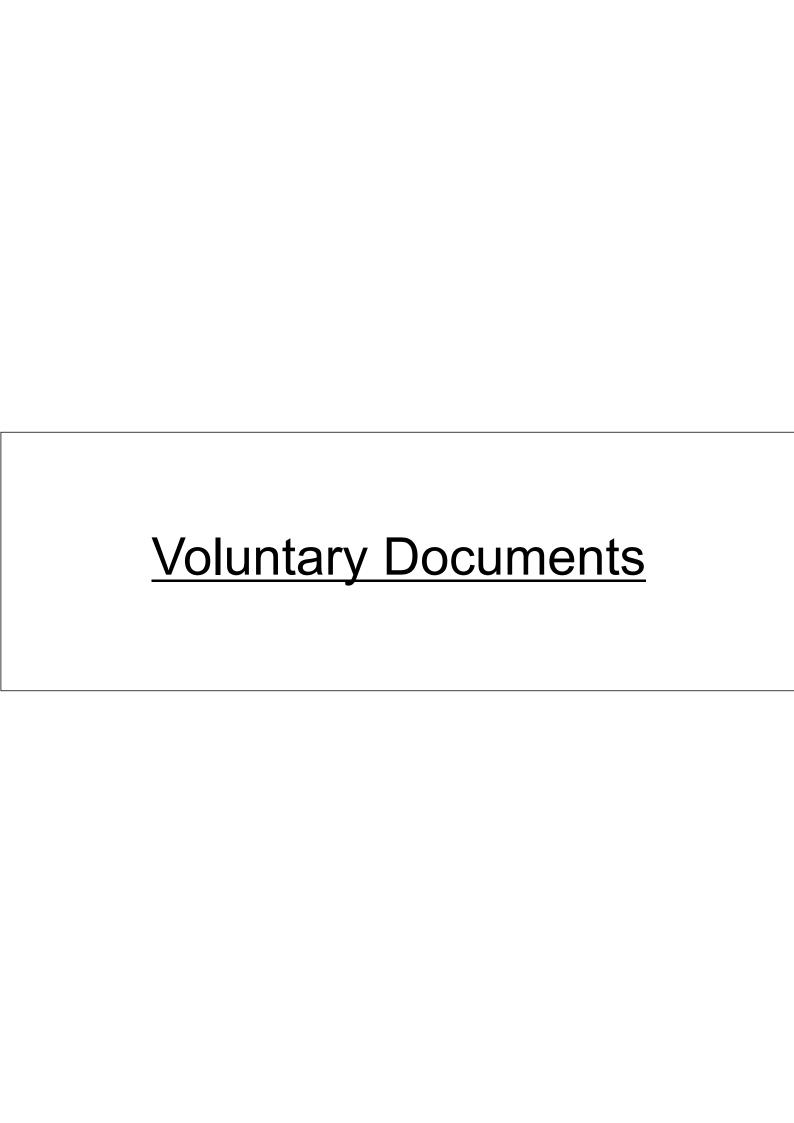
- Account Opening Charges (Trading) Rs. 888/-
- Delayed payment charges-21% p.a. or as intimated by Company from time to time.
- Transaction charges for Beneficiary To Pool (for per Sell transaction) Rs. 20/- Service tax will be levied additionally.
- Other Statutory Levis, viz. Service Tax, Transaction Charges, STT etc. will be levied in addition to the brokerage as stated above, or such other rates of brokerage as intimated to the Client from time to time.
- All Depository Charges will be debited to Client's trading account. Clients who are not having trading account with us should pay
 the charges before due date.
- Any other services, which is not mentioned above, will be charged separately.
- Service tax and other statutory charges if applicable will also be levied additionally.
- The value of transactions will be in accordance with rates provided by the CDSL.
- All charges are subject to revision at the discretion of Destimoney Securities Private Limited after giving a notice of 30 Days.
- All Charges other than Account Maintenance Charges are payable on monthly basis and delayed payment will be liable for interest @2 % per month.
- Destimoney Securities Private Limited may suspend / freeze the depository services of the account holder for non-payment

- of outstanding bills after giving notice of 30 days.
- All market instructions for transfer must be received latest by 4.00 p.m. on the previous working day prior to the pay in date as per SEBI Guidelines. All off market instructions for transfer must be received at least 24 hours before the execution date. Late instructions would be accepted at the account holder's sole risk and responsibility.
- Charges quoted above are for the services listed. Any service not quoted above will be charged separately.
- Customer is required to maintain a minimum balance of Rs.1000/- in his/her ledger account.
- No refund of account opening charges would be given if the account could not be opened due to non submission of complete documents by the client or due to lack of desired co-operation from the client.
- Management reserves the right to freeze, discontinue or suspend any account if required.

I/We have read and understood the "Schedule of Charges" prescribed above and agree to abide by the same.

Signature of account holders:

4/15	\	<u> </u>
Sole / First Holder	Second Holder	Third Holder



ADDITIONAL DETAILS FOR DEMAT ACCOUNT HOLDER(S):

A. DETAILS OF ACCO	UNT HO	LDER(S):						
Second Holder :			_ PAN: 🔲					
Third Holder :			PAN:					
B. TYPE OF ACCOUN	T (Please	tick whichever is applicable)						
Status	Su	o - Status						
☐ Individual	☐ Individual Resident ☐ Individual HUF/AOP ☐ Individual Director ☐ Individual Promoter ☐ Individual Director's Relative ☐ Minor ☐ Individual Margin Trading Account (MANTRA) ☐ Other (specify)							
☐ NRI	 NRI Repatriable NRI Non-Repatriable NRI Depository Receipts NRI Repatrible Promoters Other (Specify) 							
Foreign National		Foreign National 🏻 🔲 Foreign National –Depository Receip	ts 🗌 Ot	her (S	Specif	fy) _		
C. IN CASE OF NRIs / RBI Reference No. D. DETAILS OF GUAR		N NATIONALS RBI Reference the demat account holder is minor)	erence Date	e: [D]	D M	M	<u>/ Y</u>	YY
Guardian's Name			PAN					
Relationship with the	applicant		<u> </u>					
I / We instruct the DP	to receive	e each and every credit in my / our account	☐ Yes		N	No.		
(If not marked, the def	fault optio	n would be 'Yes')	(Automat	ic Cre	dit)			
Account Statement Requirement								
1		tronic Transaction-cum-Holding Statement at the	☐ Yes			No		
1	marked, f	I / interest directly in to your bank account given below he default option would be `Yes') [ECS is mandatory for time to time]	☐ Yes			No		
the name of the n	atural pe etc., sho	sons (AOP), Partnership Firm, Unregistered Trust, etc., al rsons, the name & PAN of the HUF, Association of Pe uld be mentioned below:						
SMS Alert Facility		MOBILE NO. +91						
Refer to Terms & Cor	nditions	[(Mandatory , if you are giving Power of Attorney (POA)]						
given as Annexure -	2.4	(if POA is not granted & you do not wish to avail of this facil	ity, cancel	this or	otion)).		
Easi		To register for easi, please visit our website www.cdslindia.com. Easi allows a						
		BO to view his ISIN balances, transactions and value of the	portfolio c	nline.				
NOMINATION DETAILS	<u>s</u>							
Nomination Registration	on No.		Dated	DD	MI	V Y	Υ	YY
I/We the sole holder / J	oint holde	ers / Guardian (in case of minor) hereby declare that:						
☐ I/We do not w	rish to no	minate any one for this demat account.						
		wing person who is entitled to receive security balances lying	ı in my/our	accol	ınt, p	artic	ular	rs
whereof are gi	iven belov	v, in the event of my / our death.						

Full Name of the Nominee				
Address				
City	State			
Country	PIN code			
Telephone No.	Fax No.		•	•
E-mail ID				
Relationship with BO (If any)				
Date of birth (mandatory If nominee is a minor)				

As the nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders, I/We appoint following person to act as **Guardian**:

	<u> </u>					
Full name of Guardian of Nominee						
Address						
City			State			
Country			PIN code			
Telephone No.			Fax No.			
E-mail ID						
Relationship of Guardian with Nominee						

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Note: Two witnesses shall attest signature(s) / thumb impression(s)

Details of the Witness						
	First Witness	Second Witness				
Name of witness						
Address of witness						
Signature of witness	\	\				

I/We have read the terms & conditions, 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 change(s) 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 Holder	Third Holder
Name			
Signatures	5 / 15	\	\

(Signatures should be preferably in black ink).

AGREEMENT BETWEEN A PARTICIPANT AND A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT

This agreement is made and entered into at	on	this	day of
between Destimoney Securities Priv	ate Limited situated at	6th Floor, A Wing, Tech	Web Centre, Oshiwara,
New Link Road, Jogeshwari West, Mumbai 400 102 and	having processing office	ce at	_(hereinafter called "the
Participant") and			
1)	2)		
3)	having address at		
	-		

Hereinafter called "the Beneficial Owner" of the other part.

WHEREAS the Participant has been granted a certificate of registration bearing number IN-DP-CDSL-571-2010 dated July 15, 2010 by the Securities and Exchange Board of India (SEBI) as a participant under Section 12(1 A) of the Securities and Exchange Board of India Act, 1992 read with Regulation 20 of theSecurities and Exchange Board of India (Depository and Participants) Regulations, 1996 and has been admitted by Central Depository Services (India) Limited (hereinafter called "CDSL") as a participant.

AND WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a Participant, on the terms and conditions recorded herein below:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: General Clause

The parties hereto agrees to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and the Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

1. Fees, Charges and deposits

The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid not exceeding 18 % per annum or part thereof. On such continued default, the Participant after giving two days notice to Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

2. Statement of Account

- 2.1) The participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter. The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statement at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.
- 2.2) It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the participant, then the participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.
- 2.3) It is agreed and understood between the parties that if the participant does not have the facility of providing the statement of accounts in the electronic mode, then the participant shall be obliged to forward the statement of account only in physical form.

3. Beneficial Owner shall intimate change of particulars

The participant shall not be liable or responsible for any loss that may be caused to the beneficial owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the beneficial owner.

4. Depository not liable for claims against Beneficial Owner

CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and or/ expenses arising from the

claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, Statutory or revenue authority in respect of securities credited to the Beneficial owner's account.

5. Authorised Representative

Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Depository Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

6. Termination

The parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and procedure set out in the Bye Laws and the Operating Instructions. In the event of termination by either party, the Participant shall deal with the securities lying in the account of a Beneficial Owner in accordance with the instructions of such Beneficial Owner.

7. Stamp Duty

Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and or/on any deed, document or writing executed in pursuance hereof between the parties hereto shall be born and paid by the Beneficial Owner.

8. Force Majeure

Notwithstanding anything contained herein or in the Bye laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lighting, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage or intrusion, or any other irresistible force or compulsion.

9. Service of Notice

Any notice or communication required to be given under this agreement shall be in writing, and shall be legally effective only when it is delivered to the addressee at the last known address in the manner prescribed in the operating instructions.

10. Arbitration

The parties here to shall, in respect of all disputes and differences that may arise between them abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

11. Jurisdiction

The parties hereto agree to submit to the exclusive jurisdiction of the court in Mumbai.

12. Governing Law

The Agreement shall be governed by the construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

Signed and Delivered by the within Named For and behalf of the Client)	(Signed and delivered by) (For and behalf of Destimoney Securities Pvt. Ltd.)
First Holder 6/15	Witness Signature : DP Name:
Second holder \	Address: 2. Witness Signature: Client \
Third holder	Name:Address:

To be executed and notarised

POWER OF ATTORNEY DP (for Demat Account)

To all to whom these prese day of,2	ents shall come this POWER (20by	OF ATTORNEY made and exe	ecuted at on this
	1	2	3
Name			
Age			
Address			

I/We, the above named, Indian inhabitant send greetings. Whereas, I/we hold a Beneficiary Account No. _____ with Central Depository Services (India) Limited through Destimoney Securities Private Limited DP ID 12045500.

And Whereas I/We have also entered into the Rights & Obligations with Destimoney Securities Private Limited(hereinafter referred to as DSPL or Attorney), a member of Bombay Stock Exchange Ltd., and National Stock Exchange of India Ltd. bearing SEBI registration numbers INB011348233, INF231348237, INE 231348237, INB231348237, for availing of the offline/online broking services and other services offered by DSPL.

WHEREAS, I/We wish to participate in the trading facilities, investments, and other services offered by M/s. Destimoney Securities Private Limited (or any of its group Companies). Whereas to facilitate proper execution of all the transactions including but not limited to transactions for purchase, sale, investments, subscription for Equity, IPOs, Mutual Funds, Public Provident Funds, National Saving Scheme of Govt. of India, Fixed Deposits, Life Insurance, General Insurance, or order for purchase or sale of or application for any offer or public issue of shares, derivatives including but not limited to, forwards, futures, swaps, and options, funded margin, scrips, stocks, bonds, debentures, mutual funds units of any collective investment scheme, or any other securities or financial instrument and to sell the securities on my/our behalf in any buy back or open offers made by the issuer of such securities or any other financial products offered by DSPL or its group companies ("Company") through the websitewww.destimoney.com or otherwise. And to have read, understood and agreed to be bound by the Terms and Conditions of the service(s), appearing on the web-site www.destimoney.com or as specified by the DSPL or as amended from time to time. DSPL requires the authority to give instructions for the transfer of securities from the Beneficiary Account (DP) and to convey my/our other online/offline instructions and thereof so as to assist DSPL in properly executing all transactions. I/we, am/are desirous of appointing DSPL as my/our attorney for such aforesaid purposes and for settlement pay-ins.

NOW THESE PRESENTS WITNNESS I/We do hereby jointly or severally nominate, constitute and appoint Destimoney Securities Private Limited, a Company incorporated under the Companies Act, 1956 acting through any of its officer/s as 38 /64my/our true and lawful Attorney (hereinafter referred to as 'the said Attorney') for me/us, in

my/our name, and on my/our behalf and at my/our risk and costs to do, perform or execute all or any of the following acts, deeds, matters and things mentioned hereunder:

- a. to debit securities and/or to transfer securities from the aforesaid demat account for the purpose of delivering the same to the clearing houses of the recognized stock exchanges toward any segment in respect of securities sold by me/us through them, including transfer towards a pre-payin/early pay- in at the stock exchanges and towards stock exchange related margin/delivery/ settlement obligations arising out of trades executed by me/us on the stock exchange through 'the said Attorney'.
- b. Pledge the securities in favour of 'the said Attorney' for the limited purpose of meeting the margin requirements in connection with the trades executed by me/us on the stock exchange/s through DSPL.
- c. To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. pursuant to my/our instruction and accordingly transfer credit balance in my/our trading account, to the account of AMC, R&T and Public Limited Company as the case may be. To confirm having read and understood the contents of the offer documents of various schemes of mutual funds in which the Company may invest on behalf of me/us and not to hold the mutual fund /asset management company liable for any transaction processed on the basis of information provided by DSPL.
- d. To return securities that may have been received by it erroneously or those securities or fund that it was not entitled to receive from the me/us.

I/We, further authorize 'the said Attorney' (Stock Broker/Depository Participant) to send consolidated summary of scrip-wise buy and sell positions taken with average rates to me/us by way of SMS / email on a daily basis.

This authority is restricted to the aforesaid purposes arising out of the transactions effected by me through Destimoney Securities Private Limited at NSE &/or BSE and/or for my/our other investments and I ratify the instructions given by the aforesaid attorney to the Depository Participant or other service providers like AMCs, issuers etc named here in above in the manner specified here in above.

For the purpose of above, 'the said Attorney' can move securities from my/our Demat account to its following accounts:

DP Id	Client Id	CM BP Id	Type of A/c	Depository	Exchange
IN300095	11607029	IN566544	Pool A/c	NSDL	NSE
IN300095	11606323	IN656405	Pool A/c	NSDL	BSE
12045500	00001819		Principal A/c	CDSL	BSE
12045500	00001857		Beneficiary A/c	CDSL	BSE
12045500	00001823		Pool A/c	CDSL	BSE
IN300095	11605718		Beneficiary A/c.	NSDL	BSE/ NSE
12045500	00001804		Pool A/c	CDSL	NSE
12045500	00001861		Beneficiary A/c	CDSL	NSE
12045500	00006481		Collateral A/c	CDSL	NSE & BSE

My/our Bank account to which funds can be transferred would be as mentioned in my/our KYC or as intimated from time to time and shall not be governed by this POA as I/we are not giving any authority for operation of bank account. Any change in other account information shall be intimated in writing and / or digitally signed e-mail by both parties and shall form part of this POA.

I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney are revocable at any time in writing. However, such revocation shall be valid only after it is acknowledged and dated by DSPL. Transactions executed prior to revocation shall be settled as if POA is valid on the date of settlement.

	First / Sole Holder / Karta	Second Holder / Co-parcener	Third Holder / Co-parcener
Name			
Signature	7/15	\	\

DETAILS OF THE WITNESS:

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

I accept,

Authorised Signatory
Destimoney Securities Private Limited

Terms and Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL (for Demat Account)

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.
- 2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- 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.
- "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.
- "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.
- 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.
- 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.
- 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.
- 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 nondelivery, 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.

- 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.
- If the BO finds that the information such as mobile number etc., has been changed with out 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:

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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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Undertaking for Accepting Electronic Contract Notes and other Communication through Email

To,						
M/s	Desti	imoney	Secu	rities	Private	Limited
6th	Floor.	A Wina.	Tech	Web	Centre.	Oshiwara,

New Link Road, Jogeshwari West, Mumbai 400 102. Sub: Request for Sending Contract Notes, Statements of Accounts & Securities & Demat Account Related Documents &

Statements on my email Reference: Trading Account client code number: _____ and/or Beneficial Owner (BO) ID: _____ Dear Sir. This is with reference to the Rights & Obligations and DP agreement dated ______ for registering me/us as Client of Destimoney Securities Private Limited (hereinafter referred to as DSPL or Stock Broker interchangeably). In this regard, I hereby authorize and request DSPL:

To send contract notes, bills, ledgers, transaction statement (statement of fund/ securities), report, letter, Circulars etc. in electronic form on my following Email ID in relation to trades/ transaction done on the exchanges through DSPL.

Further, I Confirm that aforesaid ECN and communication sent by Stock Broker from time to time to my / our email id shall be deem to have seen delivered to me and it shall be presumed that the same is in order unless any discrepancies are highlighted by me or brought to notice of DSPL in accordance with the rules/bye-laws/regulations of the exchanges/regulatory authorities. I/ we confirm that non-receipt of bounced mail notification by DSPL shall amount to delivery of the contract note at the above mentioned email ID. I shall not hold DSPL responsible for any delay in delivery due to technical reasons. I agree that Log reports of dispatching software shall be conclusive proof/evidence of delivery.

To complete the necessary formalities those are required under the provisions of the Information Technology Act, 2000 for getting the above facility

Further I confirm that:

- In case I request to receive physical contract notes, bills, ledgers, transaction statement (statement of fund/securities), report, letter, Circulars and any other documents in addition to the digital copy, then DSPL is authorized to debit the charges as decided by DSPL to my/our trading account.
- I acknowledge that Contract notes, bills, ledgers, transaction statement (statement of fund/ securities) may also be kept for seven days on the web server of DSPL on www.destimoney.com which can be downloaded by me/us through login id and password provided by DSPL to me/us.
- The above service may require using password / digital signature and I/ we shall be responsible for confidentiality and proper use at all time of password and/or digital signature for all transactions initiated through aforesaid service.
- I hereby declare that abovementioned email IDs are created and operated by me. 6.
- Pursuant to the amendment in Clause 2 of the DP agreement (Annexure C to the Bye Laws of CDSL), I / We confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account in electronic mode in lieu of physical copy of the statement of account.
- I confirm that the dispatch of statement of account to me / us at the above mentioned email address shall constitute full and absolute discharge of your obligation under the above agreement to provide me / us with statement of my/ our BO account. But, I/We reserve my / our BO right to receive the physical copy of statement of accounts despite receiving the same in electronic mode, if such a demand is made in writing on you.
- I confirm that any change in the aforesaid email address or any other instructions with regard to dispatch/ service of my/ our statement of account to me / us shall not be binding upon you unless you are intimated in writing to me/us by acknowledged delivery.

Yours faithfully,

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Sole / First Holder Name	Second Holder Name	Third Holder Name

RUNNING ACCOUNT AUTHORIZATION

I / we, maintaining a broking account with Destimoney Securities Private Limited (DSPL) hereby authorize Destimoney Securities Private Limited to maintain my / our account on Running account basis and settle my funds / securities obligation on Quarterly / Monthly basis. (default quarterly)

I / we hereby authorize DSPL for the following with regard to my/our broking account for transactions across exchanges / segments where DSPL holds membership.

- To effect transfer of my / our credit balances in the Capital or Cash market segment of NSE and/or BSE and/or any other exchange to the ledger or credit of the Derivatives / Currency Derivatives segment / Wholesale Debt Market segment of NSE and/or BSE or any other exchange or vice-versa to meet the margin and/or settlement obligations on my/our accounts as necessitated.
 - I/we hereby declare that I/we have read and understood the general guidelines issued by regulators / exchanges to member brokers to release funds and securities payouts to constituents within specified time frame of the exchange payout. However being fully aware of the same, I /we have authorized DSPL to retain / utilize credits as mentioned above, for operational convenience.
- 2) To retain settlement credits in my / our account and to settle / release the credits or any such amount only on receipt of specific advice / instruction, which can either be oral or in writing. The above is applicable to both funds and securities.
- To retain and utilize the financial ledger credits (amounts) towards my / our obligations arising of trades executed through DSPL at any exchange / segment in my / our account.

- 4) I / we have opted to have settlement of funds and securities on a periodic basis that shall be suitably informed by me / us to DSPL.
- I / we undertake that this authorization will continue until it is revoked by me/us and I/we may revoke this authorization at any time.
- 6) I/we do hereby authorize DSPL to utilize / adjust my / our financial ledger credits towards my investments in Mutual Fund units, debentures, other form of securities, Initial Public Offers (IPOs), FPOs, Fixed Deposits, NCDs, bonds, New Fund Offers etc under my instruction either oral / written.
- 7) I/we shall send you a written/oral request whenever I/we require delivery /payment of any shares /funds.
- 8) I /we understand that above mentioned payout of funds/securities would be after considering my margin obligations across all exchanges / segments, settlement obligations across all exchanges/settlements as specified in risk management policy and as applicable from time to time.

I / we further state that this authorization is given by me / us purely out of our choice of convenience. I / we shall not make any claim whatsoever upon DSPL, for DSPL standing guided by this authorization in favor of maintaining my / our account on running account basis.

Naille		
Signature: \	10 / 15	
Client Code :	-	
Date :		

Voluntary Document

Terms and Conditions for availing Broking services including Add on services

Client is aware that these Terms & Conditions (T&C) are laid down for the operational and administrative convenience and for providing the client certain additional services and facilities and as such are additional and non mandatory. These Terms & Conditions forms important basis for Stock Broker to provide Broking and other Services including Mutual Fund (MF) via trading platformsinternet trading services & Securities Trading Using Wireless Technology to the Clients. These Terms & Conditions are in addition to and not in derogation of the clauses of Rights and Obligations and power of attorney executed in favor of the Stock Broker or any other agreement/document executed between the parties.

Now, Client hereby undertakes to abide by following Terms and Conditions at all point of time during the subsistence of

relationship between the parties:

- 1. The Client agrees to keep himself/ herself/ itself updated regarding the changes in the rules, regulations, bye laws of the stock exchange(s) & / or guidelines issued by SEBI and/or the requirements/procedures of Stock Broker. The Client agrees that he/she/it shall keep a track of any & all such changes by logging on to the respective websites of the exchange(s) (www.nseindia.com; www.bseindia.com) or SEBI (www.sebi.gov.in) 'www.destimoney.com or www.rbi.org.in.
- The Client shall ensure that he/she/it shall not deal through Stock Broker on the stock exchange on which he/she/it is registered as a broker or a sub broker

- through any other broker other than Stock Broker except with the prior permission of exchange.
- Client understands and agrees that the relationship being established between Stock Broker and Client and Client shall be the principal and Stock Broker shall be an agent to Client in the capacity of a Stock Broker. The Client shall from time to time place orders verbally (himself or acting through attorney/ authorized person). The verbal orders can be placed over phone/ mobile phone and/or by visiting the branch to which the Client has been assigned/ attached by Stock Broker. The order(s) shall be placed by Client only to designated / authorized dealer of Stock Broker and to no one else. Client shall take the names of such designated / authorized dealers assigned to him in writing from Corporate Office/Branch Office of Stock Broker. If Client gives orders to any person other than designated / authorized dealer(s), then Stock Broker shall in not be responsible for any further liabilities created due to any acts of omission or commission in consequence of such order(s). The Client agrees that it shall be sole responsibility of the Client to ascertain the status / results / trade of any orders given by him / her / it. The Client also understands and agrees that the word "orders" includes the cancellation and modification orders as well.
- 6. The Client hereby authorizes Stock Broker to take all such steps on the Client's behalf as may be required or advisable in Stock Broker's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with Stock Broker or executed by Stock Broker on behalf of the Client. However, nothing contained herein shall oblige Stock Broker to take such steps
- 7. It shall be the responsibility of the Client using any online trading platform provided by Stock Broker to completely log out/log off rather than close/exit the browser/trading application window at any time Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the service shall be solely borne by the Client.
- All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker's ITORS System via the Client's Username shall be deemed to have been given by the Client
- The Client agrees that the Stock Broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 10. In case of a market order, the Client agrees that he will receive the price at which his order is executed by the Exchange's computer system; and such price may be different from the price at which the security is trading

- when his order is/was entered into the Stock Broker's System.
- 11. The Client agrees to abide by operational procedures laid down by Stock Broker regarding banking transactions, billing, etc and any changes made in these procedures from time to time and mentioned and made available on website.
- 12. If the Client is enabled to access the trading system of Stock Broker directly say through internet then Client is authorized to place orders directly as well. The Client agrees that any communication of orders in any form or manner whatsoever to Stock Broker or by entering orders into a facility provided by Stock Broker such as internet etc neither implies order's(s)' acceptance nor assures a trade from such order(s) and the Client is also aware that any deliveries of securities / pay out of monies on account of trades is subject to settlement process being successful particularly for trades which are matched within the clients of Stock Broker and the Client hereby agrees not to hold Stock Broker responsible in any manner whatsoever for any delay in settlement which is beyond reasonable control of Stock Broker.
- 13. Stock Broker does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall Stock Broker or anyone involved in creating, producing, delivering or managing Stock Broker's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case, for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of Stock Broker or otherwise or outsourced agency.
- 14. The Stock Broker / service provider may require the Client to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification number / telephone personal identification number (t-pin) /digital signatures / smart cards etc. hereinafter collectively referred to as "security protocols", before accepting any orders & / or for permitting access to the systems / services /facilities made available by Stock Broker / service provider. The Client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically; thereafter also. Stock Broker shall not be responsible or liable for any unauthorized trade and/or leakage/hacking of the Client's personal details and/or financial information available on the trading platform should the Client be negligent in adhering to the same. The Client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The Client unconditionally agrees that he /she / it shall be solely responsible for any / all uses of "security protocols" whether for accessing data / information or for giving

- orders / dealings. The Client agrees to bear any losses /damages which may be caused by any use of or non use of "security protocols" and it shall be no defense that such access to data / information & / or the orders / deals were made through unauthorized use of "security protocols" by any person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner. Notwithstanding anything stated hereinabove, on coming to know of any unauthorized access / use of any "security protocols", it shall be the duty of the Client to take all necessary steps including but not limited to informing Stock Broker in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality are immediately stopped. Stock Broker reserves right to suspend the client account/reject the orders in case of any misuse identified /wrong credential provided / any doubt on the person / manner providing the orders for and for the usage, confidentiality, protection, and secrecy of all such "security protocol". Stock Broker further reserves rights to suspend the client account/reject the orders in case of any misuse identified/wrong credential provided/any doubt on the person/manner providing the orders for and on behalf of Client in the interest of safeguarding Client's monies and avoid frauds.
- 15. Client understands that for performing the acts contemplated under this relationship, Stock Broker has to use software and hardwares/ machines etc. Client understand that as regards trading the softwares/ programmes of stock exchanges are used with additional softwares permitted by stock exchanges such as (without limitation and as illustration) ODIN, Trade Anywhere etc. While programmes such as ODIN, Trade Anywhere etc. are pre-approved by stock exchanges however no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/programmes of their foolproof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading / order entry and/or false/incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc., shall not be construed as the official record of the transactions/ orders. Stock Broker's or service providers' (such as bank's/stock exchanges/clearing house/clearing corporation/ depository participant/depository) final official record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of stock exchanges etc.). The Client agrees that this is without

- prejudice to the right of Stock Broker/service provider to rectify any discrepancy /differences which is due to any inadvertent human error/ system/ computer error etc., at any time without limitation, at the sole and absolute discretion of Stock Broker and / or any of the service providers.
- 16. The client further agrees that he would not indulge in any trading activity resulting in the disturbance of the market equilibrium including manipulation of the price of any scrips / contracts, synchronized deals with any person or any kind of orders / trades which may be considered as inappropriate/ unacceptable by Stock Broker/the relevant exchange(s)/regulator(s). The Client acknowledges that Stock Broker reserves the right to keep in abeyance the funds / securities as may be deemed fit by Stock Broker depending upon the gravity of the violation or/and through trades done by/on behalf of the Client considered as inappropriate / unacceptable by Stock Broker/the relevant exchange(s) / regulator(s). The client further understands and accepts that Stock Broker also reserves the right to levy any penalty and recover any penalty levied for such trades done by / on behalf of the Client considered as inappropriate / unacceptable by Stock Broker /the relevant exchange(s) / regulator(s), as may be deemed fit by Stock Broker/the relevant exchange(s)/regulator(s).
- 17. Client may be keeping securities with Stock Broker for ease of payment/ for ease of dealing / consideration as margin /security/ collateral etc. Client understands that some corporate benefits will be passed onto the relevant account of Stock Broker by issuer company(ies). It is understood and agreed that these corporate benefits will continue to remain with Stock Broker unless a request (to be binding upon Stock Broker only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) is made by Client for transfer the same to Client's own account. The transfer by Stock Broker shall not be immediate but may take reasonable time, subject to there being no pay - in obligations/ margin obligations/ collateral obligations needed to be fulfilled. Further, where Client is keeping securities with Stock Broker for ease of dealing/ for consideration as margin / security/ collateral etc., Client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that Client shall free the securities from any margin / collateral / security / pay -in obligations and get them moved through request (to be binding upon Stock Broker only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance to Client's own beneficiary account and take necessary action for applying and / or receiving corporate benefits. In exceptional circumstances Stock Broker may upon request (to be binding upon Stock Broker only if evidenced by a photocopy/ carbon copy of such request duly receipted

- by manager and one more officer of relevant branch with stamp) given well in advance take actions for and on behalf of Client to apply and / or receive such corporate benefits such as for Right Issue/Open Offer/Buy Back for the shares held by Stock Broker on behalf of client (subject to Client making available free funds etc. for the same well in advance). However Stock Broker shall not be liable for any loss/claim whatsoever in the event such application is rejected by Registrar /Company /Manager to the Issue for any reason.
- 18. The Client hereby agrees that it is the sole responsibility of the Client to know the status/ declaration of all corporate benefits including but not limited to Rights Issue, Bonus Issue, Dividends and Stock Split of Shares/ Buy Back, etc, announced by Issuer Company from time to time, for securities of company(ies) in which Client intends to trade and/ or those which are kept by Client with Stock Broker for ease of dealing/ margin/ collateral/ security etc. and make appropriate trading/ dealing decisions by appropriately considering the impact of any corporate action(s). Stock Broker is not required to act as an advisor to Client in any of these matters/ aspects. It is the Clients sole responsibility to track announcements of such corporate benefits Stock Broker shall not be liable for any losses suffered by Client, if Client fails to apply to such corporate benefits for the shares held by Stock Broker in beneficiary account on behalf of Client.
- 19. The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's ITORS System or otherwise i.e. offline mode(including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Stock Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Stock Broker
- 20. All Margins shall be paid by the Client in the form of Funds (which shall hereinafter mean and include account payee cheques, bankers cheques, demand drafts, pay orders and telegraphic, telex or net transfer, but not cash or currency)/securities. Demand Drafts has to be accompanied by Covering note and other

- supporting documents as requested by Stock Broker from time to time. In case where the payment by the Client towards the margin is made through an account payee cheque issued in favour of the Stock Broker, the Stock Broker, may at its sole discretion, would execute any trade(s) of the Client, only upon the realization of the funds of the said cheque.
- 21. In case Client gives Margin in the form of Securities then following clauses shall be applicable:
- The Client may place margin with the Stock Broker in the form of securities if approved by the Stock Broker and the Stock Exchange. The Stock Broker may prescribe the list of select demated securities eligible for acceptance as margins. This list may be revised, modified or replaced by the Stock Broker without any prior intimation and the Client shall accordingly replace the securities (places as margins) with the Stock Broker within the time specified by the Stock Broker. Such securities may either be placed in a separate Demat account opened by the Stock Broker OR in a separate Demat account that may be opened by the Client for the purpose with the necessary Power of Attorney executed in favor of the Depository Participant and/or the Stock Broker. In such a case, the Client confirms and agrees to create a lien on such shares and securities towards his obligations to the Exchange/the Stock Broker.
- The Client agrees and authorizes the Stock Broker to determine the market value of securities placed as margin after applying a haircut that the Stock Broker deems appropriate. The Clients' positions shall be valued at the latest market price available (marked to market) on a continuous basis by the Stock Broker. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Stock Broker intimates such shortfall failing which the Stock Broker may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale be borne by the Client, and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf.
- (iii) All corporate benefits, including but not restricted to Bonus/Right Shares accruing on the Securities so deposited shall be credited into the aforesaid depository account or to the Client's trading account as the case may be, unless otherwise agreed to by the Stock Broker, and shall constitute margin for the Clients trades/transactions.
- (iv) The Stock Broker may, at its sole discretion, prescribe that the payment of Margin money for further trades and/or existing positions shall be in the form of Funds

- only instead of Securities. The Client accepts to comply with the Stock Broker's requirement of payment of Margin in the form of Funds immediately failing which the Stock Broker may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale be borne by the Client, and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf.
- (v) Notwithstanding generality of the above clause/s all intra-day positions shall be squared off by 3.10 p.m or such time as amended from time to time, for all the Clients if same is not done by Client. However, at the discretion of Company, same may not done be on a particular day and Clients are expected to monitor their positions themselves at all times.
- (vi) Stock Broker's system shall automatically squares off client position, without any further reference to Client, if at any time during the day Mark to Mark margin requirement of Client exceed 85% (or such reduced level as may be decided by Stock Broker), of the value of fund, collateral and other securities pledged with Stock Broker or given to Stock Broker as Margin. Further all outstanding / pending orders (if any) during such time shall be cancelled. The Stock Broker shall have the discretion to revise the aforesaid margin requirement limit without any prior intimation to the Clients.
- 22. When the Client places a request to cancel/modify an order, the cancellation/modification of that order is not guaranteed by the Stock Broker. The order will only be cancelled/ modified if the Client requests for cancellation/ modification of his/ her order, is received and the order is successfully cancelled before it is executed and the Stock Broker will not be responsible for acceptance or rejection of such requests. No order shall be assumed to be executed/cancelled/modified until a transaction confirmation from the Stock Broker is received by the Client. Notwithstanding anything contained in this agreement, any orders not executed at the end of Trading Hours will stand cancelled.
- 23. The Client agrees to pay the Stock Broker brokerage, commission, fees, stamp duty, Securities Transaction Tax, Service Tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Stock Broker. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock Broker to the Client from time to time upon request by the Client or at such rates as may be advised from time to time and applicable from time to time. The Client agree that Stock Broker may introduce additional product/s from

- time to time. Brokerage fee, charges for such product/s shall be payable and agreed separately.
- 24. Client hereby authorizes Stock Broker to debit Client's account with depository services charges, bank charges on account of dishonor of cheques, stop payment instruction charges, courier/demand draft/ pay order/PGP charges, NEFT/RTGS charges, call and trade charges, SMS charges, settlement/ professional charges (for as may be applicable to NRIs), research service/message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings/follow on public offerings, rights issue,, money market instruments, etc. generally various investment avenues / products, processing fees/charges towards contract note/statement of account etc. and any other such or similar fees / charges as may become applicable from time to time.
- 25. Online confirmation will be available to the Client on the system upon execution of his order on the market or cancellation of an order placed by him through the Stock Broker's ITORS system. This would be followed by a confirmation by electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt whether delivered to him in the mail, by electronic mail or other electronic means, all confirmations of transaction or cancellation. All transactions shall be binding upon him, if the Client does not object; either in writing or via electronic mail, within 48 hours after the confirmation is first received by him. In all cases the Stock Broker reserves his rights to determine the validity of any objection to the transaction. The Stock Broker shall also send the Trade confirmation to the Client at his request, within 24 hours (time period as specified by the Client) from the time of execution of order/trade on the NEAT/BOLT system, as the case may be. The Client agrees that the information sent by Stock Broker by Contract note/E-mail/short messaging service(sms)/telephone lines is deemed to be a valid delivery of such information by Stock Broker. It is hereby specially agreed that the Client will call the Stock Broker office and to take trade confirmation from the Stock Broker. 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. In case the Client does not point out discrepancy if any within 48 hours of receiving the contract note, the same shall be treated as correct and accepted by the Client.
- 26. In case of a shortfall on account of variation in price at the time of order entry and the trade execution or for any other reason, the same shall be debited and recovered from the Client before the securities are actually transferred to Client DP account.
- 27. For execution of any purchase transaction, the Client would be required to have sufficient buying power in his account with the Stock Broker which shall be blocked at

the time of processing purchase order. The purchase order put by the Client through the Web site of the Stock Broker shall be routed through the terminal of the Stock Broker upon the payment of approximate value of securities that are to be purchased by the Client through cheque/demand draft/pay order or transfers from the payment gateway of designated bank account to the Stock Broker in advance. However Stock broker may its discretion allow purchase even if there are insuffcient funds in client account.

- 28. The Stock Broker reserves the right to cancel any order put by the Client through the Internet or otherwise without giving any reasons thereof to the Client from time to time.
- 29. The Client shall be responsible for all his orders, including any orders, which exceed the available limits in his account. If the payment is not received as aforesaid then the Stock Broker may square off said transaction, without any prior intimation to the Client. In the event of the liquidation of the account of transaction, the Client shall be liable for any resulting losses and all associated costs incurred by the Stock Broker.
- In case a sale order is placed through the system, the securities proposed to be sold may be blocked in the DP account/s of the Client.
- 31. Client will be allowed to associate/map not more than two DP accounts of the Client and shall execute a Power of Attorney in favour of a Stock Broker or Designated Depository Participant to facilitate DP account operations. The delivery shall be accepted only and exclusively from these DP accounts of the Client.
- 32. The Stock Broker may, at its sole discretion, withdraw permission of short selling if any, of securities.
- 33. All debits/charges, including but not restricted to auction charges maintained by the Stock Broker due to short deliveries made by the Client shall be fully recoverable by the Stock Broker from the Client.
- 34. If the securities are not received on or before settlement date or securities received are not in deliverable state or due to any other reason whatsoever then the securities will be auctioned or closed out as per the rules of the concerned Exchange. Consequently, Client will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange notwithstanding the fact that the Client has executed POA in favor of Depository Participant whether Destimoney or otherwise.
- 35. In case the Stock Broker is unable to recover any amount, then the Client agrees to pay the balance amount due without demur, on a demand being made by the Stock Broker in that respect. The Client also hereby authorizes the Stock Broker to debit his/her trading account and/or demat account and sell the securities of the Client to recover the amount due.
- 36. Furthermore, the Stock Broker, from time to time,

- receives late reports from exchanges reporting the status of transactions. Accordingly, the Client shall be subjected to late reports related to orders that were previously unreported to him or reported to him as being expired, cancelled or executed and the same shall be binding on the Client. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the market place.
- 37. The Client shall trade during trading hours. However, Client may make order entry off market hours, which may be pushed into the system at the start of the next trading session whenever the Stock Broker offers such facility. The Stock Broker reserves the sole right to offer and withdraw this facility at its discretion.
- 38. All Securities and/or other property in any account in which the Client has an interest or which are at any time in possession or under the control of the Stock Broker shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the Client may have to the Stock Broker.
- 39. In enforcing its lien, the Stock Broker at its sole discretion may determine which Securities and/or other property are to be sold in part or in full or which contracts are to be closed without considering current market price of Securities or Contracts or loss or profit which may accrue to the Client.
- Notwithstanding anything contrary content in the these Terms & Conditions, the Stock Broker shall have unrestricted right of lien and setoff as provided in these Terms & Conditions
- 41. All securities in the Demat account opened with the designated depository participant, shall be subject to lien for the discharge of any or all payments due to the Stock Broker or to the depository participant from the Client or any other obligation that the Client may have to the Stock Broker or to the depository participant and may be held by the Stock Broker as a security against default by the Client in respect of services already availed of by the Client.
- 42. The Client authorizes the Stock Broker to block securities against pending order or pledge securities in favor of the Stock Broker against its dues, provided that this requirement may be waived by the Stock Broker, at its discretion, by suitable modification to the terms and conditions.
- 43. The right of lien /setoff as aforesaid shall extend to the account/relationship of the Client with respect to the transactions with the associate concerns, affiliates or sister concern of the Stock Broker as though such accounts/relationships are maintained with the Stock Broker.
- 44. The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment. This extends to

any decision made by the Client on the basis of any information that may be made available by Stock Broker/its employee(s) including that on the website / trading platform / through SMS etc. The Client will not hold nor seek to hold Stock Broker or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by Stock Broker or any other agency. The Stock Broker does not represent and shall not be deemed to have represented. that the investment information is accurate or complete. The Client is aware that any information based on the research of Stock Broker or other external sources is merely an estimation of the viability or otherwise of certain investments, and Stock Broker shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decision. The Client also acknowledges that Stock Broker's employees / agents are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Stock Broker or any of its employees / agents. The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.

45. Further it is clearly understood and agreed to by Client that no service/ facility in the nature of portfolio management/ advisory services etc. are contemplated under the these presents no person working for or under Stock Broker whether dealer, relationship manager, sub-broker or authorized person is permitted to provide any services/facilities except that of order placement in trading system (subject to limitations stated above) upon directions of Client. If the Client accepts any portfolio management services/advises/ discretionary trading arrangement / facility from any person including but not limited to dealer, relationship manager, subbroker or authorized person then in that event Stock Broker shall in no way be responsible for the outcome of such services / facilities accepted by Client, and the relationship of Client with any person including with any dealer, relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between the Client and such person(s) including dealer, relationship manager, sub-broker or authorized person and Client shall have no recourse/right against Stock Broker what so ever either in law or equity. The Client assumes full responsibility with respect to all his investment decisions and transactions in his account with Stock Broker or any other account. The Client hereby agrees to use the

facilities, data and information which is provided by Stock Broker or which may become available to the Client as a result of Client's relationship with Stock Broker purely for purposes permitted by Stock Broker and only for personal use and agrees never to disseminate any information or data for any reason or purposes whatsoever except under a written authority signed by a director of Stock Broker.

46. The Client has requested and hereby authorizes the Stock Broker to consider his account with the Stock Broker and/or its group/associated companies/sister concern on a consolidated basis for the purpose determining collection/payment of dues with respect to funds and securities due to/due from/ Stock Broker and/or its group/associated companies/sister concern. The Client has represented that this will facilitate in day to day operation in movement of funds and securities. The Client has represented that he has given similar instruction to the group/associated companies/sister concern of the Stock Broker in consideration of the Stock Broker agreeing to this, the Client agrees that if any amount is overdue from/to him including the interest on delayed payment, the same shall be adjusted by the Stock Broker from dues owed to the Client by/from any of the group or affiliated/ associated companies/sister concern of the Stock Broker. Further more, any money owed by/from any group of affiliated/associated/sister companies of the Stock Broker to/from the Client shall be adjusted against the dues owed by the Client to the Stock Broker. Thus the Client authorizes the Stock Broker to make adjustments and /or to set off a part or whole of the security placed as margin/collateral, and/or any credit in account of the Client so maintained with the Stock Broker or with any of its group/affiliated/ associated/sister company of the Stock Broker against the outstanding dues in any of the account maintained by the Client either with the Stock Broker or with any of its group/affiliated/ associated/sister companies. This authorization shall be treated as standing authorization and any entry passed or adjustments done by the Stock Broker and its group / associated companies/ sister concern to give effect to this authorization shall be binding on the Client. The Client understands and confirms that this authorizations forms basis for Stock Broker to give trading limits and for any other facilities offered by the Stock Broker to the Client. Merely on the ground that the Stock Broker is required to maintain segment wise/broker wise/entity wise account of the Client, the Client shall not dispute such entries passed by the Stock Broker. For the purpose of giving effect to this clause, the Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concern.

47. PAY OUT OF SECURITIES / FUNDS:

In order to facilitate operations, the Client authorizes the Stock Broker to maintain a running account with the Stock Broker, instead of settlement to settlement

clearance of funds/securities due to the Client. The pay out of funds/securities may be retained by the Stock Broker and no interest shall be payable by the Stock Broker on such securities/funds so retained. The Client agrees that the Stock Broker shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/funds under this agreement or otherwise. On written request of the Client the Stock Broker may release the funds/securities to him. if sufficient margins in respect of his trading, across the stock exchange(s) and across the segment of the stock exchange(s) are available with the Stock Broker. However, if Client demands complete payout without closing the account then Stock Broker shall retain Rs. 1000 or any other amount as may be decided from time to time to c over monthly DP bill and other charges for maintaining trading and demat account with the Company.

48. TRANSACTIONS IN CASH AND DERIVATIVE SEGMENT:

In case of the Client undertaking the transactions simultaneously in Cash, Derivatives and Currency Derivative Segments, the Client specifically agrees:

- That the shares received from the Stock Exchange/s in the pay out of Cash segment may at discretion of the Stock Broker be transferred to the Clients Derivatives Margin Account to be utilized as margin for the Derivatives transactions that the Client may undertake.
- II] That the Stock Broker may transfer such shares purchased by the Client in the Cash Segment to the Clearing Stock Broker/Exchange towards margin requirements for Clients Derivative transactions as the Stock Broker may deem fit or expedient.
- III] The Client understands that the release of the shares held as aforesaid (as margin) and the transfer of the same to the Clients designated DP account would take up to four days and in this view, the Client agrees to give instruction to square off the relevant derivatives transaction (or to roll over the same) at least four days before the settlement date for the derivatives segment failing which Stock Broker would square off at its own discretion.
- IV] The Client hereby authorizes Stock Broker in its absolute discretion to maintain records / books of accounts for the Client separately or collectively for different exchanges / segments of the exchanges & / or any other service which the Client may be availing such as Depository Services etc. It shall be the sole responsibility of the Client to ascertain the balance of securities & /or funds in all the accounts separately and the Client shall be required to pay /make available necessary monies / funds and / or securities into any one or more such segregated / aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the Client either any

securities and / or monies / funds and the Client hereby agrees not to hold Stock Broker responsible for considering shortage of margin /security & / or shortage of pay in obligations in any account, without aggregating / summing such account with other accounts.

 NON RESIDENT INDIAN (NRI) CLIENT ACCOUNT (Not applicable to Resident Client) / OVERSEAS CITIZEN OF INDIA (OCI)

The following terms and conditions are exclusively for NRI/OCI Clients in addition to the other terms and clauses in this agreement.

- a. The Client represents and warrants that he is an NRI/OCI in terms of the definition laid down by the Reserve Bank of India(RBI) and the documents submitted, and shall, at reasonable intervals, establish to the satisfaction of the Stock Broker as well as the Bank about his continuation of the NRI status
- b. The Client represents and confirms that there is no prohibition or any restriction from or under the Laws of the land/country of his domicile, residence or workplace on carrying out on line /off line securities transactions in Indian Securities in his capacity as an NRI/OCI and the procedure of registration and/or reporting in that country, if required, shall be carried out by him without making the Stock Broker responsible for any such contravention/procedural requirement.
- c. The Client agrees to obtain/ has obtained valid approval for PIS from the Bank acting as an Authorized Dealer
- d. The Stock Broker is entitled to demand the proof and verification of requisite documents periodically, either on the request of the Bank or otherwise, with a view to establish the continuing status of the Client
- The Client shall abide by and accordingly restrict his transactions in terms of the directions of the RBI, Stock Broker and the Bank in respect of share scrips on the Ban list, Prohibited list, Caution list or carrying restrictions in terms of level of percentage (of paid-up share capital) of individual NRI holding or collective NRI holdings. In the event of such restricted transactions taking place, through oversight, or otherwise, the transactions shall be liable to be reversed and the net dues shall be settled and may be credited on non-repatriation basis to the Client's NRO account with the Bank.
- The Client's transactions through Stock Broker's terminals, whether on-line or off-line, would be subject to, apart from and in addition to Stock Exchange and SEBI Regulations, the rules and regulations laid down by the RBI in respect of NRI/OCI banking and securities transactions in general and the provisions of the Portfolio Investment Scheme (PIS) laid down under Schedule three in terms of Regulation 5 (3)(I) of Foreign Exchange Management (Transfer or issue of security by a person resident outside India), Regulations, 2002 (in its present form or as amended from time to time), in particular;

- g. At all times during the subsistence of this Agreement and thereafter until all obligations of the Client to the Stock Broker have been fulfilled, the Client agrees and confirms that he shall undertake securities transactions only from Bank that the Stock Broker designates as Authorized Dealer and with no other bank as long as this agreement subsists. This bank account shall be treated as Portfolio Investment Scheme Account (PIS Account) and only sell /Purchase Transactions shall be routed through this account with the help of the payment gateway mechanism or through offline mode. The Client shall open a separate account for payment of other charges, etc. and receipt of corporate benefits, etc.
- h. At all times during the subsistence of this Agreement and thereafter until all obligations of the Client to the Stock Broker have been fulfilled, the Client agrees and confirms that he shall open and maintain a Depository Account with a designated DP as may be so required /directed by the STOCK BROKER from time to time
- i. The Client accepts and agrees that he shall undertake only delivery-based transactions. The Client also undertakes to sell only those securities he had purchased or acquired as an NRI/OCI, where the sell proceeds are to be credited to NRE (repatriation) account
- j. The Client shall enter into a sale transaction only if he holds freely deliverable unencumbered dematerialized shares. In case a sale transaction is undertaken whereby the Client is not able to honor delivery commitment, the same shall be at the risk of the Client and the Stock Broker shall be entitled to recover all incidental costs, including but not restricted to penalties, fines, charges, etc.
- k. The Client agrees and accepts that the Stock Broker shall not be responsible for any loss or damage suffered by the Client, directly or indirectly, due to any change in the policy of the RBI, by way of new interpretations of the existing regulations or introduction of new regulations, notifications, amendment to the present regulations, schedules and their interpretations
- I. The Client agrees and acknowledges that the transactions undertaken by the Clients would be subject to the approval of the RBI through the Bank (who is the Authorised Dealer (AD). In the eventuality of cancellation of any transaction, the same shall be reversed and any loss or profit on account of such reversal shall be debited/credited to the account of the Client. In such cases Stock Broker shall be entitled to recover all incidental costs, including but not restricted to penalties, fines, charges, etc.
- m. The Client hereby indemnifies the Stock Broker and holds the Stock Broker harmless against any direct or indirect penalties, charges, losses, claims or costs, which the Stock Broker might incur/suffer as a result of delays/inaccurate execution of purchase or sale transaction for the Clients under Portfolio Investment

- Scheme of RBI under FEMA, 1999 and the Regulations thereunder.
- n. This Agreement and all contracts and transactions between the Stock Broker and the Client pursuant hereto shall be subject to the rules and regulations laid down by RBI through FEMA, 1999 or through any statute, Circular, Notification, amendment of PIS or otherwise in respect of NRI Banking, NRI/OCI securities transactions and NRI/OCI activities in general, the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.
- o. Online trading facility is not offered to Clients based in USA and Canada.

50. NOTICES AND COMMUNICATIONS:

The Client hereby agrees that Stock Broker may communicate/ send information to the Client like order placement, order confirmations, order modifications. order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements, trading / settlement cycles, delivery / payment schedules, policies, procedures, notices, frequently asked questions (FAQs) and any other documents / reports, termination notice, using any or more of the following means or methods such as post / speed post / courier / registered post / registered post acknowledgement due /facsimile / telegram / cable / e-mail / voice mails / telephone(telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Client's computer; by informing the Client through employees / agents of Stock Broker, by publishing / displaying it on the website of Stock Broker / making it available as a download from the website of Stock Broker; by displaying it on the notice board of the branch / office through which the Client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The Client agrees that the postal department / the courier company /newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the Client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail /voice mail service provider/SMS, etc. by Stock Broker and the Client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. Any communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Broker as unclaimed / refused / undelivered, if the same is sent to

the ordinary place of residence and /or the last known address of the party, in anyone or more of the ways mentioned in clauses above. The Client agrees that it is his / her/ its responsibility to review any / all information communicated including but not limited to order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements etc. communicated to the Client by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. All information contained therein shall be binding upon the Client. All notices and communications between Client and the Stock Broker shall be in English language only.

51. REPRESENTATIONS AND WARRANTIES OF CLIENT:

The Client represents and warrants to the Stock Broker that:

- a) The Client shall notify the Stock Broker within 7 days, of any change in the details set out in the KYC form submitted to the Stock Broker at time of opening the account or furnishes to the Stock Broker from time to time and shall continue to provide all details about themselves as may be required by the Stock Broker including by not restricted to PAN number or Unique Identification Number issued by SEBI and states that all details and facts represented to the Stock Broker are true.
- b) Client further declare that the amount invested/to be invested by me/ us is derived through legitimate sources is not held designed for the purpose of contravention of any act, rules, regulations or any status or legislation or any other applicable laws or any notifications, directions issued by governmental or statutory from time to time.
- c) All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to the these Terms & Conditions with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- d) Any instructions given by an authorized representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.
- e) Though the and Terms & Conditions and other documents executed by me have been divided into sections governing transactions in various segments, services, the agreement shall be binding on the parties in its entirety. Entering into the agreement and executing these Terms & Conditions, governing transactions for multiple segments/services shall not be a reason for disputing any transaction or account of Client with the Stock Broker.
- f) The Client warrants that he has, maintained and operates a valid account with designated bank for execution of orders through the E broking facilities or otherwise. The Client states that he has opened/agrees

- to open a valid and subsisting Demat account with the depository participant namely Destimoney Securities Private Limited and/or Dhanlakshmi Bank.
- g) The Client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances.
- h) Client hereby authorize Stock Broker to share his/their personal data viz. name, address, telephone and mobile numbers and other details with the holding company/ies, fellow subsidiaries, sister concerns, tie up partners, outsoucing agencies and associates of the Stock Broker to enable them to provide Client value added services, regular services and provide Client information on new products, additional offers and services.
- i) Clients hereby declare that Client/s is the ultimate operator(s) of the account and they are not related to or associated with any of the Stock Brokers employees or agent including without limitation, as a spouse or as child under 18 years and agree that if Clients become related to or associated with any of such employees or agents, Client shall promptly notify the Stock Broker of the existence and nature of such association and acknowledge and agree that the Stock Broker may, upon receipt of such notice, at the Stock Brokers absolute discretion, terminate the Account/Agreement forthwith.
- The Client agrees that Stock Broker or any service provider such as banks etc., may from time to time prescribe particular software (including but not limited to browsers, operating systems, TCP/IP protocols etc.) / devices / equipments etc and the Client agrees that such software / devices /equipments may need to be changed / upgraded to newer versions and this may require the Client to suitably reinstall / uninstall / upgrade the said facilities / device / equipments etc. at its end. Such changes may involve disruption in trading / communication of orders and may even lead to losses and the Client hereby unconditionally and absolutely agrees not to hold Stock Broker or service providers or depositories responsible on any account. All costs / charges / levies and fees incurred by the Client for the said services shall be borne exclusively by the Client
- In connection with these terms and conditions, as well as all transactions contemplated under theseas offered by Stock Broker from time to time, the Client agrees to execute and deliver documents titled "authorisations" and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the services availed by the Client from time to time. All the terms of this Agreement shall be read as part and parcel of authorizations.
- I) The Client agrees that merely by agreeing to these

terms and conditions does not entitle the Client to any service(s)/ facility (ies) from Stock Broker as a matter of right and Stock Broker may in its absolute discretion provide or decide not to provide the any one or more service(s) / facility(ies).

52. DIFFERENT DUES OF CLIENT:

The Client also authorize the stock broker to withhold transfer of shares to his account/ family accounts/ relative accounts / group accounts in case he/it fails to furnish margin cheque as demanded by the Stock broker and hold the same towards margin requirements. For the purpose of this agreement the term "Dues of Client" shall include the amount of monies payable including, but not limited to, the purchase price of the Securities, Brokerage, Margin Money, Service Tax, Turnover Tax, Auction Debit and delayed payment charges, Service charge and other amounts agreed to and payable by the Client to the stock broker.

53. INDEMNITIES:

- a) If the Client fails to notify the Stock Broker on the conditions stated in clauses 29, shall indemnify and hold the Stock Broker harmless from and against any and all claims, losses, liability, costs, expenses (including but not limited to lawyer's fees) arising from such failure.
- b) The Client agrees that the Stock Broker will not be liable for any incidental, consequential, special or indirect damages including but not limited to loss of profits, trading losses or damages that result from inconvenience, mental agony, delay or loss of the use of the Service even if the Stock Broker has been advised of the possibility of such damages.
- c) The Stock Broker shall be fully indemnified by the Client from any losses arising from execution of shares held in street name.
- d) The Client agrees to indemnify and hold the Stock Broker harmless from and against any and all claims, losses, liabilities, costs, expenses (including but not limited to lawyer's fees) arising from the Client's violation of these terms and conditions agreement, breach of any of the Client's obligation or any third party's right arising out of the services rendered by the Stock Broker on behalf of the Client pursuant to this Agreement.
- e) The Client agrees to fully indemnify the Stock Broker for any losses arising from execution of incorrect / fraudulent instructions provided by the Client and / or his representative.
- f) The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorized access or any technical difficulties. Client specifically agrees to hold the Stock Broker harmless from any and all the claims, and agrees that the Stock Broker shall not be liable for any loss, actual or perceived, caused directly by government restrictions, exchange or market

regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the internet, unauthorized access, theft, or any problem, technological or otherwise or other conditions beyond the control of Stock Broker that might prevent the Client from entering an order or the Stock Broker, from executing an order.

- g) Client further agrees that he will not be compensated by the Stock Broker for "lost opportunity" via notional profit on buy /sell order which could not be executed. Further more, in a technical environment should an error occur with respect to the tracking of any account holding or order entry, the true, actual and correct transaction or position will be restored.
- h) The Client agrees to use, such facilities/arrangement with banks /depository participants for making or receiving payment of funds/monies and/or securities, as may be prescribed by Stock Broker in its absolutely discretion including but not limited to online or offline facilities of one or more banks or depositories and Client hereby agrees not to hold Stock Broker responsible for any losses or damage which may be suffered by the Client by use of any such prescribed facilities.
- Client agrees that any loss due to any erroneous order entry /erroneous order modification shall be entertained by Stock Broker only to the extent of insurance claim received.

i) MARKET DATA:

The Client understands that the Exchange/s asserts a proprietary interest in all the market data it furnishes, directly or through the Stock Broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or reliability or content of the market information or messages disseminated to the Client or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange/s shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost. The Client shall not furnish market information provided by the Exchange/s to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost. The Stock Broker shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by Stock Broker or to any "force majeure" event (e.g. Flood, extraordinary weather condition, earthquake or any other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses, equipment or software malfunction); any fraud committed by any person whether in the

employment of Stock Broker or otherwise or any other cause which is beyond the reasonable control of Stock Broker.

54. DEFAULTAND CONSEQUENCES THEREOF:

The Client agrees that he shall be deemed to have defaulted these terms and conditions in circumstances including but not restricted to the following:

- Any delay in payment of margins, charges or delivery in respect of the transaction executed on behalf of the Client.
- ii. Any contravention of the terms and conditions on the website.
- Any misrepresentation or false statement or omission, or misleading information supplied by the Client to the Stock Broker.
- iv. In the event of default of terms and conditions by the Client, the Stock Broker shall be entitled to any or all of the following courses of action:
- a. Immediate termination of the Agreement
- b. Other remedies as may be available in terms of the law in force, at that point of time.
- c. Arbitration as per terms of the Agreement.
- d. Charge of an amount that shall not exceed the actual losses incurred by the Stock Broker consequent to the default along with the interest at market rates.
- e. The Client agrees, that without prejudice to any other remedy or right prescribed in the presents, the Stock Broker may charge daily interest at the rate of 2% per month or such other rate as may be communicated from time to time on any delay in payment of charges, margin or any other sum due to the Stock Broker as the case maybe.
- f. Further Client understands and agrees that the Stock Broker may at any time, at its sole discretion and without prior notice, prohibits or restrict his/her ability to trade in any or all securities, or to substitute securities.

55. VERIFICATION & TAPE RECORDING:

The Stock Broker may adopt any such processes or procedures to verify the genuineness of the Client, Trades and the documents submitted by the Client from time to time and Client agrees to comply with such process and procedures. Such processes and procedures may involve appointment by the Stock Broker an outside agency. Similarly such processes and procedures may be conducted by the tie up partners and/or associates of the Stock Broker.

Client agrees to Stock Broker tape-record the conversations between Client / Client's representative and Stock Broker's officers/ employees/ agents etc. in its absolute discretion, either personally or over the telephone/mobile. Such recordings may be relied upon by Stock Broker as and when required, and the Client agrees not to challenge the evidentiary value of such

recordings.

56. MODIFICATIONS:

a. The Client agrees that a modification to the information in the terms and conditions section on the website or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the Client, shall be sufficient notice to the Client, to take note of such modification.

57. EXTRA ORDINARY EVENT:

The Stock Broker and / or its agent will not be liable for losses caused directly or indirectly by government restriction, exchange or market rulings, suspension of trading, computer or telephone failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions, or any other force majeure event beyond the Stock Broker's reasonable control.

58. Other Online - Offline Products

Stock Broker may also provide various services like bidding for initial public offerings(IPO), offline and online distribution of mutual fund(other that MFSS), providing facilities pertaining to National saving certificates, government securities, post office services, fixed income product, bonds, etc. Client wants to make investments in mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. and generally to invest in various avenues / products and to redeem/liquidate any investments and wants Stock Broker to give effect to desires/ requirements of Client by giving orders/instructions (electronic/ physical/verbal) for the same and to sign any documents and /or do any and all act(s) as may be required or are deemed necessary in opinion of Stock Broker for these purposes from time to time

59. MFSS & StAR MFSS Clauses

The following terms and conditions are applicable to the Client in respect and in connection with the New MFSS facility of NSE and BSE StAR Mutual Fund Services (SMFSS) that may be availed by Client and are integral part of Client relationship with the Company. Participant shall mean Destimoney Securities Private Limited, a Company registered under the provisions of the Companies Act, 1956 and also registered with SEBI as Stock Broker at NSE and BSE and holding valid AMFI Registration Number 77543

- I Pre-requisites for becoming Client for the New MFSS facility:
- a. The Client is desirous of investing in units of mutual fund schemes through the New MFSS and SMFSS and has approached Participant to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS and SMFSS.

- b. The Client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the Client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- c. The Client has approached to the Participant with the application for availing the New MFSS & SMFSS facility.
- d. The Client has submitted relevant KYC (Know Your Client) details to the Participant.
- II Terms and Conditions for participation:
- a. The Client shall be bound by circulars issued by NSEIL, BSE, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- b. The Client shall notify the Participant in writing if there is any change in the information in the 'Know your Client (KYC)provided by the client to the Participant at the time registering as a client for participating in the New MFSS or BSE Star MFSS or at any time thereafter.
- c. The Client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- d. The Client has read and understood the risks involved in investing in Mutual Fund Schemes.
- e. The Client shall be wholly responsible for all his investment decisions and instruction.
- f. The Client shall ensure continuous compliance with the requirements of the NSEIL, BSE, SEBI and AMFI.
- g. The Client shall pay to the Participant fees 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 Participant renders to the Client.
- h. The Client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- Client agrees & acknowledges that in the event of nonperformance of the obligation by the Participant, the Client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
- j. In case of any dispute between the Participants and the Client arising out of the MFSS facility, Client agrees to approach BSE, NSEIL and / or NSCCL agrees to avail redressal facility offered by the Exchange/s.
- k. Further Client agree and affirm that Client have been advised by his/her relationship manager to obtain independent legal advise regarding KYC, agreement, terms & Condition or any other document executed. And Client is/are executing these documents under proper

guidance and knowledge completely aware of consequences and implications.

60. Sell Settlement Receivable Shares(SSRS)

Client hereby confirms that he undertake and understand following provisions w.r.t Sell 'Settlement Receivable Shares' herein referred to as "SSRS", facility offered by Destimoney Securities Private Limited (Stock Broker)which allows the client to sell the securities which the client had purchased through Stock Broker, before the same are credited to the client demat account. SSRS facility is offered to the Resident Indian Clients of Stock Broker. Notwithstanding the above, subject to the applicable laws, Stock Broker reserves the right to refuse this facility to any client or group of clients at its sole discretion and without assigning any reason. Stock Broker shall decide upon the list of securities, which shall be eligible for this facility. Stock Broker may also at its sole discretion decide to withdraw a particular security from the list without notice to the client and without assigning any reason whatsoever. This list would be subject to change at the sole discretion of Stock Broker from time to time. Under SSRS facility the quantity of securities available for sale shall be only such percentage of the quantity of securities / market value of securities, as may be permitted by the Stock Broker from time to time. Stock Broker may at its sole discretion vary the percentage, if it deems fit, without notice to the client and without assigning any reason whatsoever and the client will at the times be required to abide by such decision. The client shall permitted to sell the previously bought security under SSRS on T+1 and T+2 trading days or as specified by Stock Broker from time to time. The purchase and sale transaction of the securities under the SSRS facility will be on the same exchange i.e. securities purchased from NSE, will be allowed to be sold only on NSE, and not on BSE and vice versa. Pursuant to the client availing of SSRS facility, the securities required to meet the pay- in obligation arising out of SSRS trades would be retained by Stock Broker. The client understands and agrees that there is market risk of receiving short deliveries from exchange/ member in respect of buy transaction. In case there is short delivery from exchange / member, SSRS trade would result in shortage for which resultant financial losses would be borne by client. All cost and consequences of any auction/ closeout arising out such SSRS sell transactions shall be fully borne by the client and Stock Broker would not be held responsible for any such short delivery and consequential impact thereof. The client shall hold Stock Broker harmless for any short delivery and the consequential impact thereof. In order to recover any pending dues from client pursuant to the client availing of the SSRS facility, Stock Broker may transfer any funds/ securities pertaining to the client or may sell the client's securities. The use of this facility is entirely voluntary and facility has to be use in accordance with applicable rules/ regulations/

guidelines specified by the Securities and Exchange Board of India and other competent authorities from time to time. Stock Broker disclaims all liability for any loss caused to the client out of purchase or sale of securities through use of this facility. Stock Broker reserves the rights to change these terms and conditions at any time in accordance with the regulations specified. These Terms and Condition will be applicable for all the SSRS trades executed by the Client through Destimoney Securities Private Limited.

- 61. Miscellaneous
- Client confirms having read and accepted the terms and conditions of this Agreement and accepts and agrees to be bound by them including those excluding/limiting Stock Broker's liabilities.

- ii. The Client agrees that the failure of Stock Broker to enforce at any time any terms contained in these terms and conditions shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
- iii. If any provisions of these terms and conditions are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if any such invalid /unenforceable provisions or terms were not contained herein.

Pursuant to CDSL's operating instructions, I/we hereby confirm that I/we have complied with, and will continue to comply with, FEMA regulations and other applicable laws from time to time (applicable to NRI client).

Client Signature: \	11 / 15
Name of the Client:	

Dormant Account Policy

Client account will be considered as inactive if the Client does not trade for a period of twenty four months. Calculation will be done at the beginning of every month and those Clients who have not traded even a single time during last twelve months will be considered as in inactive. The shares/credit ledger balance if any will be transferred to the Client within one month of the identifying the Client as inactive. The Client has to make written request for reactivation of their account.

Name of the Client :		
\		
Signature : \(\)	12 / 15	

for such disruption or termination.

Voluntary Document

REGISTRATION FORM

To,
M/s Destimoney Securities Private Limited
6th Floor, A Wing, Tech Web Centre, Oshiwara,
New Link Road, Jogeshwari West, Mumbai 400 102.
I/We have to activate the following service(s) on my/our account on my/our registered email id & mobile no. with the company.
Accounts related alerts/information on my/our mobile phone number/s & email id registered with you
Market related alerts/information & inform about new products on my/our mobile phone number/s & e-mail id registered with you
I hereby irrevocably consent to and authorize the Destimoney Group Companies (hereinafter referred to as Destimoney Group) to
call or send SMS on my above mentioned mobile number. Though Destimoney Group has agreed to provide the aforesaid additional
service, I am aware that such service can be disrupted due to technical or other problems and that Destimoney Group may terminate

I understand that calls made, email or SMS sent by Destimoney Group are only suggestive in nature and for information purpose only and I/We shall not hold Destimoney group liable or responsible for any loss incurred by me on any investment decision taken by me

such service without assigning any reason or giving any prior written notice. I/We shall not hold Destimoney Group in any way liable

Sigr	nature of the Client : \	13 / 15	Date :	Place :
Note	es:			
1.	Corporate clients please provide mobile number of	of any of your	Authorized Signatory/Dir	ector.
2.	In case of any change in your mobile number kindl			
3	Corporate Clients please note that we shall not be SMS in case we continue sending SMS to Authorist Destimoney Group includes Destimoney Section Destimoney Enterprises Private Limited and all of	sed Signator urities Priva	y/Director even after such te Limited, Destimoney	person has left your organization.
	STAN	DING INS	STRUCTIONS	Voluntary Document
6th	Destimoney Securities Private Limited Floor, A Wing, Tech Web Centre, Oshiwara, v Link Road, Jogeshwari West, Mumbai 400 102.			
Der	ve been / shall be dealing through you as my brol ivative Segments and Mutual Fund. As my broke our behalf as per instructions given below.			
	ce you are issuing contract notes bearing order nun firmation slips as generated from the Trading Termi		ide numbers on a daily ba	asis, please do not issue the order/trade
us to	e direct and authorize you that you may pledge/dep o be retained in the running account etc. by you w ok exchange(s) and/or clearing corporation(s) / clea ds, obtain bank guarantee(s) and FDRs etc against	ith any perso aring house(s	on(s) including but not lims) or any other person. Yo	nited to any one or more bank(s) and/or
You	have disclosed to me/us that you do not undertake	proprietary t	rading and if ever you do s	so, you shall inform me / us of the same.
	e hereby authorize you to maintain records / books hanges and/or any other service which the Client m			r different exchanges / segments of the
Tha	nking you,			
Sigr	nature: 14/15		Client Name:	
				Voluntary Document
	AUTHORISATION TO SE	ND PASS	WORD BY SMS A	
6th	Destimoney Securities Private Limited Floor, A Wing, Tech Web Centre, Oshiwara, v Link Road, Jogeshwari West, Mumbai 400 102.			Date:
	ase send my our system generated, internet acco		as well as subsequent p	password on my following mobile
the und login pas	o, if I/We ever need to reset the password later, the SMS on the above given mobile number/email i erstand that as soon as I/We receive the system gn, as I/We am/are aware that the system generate sword as may be easy to remember for me/us, but a numeric and not my/our family member's name	same should d or on mob enerated pased d password t should not l	be sent either by an ema bile number or email id u ssword, I shall login and o may expire. I have been be easy to decipher for a	updated by me any time here after. I change it for security reasons upon first explained that I shall reset my/our new anybody else, and should preferably be

and for any security bought or sold by me based on any information, recommendation or advice provided by Destimoney Group via

phone or any other means. I shall be fully responsible for my independent investment decision.

updated in all your records and databases including trading terminal and demat account

- 1. I declare that the above is my/our personal mobile number/email id and always remain in my/our safe custody and not used by anybody else. I shall keep DSPL informed of any change in my/our mobile number/email id immediately for updating the same in databases. I am/are aware that without information for change in mobile number/email id, DSPL would not be able to send my/our password over new mobile number/email id, and would not be able to send my/our password over new mobile number/email id, and would not be able to update in records and databases.
- 2. In the event that I do not receive the password on SMS within 24 hours of account opening or request for change of password, I shall contact the customer service department of DSPL immediately and request for re-setting of my/our password.
- 3. I am fully aware of the risk of electronic loss/theft and agree to be solely liable and responsible for the same as well as for any unauthorized use/misuse of the password. I/We understand that DSPL will not be responsible in any manner whatsoever for the same.
- 4. I am fully aware that in case of change in my/our mobile number/email id anytime after opening of this account, it is mandatory for me/us to submit the photocopy of latest/last 2 months' mobile bill for postpaid connection. If I have prepaid connection, then I have to personally visit to the branch along with my/our ID proofs, i.e. PAN card or driving license and get the documents verified by the branch officials.

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Signature of the client	1	15 / 15

INFORMATION ON PREVENTION OF MONEY LAUNDERING ACT, 2002 (PMLA)

Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble. There is an Act called **Prevention of Money Laundering Act 2002. (PMLA).**

The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalise the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes. This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.

It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets. It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELIGENCE UNIT.

No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at http://www.un.org/sc/committees/1267/consolist.shtml. While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.

The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act. As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.

You are advised to go through the SEBI's master circular dated 31.12.2010 at http://www.sebi.gov.in/cms/sebi_data/attachdocs/1295933371907.pdf for detailed information and understanding and also to visit the website of FIU-IND at http://fiuindia.gov.in

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1 st Holder Mark your Preferences fo Exchange and Segments Allowed	2 nd Hor opening Trading and E BSE NSE Off Line Trading	Depository Accou	Derivati	ve	MFSS		Star I	ency Deriva
1 st Holder Mark your Preferences fo Exchange and Segments Allowed Trading Type	2 nd Hor opening Trading and E BSE NSE Off Line Trading CDSL	Cash Cash E-Confirmation	Derivati F&O Online Yes	ve Frading	MFSS (web or E	XE)	Star I	ency Deriva

Acknowledgement of receipt of Client Registration Documents

I/We hereby confirm that I have read & received the copies of the Rights and Obligations, Risk Disclosure Document, Guidance Note, forming part of this Client Registration Application Form with M/s. Destimoney Securities Private Limited.

_		
	Signature of the Client	

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 assets.	Self declaration with relevant supporting documents.

^{*}In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.

- 2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
- 3. Demat master or recent holding statement issued by DP bearing name of the client.
- 4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

Destimoney Securities Private Limited

MUMBAI (Jogeshwari)

6th Floor, A-Wing, Tech-Web Centre, New Link Road, Oshiwara, Jogeshwari – West, Mumbai – 400 102

MUMBAI (Lower Parel)

Office Number 203, 2nd Floor, Phoenix House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013.

PUNE

Office Number 102, 1st Floor, S. No. 71, CTS No. 759/54, Plot Number 262, Bhamburda, Shivajinagar, Pune - 411 004

THANE

201, Angels Paradise, Veer Savarkar Road, Near Maharashtra Vidyalaya, Thane West - 400 602

DELHI

Basement, Ground, First, Second, Third Floor, Plot No. 9, Mansarover Garden, New Delhi 110 015

BANGALORE

First Floor, Property Bearing Number 4/1, Deviah Court, 22nd Cross, 8th Main, 3rd Block, Jayanagar, Bangalore 560 011

AHMEDABAD

UL 1, 1A, 2, Sapphire, Opp. Ratnam Complex, C.G. Road, Ellisbridge, Ahmedabad - 380 006

CHENNAI

Level 7, Anmol Palani, # 88, G. N. Chetty Road, T Nagar, Chennai – 600 017

HYDERABAD

Ground Floor of 1-8-44, Gowra Plaza, Sardar Patel Road, Airport Road, Begumpet, Hyderabad - 500 003

JAIPUR

1st Floor, Laxmivilla, E52, Chitranjan Marg, C Scheme, Jaipur - 302 001

SURAT

D- 112, International Trade Center, Majura Gate, Ring Road, Surat - 395 002

KOLKATA

Jassal House, 1st Floor, Flat 13, 4A, Aukland Square, Kolkatta - 700 017

COCHII

Door Number 39 / 6800, B-3, 4th Floor, Vallamattom Estate, M. G. Road, Ravipuram, Cochin - 682 015

TRIVANDRUM

Building Number -TC 25/373 (2), 1st Floor, Opposite to Hotel Residency Tower, Press Road, Trivandrum - 695 001

BHUBANESHWAR

Plot No. 501/1741/1846, Mouza Kharvela Nagar, Bhubneswar - 751 001

AMRITSAR

SCO: 44, 2nd Floor, Above Ranbaxy Labs, Nagpal Tower -2, Dist. Shopping Center, Ranjit Avenue, Amritsar - 143 001

GUNTUR

D No 4-4-78, 1st Floor, Miracle Residency (Koritipadu Reliance Fresh), 1st Line, Chandramouli Nagar, Guntur - 522 007

CHANDIGARH

SCO 174-175, Sector 9C, Chandigarh - 160 009

KOZHIKIDE

3 / 128 J1, 5th Floor, Simax Tower, Vandipetta, West Nadakkavu, Kozhikide - 673 011

LUCKNOW

Unit Number 603, Ratan Square, 6th Floor, Vidhan Sabha Marg, Lucknow - 226 001

RANCHI

M. R. Tower, 202, 2nd Floor, Line Tank Road. Ranchi - 834 001

NAGPUR

3rd Floor, Municipal House No. 708/D, Sahni Complex, GaddiGodam Square, Kamptee Road, Nagpur - 440 001

VISAKHAPATNAM

Flat Number 202, Ram's Plaza, 2nd Lane, Dwarakanagar, Visakhapatnam - 530 016

JALANDHAR

SCO 25/26, Urban Estate, 3rd Floor, Phase 1, Jalandhar - 144 022

INDORE

220 A, Bansi Trade Center, 381 M G Road, Indore - 452 001

JHARKHAND

Shri Ram Plaza, Unit No. 218, Bank More Dhanbad, Jharkhand - 826 001

LUDHIANA

SCO-122, Feroz Gandhi Market, 4th Floor, Front Side, Ludhiana - 141 001

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