# **CLIENT REGISTRATION FORMS**

## For Trading Account

Client Name:	
Client Code	Family Group:
Fe	r Demat Account
Bo Id: 1 2 0 2 1 7 0 0	
First Holder :	
Second Holder :	
Third Holder:	



# B D SHAH SECURITIES LTD.

## Registered Office

R/701 "Rotunda", Apollo Street, Fort, Mumbai - 400023. Tel.: 022 66331251

### **Head Office**

102/B, Charmee Enclave, Off Shraddhanand Road,
Opp. Service Road, Vile Parle (East), Mumbai - 400 057.
Tel.: 022 26101817 / 26108959 / 26108942
Email: mitesh@bdshah.com • Website: https://bdshah.in

## **Account Opening Requirements**

- Pan Copy self attested (1st, 2nd, 3rd Holders)
- Aadhar Copy Self Attested (1st, 2nd, 3rd Holders)
- Bank Cancelled Cheque Copy.
- Photo (1st, 2nd, 3rd Holders)
- Nomination Details on Page No. 24
- Witnesses Details on Page Number 64 & 65
- Nominee ID Proof
- One year AMC charges + DDPI Stamp Paper Charges

  Rs.: \_\_\_\_\_/
  Rs.: \_\_\_\_\_/-

### **B D SHAH SECURITIES LIMITED**

CIN - U67120MH1997PLC111171 SEBI Reg No. INZ000200338 / IN-DP-148-2015

### Registered Office

R/701, Apollo Street, Fort, Mumbai-400 023
Tel. Numbers - 022 6633 1251 | 2272 2616 | 2272 2617
Website: https://bdshah.in

### Correspondence Office / Head Office

102/B Charmee Enclave, Opp. Service Road. Vile Parle (E), Mumbai - 400057 Tel Number- 022 - 2610 1817 | 2610 8959 | 2610 8942

Member Bombay Stock Exchange (Cash and F&O Segment)

Clearing No-044

Member National Stock Exchange (Cash and F & 0 Segment)

Clearing No-51656 Mem. ID 09934

Member Central Depository Services Limited , DP ID : 21700

### **Managing Directors**

MITESH B. SHAH • ASHISH B. SHAH
Tel. No- 022 26101817
Email - mitesh@bdshah.com.

### Compliance Officer

Praphulla H. Shetty Tel. No- 022 261 08 959 Email - praphulla@bdshah.com

### Compliance Officer of DP

Parveen Ansari Tel. No- 022 26 10 8942 Email - cds@bdshah.com

For any grievance/dispute please contact **B D Shah Securities Ltd** at the above address or Email id - ig@bdshah.com and Phone number 022 26101817 in case not satisfied with the response, please contact the concerned exchange(s)

### National Stock Exchange, Mumbai

Email id - ignse@nse.co.in Tel. Number - 022 2659 8490 /1800220058

### Bombay Stock Exchange, Mumbai

Email id - is@bseindia.com Tel. Number - 022 2272 8097

	2	UCC UPLOA	DE DETAILS	
Exchange	Ex	change	Date	Signature
BSE	O Cash	O F&O		
NSE	O Cash	O F & O		

## ACCOUNT OPENING KIT INDEX

S.No	Name of the Document	Brief Significance of the Document	Page No
	MANDATO	DRY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES	
1	Account Opening Form	A. KYC form - Document captures the basic information about	1
		the constituent and instruction/check list.	
		B. Document captures the additional information about the constituent	40
		relevant to trading account and an instruction/check list	18
2	Demat Additional KYC	Additional KYC Form for opening a demat account	22
3	Right and Obligation	Right and obligations of benifial owner & Depositories Participant as	33
		prescribed by SEBI	
4	Tariff of Demat	Document detailing the rate and amount of demat account	36
5		FACTA Annexure for Individual Account	37
6	Right and Obligation	Document stating the Right & Obligations of stock broker / trading member, sub-broker and client for trading on exchanges (including additional right & obligation in case of internet/wireless technology based trading).	38
7	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market	45
8	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	49
9	Policies and Procedures	Document describing significant policies and procedures of the stock broker	51
10	Tariff sheet	Document detailing the rate /amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	54
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12	Running Account Authorization	Maintain running balance in account, sattle fund and securities account	56
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18	Anti money laundering	Anti money laundering	67
19	Declaration	not appearing in defaulter database	70

## For 1st Holder

Know Your Client (KYC) Application form (For Inc	dividuals Only)											*	THE WAY
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C - Voter ID Card		ПП	Ш		П	]							
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E - NREGA Job Card			Ш		П	]							
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Z - Others					П	ī	(any doc	ament no	tified by	Central	Govern	ment)	
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are true and correct to the best of my/o knowledge and belief and I undertake to inform y	ur																		
of any charges therein, immediately. In case any	of																		
the above information is found to be false or untr- or misleading or misrepresenting. I am/We a aware that I/We may be held liable for it.	ue ire																		
I/We hereby consent to receiving information fro CVLKRAthrough SMS/Email adress.	m																		
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## For 2nd Holder

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Application form (For Individ	duals Only)										1	>	No.
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4. Applicant Declaration													
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are true and correct to the bes knowledge and belief and I undertake of any charges therein, immediately. In the above information is found to be fa or misleading or misrepresenting. I aware that I/We may be held liable for i	t of my to inform n case a alse or un am/We	y/our nyou ny of ntrue			, dob					product			
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Emp. Designation				-8	B D	SHA	AH S	SECURITIE	SLIM	ITED			

## For 3rd Holder

Know Your Client (KYC Application form (For I		<u>&gt;\\</u>	'=
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1. Identity Details (Please			
	Telei guidelilles ovel	near	
PAN* L	Pi	lease enlose a duly attested copy of your PAN Card	
Name* (same as ID proof)			
Maiden Name* (If any)			
Fathers / Spouse's Name'			
Date of Birth*			
Gender *	☐ Male	☐ Female ☐ Transgender	
Marital Status*	Single	Married Recently protegory and	20
Nationality *	☐ Indian	☐ Other Replications	
Residential Status*	Resident Individu	ual Non Resident Indian	
Please Tick (🗸)	☐ Foreign National	Person of Indian Origin	
	(Passport mandoatory for NR)	tis. PIOs and Foreign Nationals)	m
Proof of Identity (PO) subm	nitted for PAN exemp	pted cases (Piease tick)	
A - Aadhaar Card			
B - Passport Number		(Expiry Date)	
C - Voter ID Card			
D - Driving Lilcense		(Expiry Date)	$\square$
E - NREGA Job Card			
F-BPR			
Z - Others		(any document notified by Central Government)	
Identification Number			
2. Address Details* (Plea	se refer muidelines o	over(eaf)	
		COMMONN!	
A. Correspondence / Lod	al Address		_,
Line 1*	+++++	+++++++++++++++++++++++++++++++++++++++	41
Line 2			4
Line 3			4
City / Town / Village*		District * Pin Code*	
State *		Country*	_
Address Type* Reside	ntial / Business	Residential Business Registered Office Unspecified	
		Applicant e-SIGN	

B. Permanent residence address of a	applican	t, if di	ffere	nt fro	om abo	ove /	4/0	verseas Add	ress* (M	andatory	for NRI	Applica	int)
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Address Type* Residential / Busine	ess 🔲	Resid	ential		Busi	ness		Registered (	Office	Uns	specifie	be	17 17.
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C - Voter ID Card		$\Box$				I							
D - Driving Lilcense		П	1	П		L		(Expiry Date)	Ш.		] - [	П	$\Box$
E - NREGA Job Card		$\Pi$		П		I	$\square$						
F-BPR			I	П		I							
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4. Applicant Declaration													
I hereby declare that the details furn	ished al	hove	Т		App	lican	t e-S	IGN	T Ap	plicant 1	Wet Si	gnatu	re
are true and correct to the bes knowledge and belief and I undertake of any charges therein, immediately. In the above information is found to be fa or misleading or misrepresenting. I aware that I/We may be held liable for i	t of my to inform n case a alse or un am/We	y/our nyou ny of ntrue			, dob					product			
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Emp. Designation				-8	B D	SHA	AH S	SECURITIE	SLIM	ITED			

### CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

#### General Instructions:

- 1 Fields marked with '\*' are mandatory fields.
- 2. Tick " 'wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick ( ) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

#### A Clarification / Guidelines on filling 'Personal Details' section

- 1 Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

#### B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

Tax Identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number).

#### C Clarification / Guidelines on filling 'Proof of Identity [Pol]' section

- If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Montion identification / reference number if "2- Others (any document notified by the central government)" is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (5).

Document Code	Description
.01	identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

#### D Clarification / Guidelines on filling 'Proof of Address [PoA] - Current / Permanent / Overseas Address details' section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreement with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

### E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 in case of multiple correspondence / local addresses, Please fill 'Annexure A1'

#### F Clarification / Guidelines on filling 'Contact details' section

- 1 Please mention two-digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-999999999).
- 2. Oo not add '0' in the beginning of Mobile number.

#### G Clarification / Guidelines on filling 'Related Person details' section

Provide KYC number of related person if available.

#### H Clarification / Guidelines on filling 'Related Person details - Proof of Identity [Pol] of Related Person' section

I Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

## List of two - digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL.		
Haryana	HR	Orissa	OR		

## List of ISO 3166 two-digit Country Code

Country	Country	Country	Country Code	Country	Code	Country	Country
Afghanistae	AF	Dominican Republic	00	Libya	£Y.	Saint Pierre and Miquelon	PM
Nand Islands	AX	Equider	£C	Liechnenstein	LI.	Saint Vincent and the Grenadines	VC
Albunia	AL.	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	5M
	AS	Equatorial Guinea	60	Macao	MO		12
American Samoa		E1175.0011 (000001100				Sed Tome and Principe	
Andorra	AD	Entres	DR	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	Ħ	Madagascar	MG	Senegal	5N
Anguilla	Al	Ethiopia	ET.	Malavei		Serbiu	RS
Antarctica	AQ	Falkland islands (Mahimes)	FK:	Malaysia	MY	Seychelles	SC
Intigus and Barbuda	AG	Faroe Islands	FO	Maidives	MV	Sierra Leone	SL.
rgentina	AR	Fig.	8.	Mali	ML	Singapore	50
irmenia	AM	Finland	R	Malta	MT	Sint Maarten (Dutch part)	5x
nıba	AW	France	78	Marshall Islands	MH	Slovakia	SK
	AU		GF		MO		S
watralia		French Gulana		Martinique		Slovenia	
wstria	AT	French Polynesia	PF	Mauritania	MR	Salomon Islands	58
zerbaijan	AZ:	French Southern Territories	TF	Mauritius	MU	Somalia	50
lahamas	85	Gabon	GA	Mayotte	17	South Africa	ZA
lahrain	MH.	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	65
angladesh	ED:	Georgia	GE	Micronesia, Federated States of	EM	South Sudan	22
arbados	88	Germany	DE	Moldova, Republic of	MO	Spain	ES
elarus	BY	Gharu	GH	Monaco	MC	Sri Lanksi	LK
	BE	Gibraltar	GI.	Mongolia	MN	Sudan	SD
lelgium						A Property of the Control of the Con	
olize	02	Greece	GA	Montenegro	ME	Suriname	5R
enin	N.	Greenland	GL.	Montserrat	MS	Svaltund and Jun Mayen	54
ermuda	BM	Grinada	GD.	Morocco	MA	Sacutiland	57
hutan	RE	Guadefosper	GP.	Mozambigue	MZ:	Sweden	56
olivia, Plurinational State of	60	Guam	GU	Myanmar	MM	Switzerland	CH
onaire, Sint Eustatius and Saba	BQ:	Guatemala	GT	Namibia	NA.	Syrram Arah Republic	-37
osnia and Herzegovina	BA	Guernsey	GG:	Naunu	NE	Taiwan, Province of China	TW
otswana	8W	Guinea	GN	Negal	NP.	Tajikistan	17
ouvet Island	BV	Guinea Bissass	GW	Netherlands	NL	Tanzania, United Republic of	12
razil	88		GY	New Caledonia	NC	Tharland	TH
	10	Grayana	HI		NZ.		
iritish Indian Ocean Territory		Huiti		New Zealand		Timor-Leste	71.
Irunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicsragua	NI	Togo	TG
Sulgaria	96	Holy See (Valican City State)	VA	Niger.	NE	Tokelau	TK
lurkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	10
lurundi	81	Hong Kong	HIC	Nue	NU	Trinidad and Tobago	TT.
abo Verde	CV	Hungary	HU	Norfolk Island	NE	Tunisia	TN
ambodia	iO4	licetand .	15	Northern Mariana Islands	:MP:	Turkey	TR
ameroon	CM	India	174	Norway	NO	Turkmenistan	TM
anada	CA	Indonesia	10	Oman	OM	Turks and Calcos Islands	TC
ayman Islands	KY.	Tran; Islamic Republic of	R	Pakistan	PK	Toyalu	TV
entral African Republic	CF	Iraq	10	Palau	PW	Uganda	UG
had	TD:	Treland	拔	Palestine, State of	PS:	Alkraine	MA
hile	CL.	Isle of Man	IM.	Panama	PA	United Arab Emirates	AE.
hina	CN	Tsrael	16.	Papua New Guinea	PG	United Kingdom	GB
hristmas Island	OX.	Haly	11	Paragony	PY	United States	175
ocos (Keeling) Islands	CC	lamaca	IM.	Peru	PE	United States Minor Outlying Islands	LIM
olombia	CO	Japan	3P	Philippines	PH	Uniquey	UY
omoros	KM	Jersey	Æ	Pitcalin	PN	Uzbekistan	LIZ.
ongo	CG	Jordan	10	Poland	PL	Vanuatu	YU
ongo, the Democratic Republic of	CD	Kazakhitan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
ne .				1907-1-190	0.0	100 100 100	
ook tstands	CK	Kenya	KE	Puerto Rico	99	Viet Nam	VN
osta Rica	CR	Kiribati	80	Qutar	QA	Virgin Islands, British	VG
ote d'Ivoire ICôte d'Ivoire	ci	Korea, Democratic People's Republic	XP	Reunian IRéunian	BE	Virgin Islands, U.S.	VI
roatia	HR:	Korea, Republicat	X8	Romania	RO	Wallis and Futura	WE
	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
uba (Consess							
uraceo (Curação	CW	Kyrgyzstan	KG	Rwanda	RW:	Yemen	VΕ
yprus	CY	Lao People's Democratic Republic	EA	Saint Barthelemy ISaint Barthelemy	BL.	Zambia	ZM
zech Republic	(2)	Lithia	TV:	Saint Helena, Ascension and Tristan da Cunha	5H	Zimbabwe	ZW
enmark	DK	Lebanon	iš	Saint Kitts and Nevs	XX		
jibouti	Di	Lesotho	15	Saint Lucia	LC.		
piooni							
Dominica	DM	Liberia	18	Saint Martin (French part)	MF		

## Know Your Client (KYC) Application form (For Non-Individuals Only) Please fill the form in ENGLISH and in BLOCK letters Fields marked\* are mandatory Fields marked" are pertaining to CKYC and mandatory only if processing CKYC also ☐ Modification KYC Application Type\*: New KYC 1. Identity Details (Please refer guidelines) PAN\* Please enlose a duly attested copy of your PAN Card Name\* (same as ID proof) Date of Incorporation\* Place of Incorporation\* Date of Commencement\* Registration Number\* Private Ltd. Co. Public Ltd. Co. Body Corporate Trust/Charity/NGO HUF FPI Category I Entity Type\* Partnership FPI Category II Please Tick ( ) Government Body AOP Bank Defence Establishment Body of Individuals Society LLP Non-government Organization Others 2. Proof of Identity\* (Please refer the guidelines) Officially Valid Document(s) in receipt of person authorized to transeact Certificate of Incorporation / Formation Registration Certificate Memorandum of Articles and Association Partnership Deed Trust Deed Board Resolution Power of attorney granted to its manager, office, employees to transact on its behalf Activity Proof-1\* (For sole Proprietorship Only) Activity Proof -2" (For Sole Proprietorship Only) 3. Address Details\* (Please refer the guidelines) A. Registered Address\* Line 1\* Line 2 Line 3 City / Town / Village\* District \* State \* Country\* B. Correspondence/ Local Address in India (If different from above)\* Line 1\* Line 2 Line 3 City / Town / Village\* District \* Pin Code<sup>4</sup> State \* Country\* Applicant Digital Signature (DSC)

Proof of Address* (attested copy of any one POA to be submitted	id - *Not more than 3 months old)
Certificate of Incorporation / Formation	Registration Certificate
Latest Telephone Bill* (Landline only)	Latest Electricity Bill*
Registered Lease/Sale Agreement of Office Premises	Validity / Expirty Date of POA (Expiry Date)
Any other Proof of Address document (as listed overleaf	if)
4. Contact Details	
Email ID	Mobile No.
Tel. (off)	Mobile No.
5. Annexure Submitted	
Number of Related Persons	
6. Remarks / Additional Information	
9	
7. Applicant Declaration	-
I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any charges therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am/We are aware that I/We may be held liable for it.	
I/We hereby consent to receiving information from CVL KRA through SMS/ Email on the above registered number/Email Address	
Date :(DD-MM-YYYY) Place :	
8. For Office Use only	*
KYC carried out by*	Intermediary Details*
KYC Date  Emp. Name  Emp. Code	Self certified document copies received (Originals Verified) True copies of documents received (Attested)  AMC / Intermediary Name or Code : B D SHAH SECURITIES LIMITED

## Know Your Client (KYC)

## Annexure (For Non-Individuals Only)



Please fill the form in ENGLISH and in BLOCK letters.  Fields marked are mandatory  Fields marked are pertaining to CKYC and islandatory drify if processing CKYC also
Application Type*: New KYC Modification KYC
1. Identity Details (Please refer guidelines overleaf)
PAN*
Name* (same as (D proof)
Maiden Name* (if any)
Fathers / Spouse's Name*
Date of Birth*
Gender *
Nationality * Indian Other (Fireact paragraphs and
Related Person Type*
□ Director □ Promoter □ Karta □ Trustee □ Partner □ Court Appointed Official Proprietor
☐ Beneficiary ☐ Authorized Signatory ☐ Beneficial Owner ☐ Power of Attorney Holder ☐ Power of Attorne
Others (Please specify) Others (Mandatory if the related person is Director)
Proof of Identity (PO) submitted for PAN exempted cases (Please tick)
A - Aadhaar Card
B - Passport Number (Expiry Date)
C - Voter ID Card
D - Driving Lilcense (Expiry Date)
E - NREGA Job Card
F-BPR
Z - Others (any document notified by Central Government)
Identification Number
nonactioned and interest and the first of th
2. Address Details* (Please refer guidelines overleaf)
A. Correspondence / Lodal Address*
Line 1*
Line 2
Line 3
City / Town / Village* District * Pin Code*
State * Country*
Address Type* Residential / Business Residential Business Registered Office Unspecified
Applicant e-SIGN

B. Permanent residence addres	ss of applicant, if differen	from above A / Overseas Addres	S* (Mandatory for NRI Applicant)
Line 1*			
Line 2			
Line 3			
City / Town / Village*	Distric	Pir	Code*
State *	Count		
Address Type* Residential /	Business Residential	Business Registered Offi	ce Unspecified
Proof Address* (ættested copy of any 1	POA for correspondence and permaner	ddress each to be submitted)	
A - Aadhaar Card			
B - Passport Number			
C - Voter ID Card		(Expiry Date)	
D - Driving Lilcense			
E - NREGA Job Card		(Expiry Date)	
F-BPR			
Z - Others		Tanu donument n	otified by Central Government)
Identification Number		(any occurrent o	Antica of section second in the
Email ID  Mobile No.  Tel. (Off)  Applicant Declaration  Are true and correct to the consuledge and belief and I under the above information is found to be misleading or misrepresent aware that I/We may be held liable.  We hereby consent to receiving CVL KRA through SMS/ Email and Date:  (DE	er best of my/our ertake to inform you ately. In case any of to be false or untrue ting. I am/We are ble for it.	Tel. (Resi)  Applicant e-SIGN	Applicant Wet Signature
Place:			
5. For Office Use only In-Person Verification (IP)	// carried out by*	Intermedia	ry Details*
PV Date Emp. Name		Self certified document cop True copies of documents of AMC / Intermediary Name : B D SHAH SECURITIES	ies received (OVD) received (Attested)
Emp. Name		True copies of documents of AMC / Intermediary Name :	received (Attested)

## Know Your Client (KYC)

## Annexure (For Non-Individuals Only)

Please fill the form in ENGLISH and in BLOCK letters

Fields roarked\* are mandatory



Fields marked are perteining to CKYC and mandatory only if process CKYC also	ing .	BDS
Application Type*: New KYC	☐ Modification KYC	
1. Identity Details (Please refer guideline	es overleaf)	
PAN* Please enicose a duly attested copy of you	KYC Number :	
Name* (same as ID proof)  Maiden Name* (if any)  Fathers / Spouse's Name*		
Date of Birth*	H-HH	
Gender * Male	☐ Female ☐ Transgender	
☐ Beneficiary ☐ Authorized Signatory	☐ Trustee ☐ Partner☐ Court Appointed Official Proprietor☐ Beneficial Owner ☐ Power of Attorney Holder☐ Cross Sign (Mandatory if the related person is D	]- []]
2. Address Details* (Please refer guide	lines overleaf)	
A. Correspondence / Lodal Address* Line 1*		
Line 3		HH
City / Town / Village*	District * Pin Code*	
State * Residential / Busines	Country* Registered Office Unsp	pecified
	Applicant e	-SIGN

	AND THE PARTY OF T	SS* (Mandatory for NRI Applicant)		
Line 1*				
Line 2				
Line 3				
City / Town / Village* District	• ППП Р	n Code*		
State * Country	• [] [] []			
Address Type* Residential / Business Residential  Proof Address* (attested copy of any 1 POA for correspondence and permanent	Business Registered Off	ice Unspecified		
A - Aadhaar Card	adoress each to be submitted)			
B - Passport Number	<del></del>			
C - Voter ID Card	(Expiry Date)	□-□-□□		
D - Driving Lilcense	(Expiry Date)			
E - NREGA Job Card				
F-BPR				
Z - Others	(any document	notified by Central Government)		
Identification Number				
Mobile No.  Tel. (off)  Applicant Declaration  Are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any charges therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am/We are aware that I/We may be held liable for it.  We hereby consent to receiving information from CVL KRA through SMS/ Email adress.	Tel. (Resi)  Applicant e-SIGN	Applicant Wet Signature		
Date : (DD-MM-YYYY)  Place :				
5. For Office Use only In-Person Verification (IPV) carried out by*	Testings (19)	ary Details*		
ya nesway Lacardaya An Albaman garak	-	- WALLEY -		
PV Date	Self certified document copies received (OVD)  True copies of documents received (Attested)  AMC / Intermediary Name :			
Emp. Name				
Emp. Code				

## Know Your Client (KYC)

## Annexure (For Non-Individuals Only)

Please fill the form in ENGLISH and in BLOCK letters:



Fields marked" are pertaining to CXYC and mandatory only if processing CKYC also		BDS
Application Type*: ☐ New KYC ☐ N	Modification KYC	
1. Identity Details (Please refer guidelines over	eaf)	
PAN* Please enlosse a duly attested copy of your PAN Co	KYC Number :	
Name* (same as ID proof)  Maiden Name* (If any)  Fathers / Spouse's Name*  Date of Birth*  Gender * Male	Female Transge	ender
Nationality *		y Holder
Proof of Identity (PO) submitted for PAN exempt  A - Aadhaar Card  B - Passport Number  C - Voter ID Card  D - Driving Lilcense  E - NREGA Job Card  F - BPR  Z - Others	(6	Expiry Date)
Identification Number		
Address Details* (Please refer guidelines ov	verleaf)	
A. Correspondence / Lodal Address*  Line 1*	District *	Pin Code*

	AND THE PARTY OF T	SS* (Mandatory for NRI Applicant)		
Line 1*				
Line 2				
Line 3				
City / Town / Village* District	Р Р	n Code*		
State * Country	• [] [] []			
Address Type* Residential / Business Residential  Proof Address* (attested copy of any 1 POA for correspondence and permanent	Business Registered Off	ice Unspecified		
A - Aadhaar Card	adoress each to be submitted)			
B - Passport Number	<del></del>			
C - Voter ID Card	(Expiry Date)	□-□-□□		
D - Driving Lilcense	(Expiry Date)			
E - NREGA Job Card				
F-BPR				
Z - Others	(any document	notified by Central Government)		
Identification Number				
Mobile No.  Tel. (off)  Applicant Declaration  Are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any charges therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am/We are aware that I/We may be held liable for it.  We hereby consent to receiving information from CVL KRA through SMS/ Email adress.	Tel. (Resi)  Applicant e-SIGN	Applicant Wet Signature		
Date : (DD-MM-YYYY)  Place :				
5. For Office Use only In-Person Verification (IPV) carried out by*	Testings (19)	ary Details*		
ya nesway Lacardaya An Albaman garak	-	- WALLEY -		
PV Date	Self certified document copies received (OVD)  True copies of documents received (Attested)  AMC / Intermediary Name :			
Emp. Name				
Emp. Code				

## DECLARATION BY KARTA

Relationship of Karta	signature
th of	Signature
	San A San
any changes in them v	would be intimated
	any changes in them v

### FOR OFFICE USE ONLY

#### UCC Code allotted to the Client :

	Documents verified with Originals	Client Interviewed By	In-Person Verification done By
Name of the Employee			
Employee Code			
Designation of Employee			
Date			
Signature			

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

Seal /Stamp of the Stock Broker	
	Seal /Stamp of the Stock Broker

### INSTRUCTIONS/CHECK LIST

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

Copy of ITR Acknowledgement	Copy of Annual Account
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 document substantiating ownership of assets	Self declaration with with relevant supporting Documents.

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

- 2 Copy of cancelled cheque leaf/ passbook/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

- 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 cilent by the stock broker's staff, attestation of KYC documents by notory Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/Consulate General in th country where the client resides may be permitted.

#### 5 For Non-Individual:

- Form need to be intialized by all the authorized signatories.
- Copy of Bord Resolution or declaration (on thr letterhead) naming the person authorized to deal in securities on behalf of company/firm/others and their specimen signature.

TRADING ACCOUNT R	ELATED DETAILS	
A. BANK ACCOUNT DE	ETAILS	A. BANK ACCOUNT DETAILS
BANK NAME :		BANK NAME:
BRANCH ADD,:		BRANCH ADD.
A/C NUMBER		A/C NUMBER
A/C. TYPE: ☐ SAVING	☐ CURRENT ☐ OTHERS	A/C. TYPE: SAVING CURRENT OTHERS
MICER CODE:		MICER CODE:
IFSC CODE :		IFSC CODE:
UPI ID :		
B. DEPOSITORY ACCOU	NT(S) DETAILS :	
DEPOSITORY PARTICIPA	ANT NAME:	DEPOSITORY PARTICIPANT NAME:
DEPOSITORY NAME :	☐ CDSL ☐ NSDL	DEPOSITORY NAME : CDSL NSDL
DP ID : BENEFICIANCY ID (BO I	D):	DP ID : BENEFICIANCY ID (BO ID) :
BENEFICIARY NANE :		BENEFICIARY NANE:
C. TRADING PREFEREN	ICES:	
Please sign in the relev	ant boxes where you wish to tra	de. Please strike off the segment not chosen by you.
Exchanges	Segments	Signature
	All Segments .	CA C
	Cash / Mutual Fund	
	F&O	æ e
NSE, BSE, MSEI	Currency	PED PED
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MCX, NCDEX, BSE & NSE	Commodity Derivatives	ŒD.

Particulars	Na	me of A	Authori	ty		Mon	th & '	Year o	of Acti	on
	ľ									
DEALINGS THROUGH SUB-BR	OKERS AN	D OTHE	R STO	CK BE	OKER	s				
if client is dealing through the sub										
Sub-broker's Name			П	ĪT		$\overline{\Box}$	П			
Sebi Registration Number				Ħ		TT	Ħ	ii i	T	
Registered office Address	TITI	T	Π		ΠÏ	TT	Ħ	T		i
Phone:		$\perp$	Fax:				Н			
Website				Щ			Ш			<u> </u>
Authorised Person Name :			$\perp$	$\vdash$		$\perp$	Н		$\perp$	
Code : Address :	+++	++		$\vdash$	-	+	$\vdash$	+		$\vdash$
Whether dealing with any other s	tock broker/	sub-brok	er (if c	ase de	aling w	ith mul	tiple s	tock b	oroker	s/
sub-brokers, provide details of all		300-0101	ioi (ii ci	30.00	amig w	10.1.11.00	upic s	, tour	// OKOI	3/
Name of stock broker										
Name of sub-broker, if any							П			
Client Code		Excha	ange				П			
Details of disputes/dues pending	from/to suc	h stock b	roker/s	ub bro	ker:					
ADDITIONAL DETAILS Gross Annual Income Details(F	Diagea Saac	iful Inco	me Da	naa n	or ann	um				
Below 1 Lac 1-5 Lac 5-1				550			ore A	e on Dr	ato.	7
	V	100								
Net-worth as on (date)	Rs:			(Net-	worth s	nould r	ot be	older	than	i ye
Occupation (Please tick any or	ne give brie	f details	For Ir	dividu	ıal					
Private Sector Public Sector	Gov. Se	ervice	Busin	ess	Reti	red	Prof	fe 🔲	Self Er	nplo
Professional Agriculturist	Housew	vife	Stude	nt [	Oth	ers				
Please tick, if applicable ( for in	ndividual):									
Politically Exposed Person(PE	EP) Γ	Relate	ed to a	Politica	ally Exp	osed F	erso	n(PEF	2)	
Please tick, if applicable, for any	of your auth	orized si	anatori	es/Pro	moters	Partne	rs/Ka	rta/Tr	ustees	1
whole time directors ( for non-ind										
Politically Exposed Person(PE	EP) [	Relate	ed to a	Politica	ally Exp	osed F	erso	n(PEF	)	
Whether you wish to receive:	Physica	al contrac	t note	or [	Telectr	onic C	ontrac	et Note	e/ECN	σ.
Specify your Email id, if applicable					12.000	01110			0(20)	
Whether you wish to avail of the	facility of inte	ernet trad	ding / w	ireless	techno	ology(p	lease	speci	ify)	
Yes No	7/700001000# ST-01100007							DOT FREEDO		
Number of years of Investments	/ Trading Ex	perience								
In case of non-individual,	80	*:	-							
Details of persons authorized to o	deal in secu	rities on l	behalf o	of com	pany /fi	rm /oth	ers :			
Name										
Designation:										
PAN	UID	2								
	DOM: 11 PHY.									

Name of the Introducer:	
	roker Remisier Authorized Person Existing Client s, please specify :
Address of Introducer :	
Phone Number of Introducer :	
Signatrure of Introducer :	
and I/We undertake to inform you	ils furnished above are true and correct to the best of my/our knowlwdge and belie
and I/We undertake to inform you be false or untrue or misleading	ils furnished above are true and correct to the best of my/our knowlwdge and belie of any changes therin, immediatrly. In case any of the above information is found to misrepresenting, I am/we are aware that I/We may be held liable for it. plained and understood the contents of the documents on policy and proceducer or
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## For Individual

## Additional KYC Form for Opening a Demat Account

B D SHAH SECURITIES LIMITED

102/B Charmee Enclave, Opp. Service Road, Vile Parle(E), Mumbai-400057

(To be filled by B.D. S	hah Securities Lt	d.)												
Application No.				Date	D.	D	- 1		М.	Y		Y	Y	y:
DP Internal Reference N	lo.	0 4			70									-
DP ID			Clie	ent ID					1_					
(To be filled by the app I/We request you to op					r follow	ing de	etails:	-						
Holders Details				_	Lossi				1		_			
Sole / First Holder's Name					UID	X	Х	хх	X	х	х	X		
Second Holder's Name					UID	X	Х	x x	X	х	Х	X		
Third Holder's					PAN									
Name					UID	X	X	x x	X	X	X	X		
*In case of Firms, Ass opened in the name Unregistered Trust, et	of the natural p	ersons, th	ne name											
Type of Account (Ple	ase tick which	ever is a	pplicabl	le)	- 1									
Status					Sub -	Stat	us							
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□ NRI	NRI Rep     NRI - De	atriable Pr		O NRI		patria		romo	ter					
Foreign National	D Foreign	National	II Fore	eign Natio	nal - D	eposit	ory F	leceip	ts (	1 0	thers	(spe	cify)	
<b>Details of Guardian</b>	(in case the acc	ount ho	lder is n	ninor)										
Guardian's Name								PAN						
Relationship with the ap	plicant													
I / We instruct the DP to		Carlotte St. Co.	redit in n	ny / our a	ccount		[Aut	omati s	Cre					
I / We would like to ins my /our account withou	struct the DP to a t any other furth	accept al er instruct				in	[] Ye	s i	] No					
(If not marked, the defa	ult option would	be 'No')												
Account Statement Requirement	☐ As per 5		HV-SMEAT	□ Daily	247	Weekl			ortnig	711-24		ΠN	1ontl	nly
I / We request you	on volume of the contract	91-38-1 17-LF-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-		um-Holdir	ng Sta	temer	t at	the	ema	H II		l Yes		No
I / We would like to sha				Andrew Terrar Chin	ing 1 (Table 81)		- p. m	19625-7414	Table			Yes		□ No
I / We would like to rec (Tick the applicable box				nysical / n would b				Both	Ph	ysica	al an	d Ele	ctron	iC
I/ We wish to receive ECS (If not marked, the [ECS is mandatory for k	e default option v	ould be "	Yes')	= 75	account	as gi	ven l	elow	thro	ugh		Yes	ľ	No

Bank Details [Dividend Bank Details] Bank Code (9 digit MICR code) IFS Code (11 character) Account number Others (specify) Account type Saving 0 Current Bank Name Branch Name Bank Branch Address Country PIN code City State (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or) (ii) Photocopy of the Bank Statement having name and address of the BO (iii) Photocopy of the Passbook having name and address of the BO, (or) (iv) Letter from the Bank. ▶ In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

Other Details Gross Annual Income Details	Income Range per annum:         □ Up to Rs.1,00,000 □ Rs 1,00,000 to Rs 5,00,000 □ Rs 5,00,000 to ₹ 10,00,000         □ Rs 10,00,000 to Rs 25,00,000 □ More than Rs 25,00,000 As on Date/_/						
	Net worth as on (Date) D D M M Y Y Y Rs						
	[Net worth should not be older than 1 year						
Occupation	Private / Public Sector						
Please tick , if applicable	e:     Politically Exposed Person (PEP)   Related to Politically Exposed Person (RPEP)						
Any other information:							

SMS Alert Facility Refer to Terms & Conditions given as Annexure - 2.4	[(Mano	is not granted & you	ng Power of Attorney ( F do not wish to avail of t		
Transactions Using Secured Texting Facility (TRUST). Refer to Terms and Conditions Annexure – 2.6	have n	ead and understood the Yes No	e Terms and Conditions	umber registered for SMS Alert Faci prescribed by CDSL for the same.  IDs under my/our below mentioned	
		Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)	
• Easi	Easi al		sit our website <u>www.cd</u> ISIN balances, transaction		

### **Nomination Details**

Nomination Registration No.	Dated

I/We hereby confirm that I/We do not wish to appoint any nominee in my demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the demat account..First/Sole Holder or Guardian (in case of Minor)Second HolderThird HolderNameSignaturesNote:

	First/Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Name			
Signatures			

#### Note:

Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature [in both the cases i.e. nomination // opt out nomination -

I/We nominate the following persons who is/are entitled to receive security balances lying in my/our account, particulars where of are given below, in the event of my / our death.

	Manager 4	Nominee 2	Nominee 3
Nomination Details	Nominee 1	Nominee Z	Nomineess
Nominee Name :			
*First Name:			
Middle Name:			
*Last Name			
* Percentage of allocation of securities	0		
Equally (If not equally, please specify percentage)( or %			
Share of each Nominee			
Any odd lot after d	ivision shall be transferre	ed to the first nominee ment	
Nomination Identification Details - (Please tick any one of following adn provide details of same)	Nominee 1	Nominee 2	Nominee 3
☐ Photograph & Signature ☐ PAN ☐ Aadhaar ☐ Saving Bank ☐ Account No. ☐ Proof of Identify ☐ Demat Account ID (Optional Fields)			
Address:			
City State Pin Country Mobile No. / Telephone No. (Optional Fields) Email ID: (Optional Fields) FAX No. (Optional Fields)			

*Relationship with the BO :	
To be filled only if nominee(s) is a min	
Date of birth (Mandatory if Nominee is a minor) dd-mm-yy	
Name of the Guardian of Nominee (if Nominees is a minor) First Name	
Middle Name	
Last Lame	
Address of the guardian of nominee :	
City	
State	
Pin	
Country	
PIN	
Age	
Mobile No. / Telephone No. (Optional Fields)	
Email ID : (Optional Fields)	
FAX No. (Optional Fields)	
Relationship of the Guardian with the Nominee	
Guardian Identification details - (Please tick any one of following and provide details of same) □ Photograph & Signature □ PAN □ Aadhaar □ Saving Bank account no. Proof of identity □ Demat Account ID (Optional Fields)	

### \* Marked is Mandatory field Note:

Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature [in both the cases i.e. nomination /negative nomination

Details of the Witness	Witness Details
Name of witness	
Address of witness	
Signature of the witness	

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

I / We have received and read the Rights and Obligations document and terms & conditions 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.	CD CD	Œ3	<b>L</b> D

(Signatures should be preferably in blue ink)

## Additional KYC Form for Opening a Demat Account

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I/We request you to				_	-	ac r	er fo	llowi	o det	aile.				
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RBI Registration No. (If Ap	oplicable)				HARA-S	pprov	ral date	,		t	1			
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Dank Details [Dividi	enu bank be	cansj				
Bank Code (9 digit MICR code)						
IFS Code (11 character)						
Account number						
Account type	☐ Saving	Current	Others (specify)	*		
Bank Name						
Branch Name						
Bank Branch Address						
City		State	Country	PIN code		

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- (ii) Photocopy of the Bank Statement having name and address of the BO
- (iii) Photocopy of the Passbook having name and address of the BO, (or)
- (iv) Letter from the Bank.
  - In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the Document.

Other Details								
Gross Annual Income Details	Income Range per annum:   Up to Rs 1,00,000							
Please tick If any of the au exposed Person(PEP) or Rela	thorized signatories / Promoters / Pa ated to Politically Exposed Person (RI	artners / Karta / Trustees / Whole Time PEP) . Please provide details as per ar	Directors is either Politically nexure 2.2 A.					
Any Other information:								
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	Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)					
Easi	Sent of the State	visit our website www.cdslindia.com is ISIN balances, transactions and value	of the					

I/We have <u>received and read</u> the document of 'Rights and Obligation' of BO-DP' (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and terms & conditions and agree to abide by and be bound 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.

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# Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL [SMS Alerts will be sent by CDSL to BOs for all debits]

#### 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, Dalai Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
- 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- '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.
- 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.
- 5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

## Receiving Alerts:

- 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.
- The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/suffered by the BO on account of opting to avail SMS alerts facility.
- 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 compliants@bdshah.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.
- 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.

- 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:

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).

(Ple	ase write your 8 digit DPID)	(Plea	ase write your 8	digit Client ID)		
Sole / First Holder	r's Name:	261.54				
Second Holder's	Name :					
Third Holder's Na	me :					
Mobile Number o	n which messages are to be	sent +91				
(Please write only	the mobile number without pr	refixing country or	ode or zero)			
	er is registered in the name of	100	303120107			
Email ID:	T)					
(Please write or	nly ONE valid email ID on whice	h communication;	if any, is to be s	sent)		
Signatures	Sole / First Holder	Secon	nd holder		Third Holder	
Place:					Date:	

Terms And Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL

#### 1. Definitions:

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

- "Depository" means Central Depository Services (India) Limited (CDSL)
- ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
- iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.
- iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
- "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.
- The service will be provided to the BO at his / her request and at the discretion of the depository provided the
  BO has registered for this facility with their mobile numbers through their DP or by any other mode as
  informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the
  information provided by the BO to the Depository
- The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
- 4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
- The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.
- 6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
- The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the
  instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to
  have been executed by all joint holders.
- The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST.
   If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
- 9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP
- The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
- 11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such respon after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.

- 12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.
- Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.
- 14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.
- The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.
- 16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.

### 17. Indemnity:

In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

#### 18. Disclaimer:

Depository shall be absolved of any liability in case:-

- There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- b. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
- There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

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

#### General Clause

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

#### Beneficial Owner information

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

#### Fees/Charges/Tariff

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

#### Dematerialization

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

# Separate Accounts

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

#### Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

 The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

#### Statement of account

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

#### Manner of Closure of Demat account

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

# Default in payment of charges

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

# Liability of the Depository

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

#### Freezing/ Defreezing of accounts

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

#### Redressal of Investor grievance

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

#### Authorized representative

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

#### Law and Jurisdiction

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

<b>∠</b> n	<b>∠</b> D	<b>L</b> D	
1" Holder Signature	2nd Holder Signature	3" Holder Signature	

# **TARIFF**

	INDIVIDUAL	NON INDIVIDUAL & NRI
A/C. Opening Charges	NILL	NILL
A/C. Maintenance Charges	Rs.400/- Per Annam	Rs.1000/- Per Annam

	With B.D.Shah Securities Ltd.	Rs.20/-		
ON Market (Sale)		% of Valuation	Minimum (Rs.)	
	Outside B.D.Shah Securities Ltd.	0.04%	Rs.30/-	
OFF Market (Debit)	0.04%	Rs.30/-		
Inter Depository (Debit)		0.04%	Rs.30/-	

Demat Charges	Rs.35/- Per Request + Rs.2/- Per Certificate	
Remat Charges	Rs.30/- Up to 100 S	Shares + Rs.15/- Per 100 Shares
		Minimum (Rs.)
Pledge / Un-Pledge / Invocation / Revocation		Rs.50/- Per ISIN
Margin Pledge / Un-Pledge / Invocation		Rs.25/- Per ISIN
CUSPA Pledge / Un-Pledge / Invocation / Confiscation		Rs.20/- Per ISIN

Holding Statement (Extra)	Rs.15/-
Delivery Instruction Book (DIS) (Extra/Lost)	Rs.25/- Per Book

# **Terms and Conditions**

- 1. AMC will be collected advanced on yearly basis, at the beginning of each financial Year.
- 2. Service Tax will be levied on the bill amount and on Education Cess as per applicable.
- Instruction Slip must be submitted at least 24 hours before the execution date.
- 4. Unused instructions slips must be submit in DP when the account is closed.
- You must pay your dues as well as charge for execution of last instruction before transferring all securities from account. B.D.Shah. Securities Ltd reserves the rights to withhold your Delivery Instruction.
- 6. Transaction-cum-billing statement will be sent on monthly basis on your Designated Email Id.
- 7. Tariff can be revised from time to time as may be decided by the Board of Directors.

. /Mrs. /Miss/M/s Having BOID: 12021700				
Accept the above mentioned	Tariff.			
	ES ES	C)		
1st Holder Signature	2nd Holder Signature	3rd Holder Signature		

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

# FATCA Annexure for Individual Accounts (Mandatory) Details under FATCA and CRS (see instructions)

BOID:	UCC CODE :			
	1st Holder	2nd Holder	3rd Holder	
1. NAME				
2. PAN				
3. Occupation Type				
4. Nationality				
5. City of birth				
6. Country of birth				
I / We am / are tax res	ation - Tick anyone, as app ident of India and not resides esident of the country/ies n		r	
Country				
Tax Identification Number				
Identification Type (TIN or Other (please specify)				
		en/ green card holder of USA e, kindly provide functional of		
Certification				
hereby confirm that the in	formation provided by me / u	his Form (read along with the us on this Form is true, corre A-CRS Terms and Conditions a	ct, and complete. I / We als	
Signature	C)	<u>Æ</u> 2	ÆD.	
Name				

# **FATCA Terms and Conditions**

Details under FATCA-CRS/Foreign Tax Laws: Towards compliance with tax information sharing laws, such \* as FATCA and CRS, we would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if we do not receive a valid self-certification from you) we may be obliged to share information on your account with relevant tax authorities. If you have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Towards compliance with such laws, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).

# Annexure - 4

# RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS as prescribed by SEBI and Stock Exchanges

- 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.
- 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

- 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 nonmandatory, 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/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

#### DISPUTE RESOLUTION

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

# TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

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

# ADDITIONAL RIGHTS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
- 37. "The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power or Attorney (PoA) or Demat Debit and Pledge Instruction (DDP) or deny service to the client if the client refuses to execute PoA or DDPI."

# ELECTRONIC CONTRACT NOTES (ECN)

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

43. 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

- 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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

# INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT (All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

- 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.
- 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.
- 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.
- 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.

# Annexure - 5

# RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

#### BASIC RISKS:

# 1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity: Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price

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

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

# 1.3 Risk of Wider Spreads:

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

# 1.4 Risk-reducing orders:

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

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

#### 1.5 Risk of News Announcements:

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

#### 1.6 Risk of Rumors:

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

# 1.7 System Risk:

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

- 1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason. 1.8 System/Network Congestion:

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

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

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

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

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

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

# 2.2 Currency specific risks:

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

# 2.3 Risk of Option holders:

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 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:

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

# 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.

# 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.

# Annexure - 6

# 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.
- 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.
- Don't share your internet trading account's password with anyone.
- 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

- 18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
- 19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/subbroker 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

#### POLICIES AND PROCEDURES FOR CLIENT DEALING

Pursuant to SEBI's Circular MIRSD/SE/Cir-19/2009 dated December 3, 2009:

#### 1 Refusal of order for Penny stocks:

B D SHAH SECURITIES LIMITED (herein after referred as BDSSL) shall have the absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks having low liquidity, illiquid "options", far month "options", writing of "options", stocks in T, TS, Z and B2 category and any other contracts which as per the perception of BDSSL are extremely volatile or subject to Market manipulation.

BDSSL may permit restrictive acceptance of orders in such scripts /contracts in controlled environments like orders received from clients being forwarded by branches to a centralized desk at HO instead of allowing trading in such scrips/Contracts at branch level or through Online trading platform. BDSSL shall not be responsible for delay in execution of such orders and consequential opportunity loss or financial loss to the client.

BDSSL may cancel orders in such scripts received from clients before execution or after partial execution without assigning any reasons thereof. BDSSL may take appropriate declarations from the clients before accepting such orders.

BDSSL shall have the prerogative to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities / contracts through BDSSL itself.

#### 2 Setting up client's Exposure limits:

**Purchase Limit:** BDSSL may provide an exposure limit for intraday and delivery based purchases by a client which would be a multiple (varying between one to ten times) of the clear ledger balance in the account of the client plus value of paid up collaterals computed after appropriate haircut and / or Rs. 100000/- whichever is higher. The value of the "multiple" and the "haircut" shall be decided by BDSSL based on Market Volatility and quality of collaterals.

**Sell Limit:** BDSSL may provide a sell limit to the client equivalent to the value of securities held by the client in his POA enabled Demat account plus the collateral held by BDSSL on behalf of the client in its Beneficiary and Margin Pool account after making appropriate adjustments for the unsettled delivery positions of the client.

Exposure for F&O: BDSSL may provide exposure for F&O based on availability of initial margin (SPAN + Exposure) in the form of cash and approved securities (with appropriate hair cut).

Client-wise differential Limits: BDSSL shall have the prerogative to allow differential purchase limits and sell limits varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

# 3 Applicable Brokerage Rates

The rate of Brokerage shall not exceed the maximum brokerage permissible under Exchange bye-laws, rules & regulation.

The slab rates of brokerage fixed by BDSSL are function of the quality and cost of services provided to the client and the volume and revenue expected from an account. It shall be reviewed by the BDSSL from time to time and may be increased with prospective effect at a notice of 15 days sent to the E-mail address or postal address of the client registered with BDSSL.

# 4 Imposition of Penalty / delayed payment charges / other charges:

Pursuant to Exchange Bye-laws, the Member broker is currently required to make pay- in of funds to the Exchange by T+2 mornings and arrange delivery of securities to the Exchange latest by T+2 morning. Further Member broker is also required to maintain adequate upfront margins with the Exchange to avail exposure for trading. The Exchanges have also defined the ratios in which the cash and collaterals are to be deposited and maintained by the Member broker. In addition the Exchange requires the member broker to deposit some of the margins like MTM, in Cash only.

In order to manage its working capital, BDSSL requires fullest cooperation of the clients in meeting their respective obligation towards pay in and margins.

BDSSL is therefore authorized by the client to charge a delayed payment penalty, not exceeding 2% per month, on account of delays/failure by the client in meeting the pay-in obligations on the scheduled date and also where the clients take exposure in F&O segment by depositing collaterals in a ratio which is disproportionate to the Cash versus collaterals ratios prescribed by the Exchanges. While levying delayed payment charges or interest on the debit balance in the running account of a client, BDSSL shall not consider any credit balance in the other family or group account of the client.

#### Penalties levied by Exchanges:

Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client-wise exposure limits, client-wise shortfall in F&O Margin and for other reasons which may be defined by the Exchange from time to time. BDSSL is therefore authorized by the client to pass on any penalty imposed by the Exchange/SEBI and or any other regulatory authority to the client, which arises on account of the client

# Interest Free Deposits:

BDSSL provides exposure against the upfront margin received in the form of cash / collateral from the client

and the client also has the prerogative to demand withdrawal of cash and collaterals at his discretion, BDSSL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with BDSSL

5 The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement/margin obligation)

BDSSL shall have right to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is a delay/ failure of the client to meet the pay-in obligations and / or there is a failure of the client to bring additional margins to cover the increase in risk in the dynamic market conditions.

#### a Unpaid Securities in Capital Market:

i)In case of unpaid obligation on T+3, BDSSL may sell the unpaid/ partially paid securities. In addition BDSSL may sell the collaterals deposited by the client towards margins and/ or paid securities purchased by the client in earlier settlements where the sale of proceeds of unpaid securities are inadequate to cover the pay-in obligations and/ where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.ii)BDSSL may follow the LIFO method for liquidation of securities but it may not binding on it to follow this method in all cases.

#### b The margin shortfall in F&O:

- Positions of the client may be closed out to the extent of margin shortfall on the T+1 basis.
- While computing margin shortfall, value of unapproved securities—shall not beconsidered.iii)As per the current Exchange requirements, the Member Broker is required to maintain a 50:50 ratio between cash and collaterals margin deposited with the Exchange. BDSSL shall therefore have the prerogative to insist for at least 50% of margin in cash and may not consider the value of securities over and above the cash component for the purpose of calculating margins shortfall and close the F&O position where it finds the deviation. However, sales made in capital market segment are not considered while closing F&O positions on T+1 basis due to margin shortfall.

#### c Intra-day Positions:

BDSSL shall have right to close out any intra-day positions taken by the client after a defined "cut-off" time (Presently not implemented).

#### d General:

- While selling the securities/ closing the clients positions, BDSSL may take into account the sales made by the client, positions closed by the client or collections received from the client till a cut-off time (presently not implemented)
- ii) While selling the securities/ closing the clients positions, BDSSL may not take into consideration Cheques/Bank drafts/Pay orders deposited by the client with BDSSL until clear proceeds of such instruments are received by BDSSL in its bank account.
- iii) BDSSL shall have the right to sell client's securities or close out client's open positions but it shall not be under any obligations to undertake this exercise compulsorily. BDSSL shall therefore not be under any obligation to compensate/ or provide reasons of any delay or omission on its part to sell client's securities or close open positions of the client.

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

BDSSL shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to defaulter seller and compensate the impacted purchaser as per the policy.

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

#### a All Markets:

Where client is not having adequate margins as per conditions defined in Risk Management policy under Section 2.

#### b Capital Market:

- Where the client has not able to meet his pay-in obligation in cash by the schedule date of pay-in irrespective of the value of collaterals available with BDSSL.
- Clear proceeds of the cheque deposited by the client to meet the pay-in obligations have not yet been received by BDSSL.
- iii) Client is trading in "illiquid" scrips and volumes in his account exceed internal cut off limit fixed by BDSSL.iv)BDSSL exposure at "house level" in a specific scrip / contract exceeds the internal limits fixed by BDSSL.

#### c F&O:

- i) Where the client has not met Market to Market loss in cash
- ii) Where the "open" positions in a contract exceed or are close to market wide cut-off limits
- iii) Where the client's position is close to client-wise permissible "open" positions

#### d INTRADAY:

Clients will not be able to place intra-day orders after a cut-off time fixed by BDSSL. (Presently not implemented)

Event Based: Where based on happening of an event, BDSSL has the risk perception that further trading in the securities/ contracts may not be in the interest of its clients and/or the market.

#### 8 Temporarily suspending or closing a client's account:

- BDSSL may carry a periodic review of the client accounts and may suspend the accounts from Trading in the following circumstances: \*Where the client is inactive for more than 3 Months
- Where the client has not cleared the naked or uncovered debits with in prescribed time.
- Where the account is under investigation by any regulatory body.
- Based on the recommendations made by the Branch Manager due to excessive speculations, un-cleared balances.
- Physical contract notes are received back undelivered due to reasons like "no such person", "addressee" left, refusal to accept mails, POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicion, after close out of the open positions.
- ★ ECN failed (Bounced email) on more than 3 instances until client submits and registers new email id.
- Non delivery of the Statement of Account sent on periodic basis.
- Non updation of communications details viz., email id, Mobile no, Land line details or it is found to be belonging to a third person.
- Client lodges a compliant either directly with BDSSL or through Exchange relating alleged unauthorized.
   Trades being executed in the account.
- On notices received from statutory, Government or Local authorities and Income Tax, Service Tax, a Judicial or a Quasi Judicial authority, etc
- \* Where a client is reported to or known to have expired.
- BDSSL may also suspend the account based on the written request received from the client.

#### 9 Deregistering a client

\*BDSSL may de-register the client account based on action taken by SEBI/NSE/BSE/FIU and other competent legal entities or being part of list of debarred entities published by SEBI.\*BDSSL may also initiate action for deregistering a client on basis of information found in sites of CIBIL, Watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.,\*BDSSL shall have right to close out the existing positions, sell the collaterals to recover its dues, if any, before de-registering the client.\*BDSSL may freeze the assets of the client where it deems prudent, at time of deregistering a client.\*BDSSL shall have the right to deregister a client after serving a 1 month written notice without assigning any reason thereof.

# 10 Client declared inactive by passage of time:

Any client who has not traded continually for a period of 1 year and has also not renewed his running account authorization for 2 continuous years will automatically be moved to the "Inactive" category.

#### 11 Process for returns of clients funds and securities in inactive account

- All the securities of the client are transferred into the last known demat a/c of the client.
- ii) All the funds of the client are returned to the client.
- iii) In case the demat account/ bank account details are not available and the client is not contactable, the securities/ funds are transferred into a separate account of BDSSL and held till such time BDSSL hears from the client or their representatives.

iv)Trading in the client account is stopped.

# 12 Process to reactivation the client:

The client is expected to write to BDSSL requesting for activation of the account, based on which the account would be activated after due diligence by BDSSL.

This policy has been adopted by B D SHAH SECURITIES LIMITED as on 1April 2010 and may have been revised over time. Latest version of the policy is available at website: https://bdshah.in

	CD C	
	Signature of the Client	
Name:		
Place:		
Date:		

# **BROKERAGE AND STATUTORY CHARGES**

Further, I agree to the following terms of doing business

# BROKERAGE

SEGMENT	SQ. 0	OFF %		FF MIN PS)	SETTLE	MENT %	SETTLEMENT MIN (PS)	DELIVERY (PS)	DELIVERY (MIN(PS)
	BUY	SELL	BUY	SELL	BUY	SELL			
BSE CASH									
BSE F&O									
NSE CASH									
NSE F&O									

The above given brokerage will be inclusive / exclusive of the following charges.

# STATUTORY CHARGE

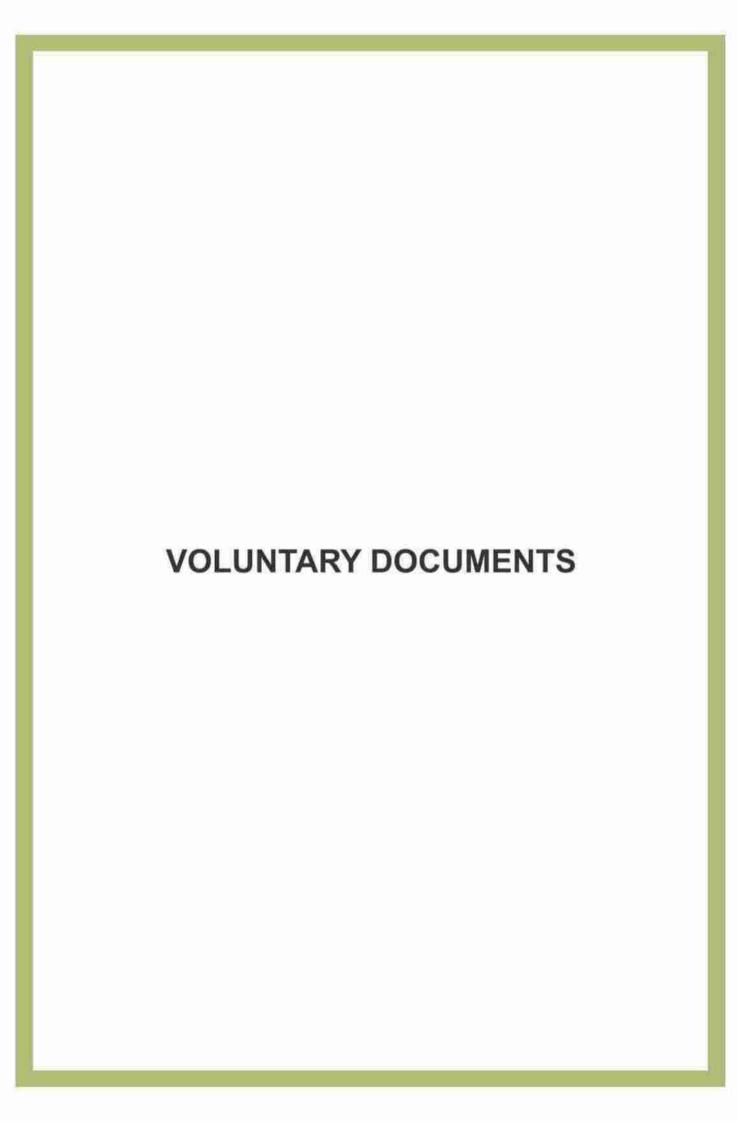
	<b>BSE CASH</b>	BSE F&O	NSE CASH	NSE F&O
TRANSACTION CHARGE				
SQ. UP STAMP DUTY				
DEL. STAMP DUTY				
STT				
SERVICE TAX				

# NOTE:

- INTER SETTLEMENT /DP TRANSACTION CHARGES ARISING OUT OF PURCHASE/SELL TRANSACTION EFFECTED BY CONSTIUENTS WILL BE DEBITED TO CONSTITUTE ACCOUNT.
- 2) THE STATUTARY CHARGE ARE SUBJECT TO CHANGE BY THE REGULATORY AUTHORITIES OR GOVERMENTS AGENCIES.
- 3) CUSTOMERS WILL GET DIGITAL CONTRACT NOTES ON THEIR EMAIL ID MENTIONED IN THE ACCOUNT OPENING FORM.
- IN CASE CUSTOMER WANT OLD DUPLICATE CONTRACT NOTES AND OTHER RELATED DOCUMENTS IN PHYSICAL MODE, DOCUMENTS HANDLING CHARGE OF RS. 100/- PER STATEMENT WILL BE LEVIED.

	SIGNATURE OF THE CLIENT	<u>Æ</u> n
NAME OF CLIENT:		
DATE:		

FOR OFFICE USE ONLY UNIQUE CONSTITUENT CODE: ( to be inserted by the brokerage firm)				
ENTERED BY		-		
AUTHORISED BY				



# ALERT REGISTRATION FORM

To.

# **B D Shah Securities Limited**

Vile Parle (East), Mumbai-400057

Subject : Registration for availing SMS & E-mail alert facility By Stock Exchange and depository

I/We am/ are
desirous of availing the alert facility (ies) offered by stock exchange and Depository in accordance with SEBI Circular dated August 2, 2011 (Reference No. CIR / MIRSD / 15/2011), in respect of my Trading Account Number: and BOID: with B D Shah Securities Ltd.
lem:lem:lem:lem:lem:lem:lem:lem:lem:lem:
Mobile Number:
Name of Person:
Relationship with Client: Self Dependent Spouse Dependent Child Dependent Parents Designation: (Only for Non Individual)
EMAILId:
Name of Person :
Relationship with Client:   Self Dependent Spouse Dependent Child Dependent Parents
Designation:(Only for Non Individual)
I/We here by confirm that above mentioned details provided by me/us true & correct. I/We authorized BDSSL for Submission / uploading above details to the Stock Exchange and Depository.
I/We undertake to promptly notify BDSSL of any change in the aforesaid information and I/We understand that I/We shall have to re-register for this facility if I/We change my/our Mobile Number and /or Email id.
I/We understand the exchange will active the above mentioned facility only on completion of necessary validation by the Stock Exchanges and Depository by obtaining My/Our confirmation to commence this facility at their end with me/us.
I/We here by confirm that BDSSL and any its associates/Define affiliates shall have no liability to me/us whether in contract, otherwise for any direct, Indirect or consequential loss or damage which may be suffered by me/us in connection with the email/SMS Alert facility referred under this letter.
Thank You
Name :
Date :
Place :

# RUNNING ACCOUNT AUTHORIZATION

To,

#### B D SHAH SECURITIES LIMITED

I/We are dealing through you as a client in capital market and/or Future and Option segment and/or currency derivative and/or interest rate future segment and in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

- I/We request you to maintain running balance in my account & retain the credit balance in any of
  my/our account and to use the unused funds towards my/our margin/pay-in/other future
  obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we
  instruct you otherwise.
- I/We request you to retain securities with you for my/our margin/pay-0in/other future obligation(s)
  at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to
  transfer the same to my/our account.
- I/We request you to settle my fund and securities account ones in monthly, or ones in quarterly, or such other higher period, as allowed by SEBI/Stock Exchange time to time expect the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4. In the case i/we have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligation and may also retain funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.
- I/we confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.
- 6. I/we understand that this authorization can be revoked by me/us anytime by giving a written intimation to this effect at the registered/corporate office of the broker. However, the revocation shall be effective prospectively from the date of its receipt and shall not affect the rights of the broker to take necessary actions under this authorization with respect to the outstanding obligations of already executed transaction till the date of receipt of the revocation intimation.

Thanking You	ı, Yours Faithfully,	
L <sub>D</sub>		
	Signature	
Name :		
Client Code :		
Date:		

# REQUEST LETTER ELECTRONIC COMMUNICATION

# B D Shah Securities Ltd, Mumbai

Sub: R	equest to M/s. B D SHAH SECURITIES LIMITED. (hereinafter referred to as BDSSL) for sending the
contract	t notes, bills, ledgers, transaction statements, reports letter, circulars, notice, statement of accounts for
funds/se	ecurities, etc. electronically on

Email Id :			
Ref Client code:	Signature	<b>L</b> D	

As you are aware, I /we have signed KYC with you and submitted to you Client Registration Form for commencing the dealings through your trading terminal. It has been informed to me/us that there is a facility for receiving the contract notes, bills, ledgers, transaction statements, reports letters, circulars, notices, statement of accounts for funds/securities etc. through the electronic mode I.e. e-mail. Since the facility for sending the same through electronic media is available, I/we hereby request you to send me/us the contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices statements of accounts for funds/securities etc. electronically on above mentioned e-mall id. I/we hereby agree to the following terms and conditions and undertake to complete the necessary formalities as advised by you from time to time.

- I/we hereby agree to complete the necessary formalities required to comply with the provisions of the Information Technology Act, 2000 and the procedure prescribed for receiving the electronic contract notes, bills, ledgers, reports, letters, circulars, notices, statement of accounts for funds/securities etc. In respect of trades / transactions done through the terminal of BDSSL.
- 2. I/we shall provide my/our e-mail id to enable the BDSSL to send the Electronic Contract Notes, bills, ledgers, margin statement, transaction statements, reports letters, circulars, notices, statement of accounts for funds/securities etc. from time to time to me/us through the software installed at the BDSSL end and I/we shall initially download the specified software (Signature Verification Utility) or any other software as may be advised by BDSSL from time to time and the same shall be used for receiving, viewing, storing the digital contract notes, bills, ledgers, reports, letters, circulars, notices, statement of accounts for funds, securities, etc. that shall be sent by the BDSSL from time to time In respect of the trades / transactions that have been executed for me/us through the terminal of the BDSSL.
- 3. I/we shall access the contract notes/confirmation of the trades executed on my/our behalf on the trade date electronically through e-mail or website: https://bdshah.in or such other means /mode as may be provided by BDSSL from time to time. I/we understand that it is my/our responsibility review, upon receipt, whether delivered to me/us by-mail or any other electronic means, all confirmations, contract notes, statement of accounts for funds/securities and other communications including but not limited to margin and maintenance calls. Further, the ECN will be available for such time as specified from time to time at the designated location. I/we will be required to save/print/download the contract note for archiving.
- 4. That in case I/we experience any difficulty in opening a document electronically delivered by the BDSSL, the BDSSL may make the required delivery by any other electronic means i.e., e-mail, electronic attachment or in the form of an available download from the back office website or in paper based format

	A.
Signature:	

- That in case when the BDSSL is not able to provide contract notes to me/us through internet due to any unforeseen problem, the BDSSL should ensure that the contract note reach me/us in 'physical form as per the time schedule stipulated in Bye-laws, Rules, Regulations of the stock exchange.
- I/we shall take all necessary steps to 'ensure confidentiality and secrecy of the login name & password.
- I/we shall be responsible for unauthorized access of my/our e-mail and subsequent tampering of
  Electronic Contract notes, bills, ledgers, reports, letters, circulars, notices, statement of accounts for
  funds/securities, etc, sent by the BDSSL to the e-mail ld of me/us from time to time.
- I/we agree that BDSSL fulfill its legal obligation to deliver to me/us any such document sent via electronic delivery.
- 9. I/We' agree that the BDSSL will not be responsible for non-receipt of documents sent via electronic delivery due to change In my/our e-mail address which in not informed to BDSSL and also agree that the BDSSL shall not take cognizance of out-of-office/ out-of- station auto replies and I/we am/ are deemed to have received such electronic mails.
- I/we agree that non-receipt of bounced mall notification by the BDSSL shall amount to confirmation of delivery of the contract note at my/or e-mail Id.

he above terms and conditions are in addition to and not in contravention of the terms and conditions forming a part of the KYC signed by me/us.

Please consider the request and do the needful.

	<b>∠</b> D	
	Signature	
Name of Client :		
Date :		
Place:		

# LETTER OF AUTHORITY

# B D Shah Securities Ltd, Mumbai

Dear Sir,

Sub: Our dealings on the Capital Market Segment/Futures & Options Segment of the BSE/NSE.

With reference to the captioned subject I/We request you to kindly note the following points for smooth conduct of business operations:

- You are requested to kindly note that the orders placed / modified / cancelled by me should NOT be noted in the order book, as that is a time consuming affair and may lead to loss due to non-execution of the orders in time due to the formalities involved.
- 2. Thereby authorize you to accept verbal instructions for placement / modification / cancellation of orders.
- You are free to adjust debits/credits in between of my accounts, viz. (a) BSE Capital Market (CM) and F&O
  (Futures and Options), (b) NSE CM and F&O (c) Primary and debt market, (d) Depository Account, (e) any
  other account maintained by me in any name or form with yourselves.
  - These adjustments mentioned in the accounts (a) to (e) above may be done by passing a Journal Entry, Bank Entry or any other manner or fashion that you deem fit without our specific confirmation.
- 4. I/We authorize you to issue me/us daily bill for transactions in F&O segment of BSE/NSE.
- 5. I/We am/are aware and have noted that you trade on your PRO/OWN account
- I/We shall not indulge in any sub-broking activities nor issue bills/contracts/confirmation notes / to anyone else for the trades done on the BSE/NSE.
- All fines/penalties and charges levied on you due to my transactions/deeds/actions may be recovered by you from my accounts
- Initial Margin is to be paid upfront. B D SHAH SECURITIES LTD. can transfer balances between initial margin& mark to market margin.

Thanking you.

	<b>(2)</b>	
	Signature	
Name of Client :		
Client Code :		
Date :		
Place :		

# MUTUAL FUND SERVICE SYSTEM FACILITY AND BSE STAR MUTUAL FUND

Required if the client wants to avail Mutual Fund Service System facility & BSE StAR Mutual Fund provided by NSE & BSE respectively
To, B D Shah Securities Ltd , Mumbai
Sub: Mutual Fund Service System (MFSS) facility/ BSE StAR MUTUAL FUND (hereinafter jointly referred to "Mutual Fund Transaction Facilities")
I/We am/are registered as yourclient with Client Code No and have executed the KYC For the purpose of trading in the Capital Market segment and F&O/ Derivatives segment of National Stock Exchange of India Ltd. (NSE) and Bombay Stock Exchange Limited (BSE) (hereinafter jointly referred to as "Exchanges").
I/We am/are interested in availing the trading facility of the Exchanges for the purpose of transacting in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS and BSE StAR MUTUAL FUND of NSE and BSE respectively.
For the purpose of availing these facilities, I/We state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of Mutual fund transaction facilities and I/We further confirm that the details contained in same remain unchanged as on date.
I/We are willing to abide by the terms and conditions as mentioned in the NSE Circular dated 24/11/09, BSE Circular dated 02/12/2009 and further circulars as may be specified by the Exchanges from time to time in this regard.
I/We shall also ensure compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).
I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/We choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes. I/We therefore request you to register me/us as your client for participating in the Mutual fund transaction facilities (MFSS and BSE STAR MUTUAL FUND).
Thanking you,
Signature
Date :

# INTERNET BASED TRADING - BSE

(VOLUNTARY)

#### 1 DEFINITIONS:

- 1.1 For this schedule, unless the context otherwise requires the following words shall have the following meaning:-
- "means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- II) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbook, notice, circular and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the minimum requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- III) "ITORS" means internet based Trading through order routine system, being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker over the internet.
- IV) "ITORS Account Application" means the application submitted by the client to the Stock Broker to permit the client to avail of the Stock Broker's ITORS Service.
- V) "ITORS Service" or "Service" means the series offered by the Stock Broker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stock Broker's ITORS system.
- VI) "Stock Broker's ITORS system" or "Stock Broker's ITORS Website" means the website hosted by the Stock Broker on the internet through which the Stock Broker offers the ITORS Service and includes the hardware used for hosting and supporting the website
- VII) "Password" means an alphanumeric code used by the client to validate his/her username and access the Service.
- VIII) "SEBI" means the Securities & Exchange Board of India.
- IX) "Username" means an alphanumeric login identification used by the client for accessing the Series.
- 1.2 In this agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 1.4 In this agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this agreement.
- 1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-laws, regulation, business requirement, specification, order or other provision made under it.

#### 2 AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE

The Stock Broker agrees to provide the Stock Broker's ITORS Service to the client, and be liable for any loss, whether national or actual, that may be suffered by the client on account of the misuse of the password

# 3 USER NAME AND PASSWORD

- 3.1 The client will be entitled to a username and password, which will enable him to access the member's ITORS system for availing of the Service.
- 3.2 The client is aware that the Member's ITORS system itself generates the initial password and that the Member is aware of the same. The client agrees and undertakes to immediately change his initial password upon receipt thereof. The client is aware that subsequent password are not known or available to the Member.
- 3.3 The client shall be responsible for keeping the username and passwords confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Members 'ITORS system using the client username and/or passwords whether or not such person was authorized to do so.
- 3.4 The client shall immediately inform the member of any unauthorized use of the client's username and passwords with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transaction affected pursuant to such unauthorized use, etc.

Signature:	1
Jignature.	-

- 3.5 The client acknowledges that he is fully aware of and understand the risks associated with availing of a service for routing orders over the internet including the date if such unauthorized use of his username and / or password by a third party and the risk of a person hacking in to the client account on the Members ITORS system and unauthorized routing orders on behalf of the client through the system. The client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his password and /or username and also for any and all acts done by any person through the Members ITORS system on the client's username and / or password in any manner whatsoever.
- 3.6 The client shall log off from the ITORS service immediately in case the client is not accessing or using the service and any liability/loss uncured as a consequence of the client not logging off the services shall be borne solely by the client.
- 3.7 Without prejudice to the provisions of clause 3.5, The client shall immediately notify the member in writing with full details if:
- A) He discovers or suspects unauthorized access through his username, passwords or account.
- B) He notices discrepancies that might be attributable to unauthorized access,
- C) He forgets his password, or
- D) He discovers a security flaw in the Members ITORS system.
- E) Any other information which according to the client should be brought to the notice of the Stock Broker.
- 3.8 In any of the above events specified in clause 3.7 the client shall immediately change his passwords. However if the client is unable to change his password by reason of his having forgotten his passwords or his passwords having been unauthorized changed by some other person or for any other reason, then the client shall immediately request the member in writing to discontinue his old passwords and there upon the member shall cause the members ITORS system to discontinue the use of the clients old passwords and the Members ITORS system shall generate new passwords for the client which shall be communicated to the client. At no point in time shall the member be liable for any loss, whether notional or actual, that may be suffered by the client on account of misuse of his password.

#### 4. TRANSACTIONS AND SETTLEMENTS:

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's ITORS system via the client Username shall be deemed to have been given by the client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the provisions of the exchange.
- 4.3 The Stock Broker may from time to time impose and vary Buying Power limits on the orders, which the client can place through the members ITORS system (including exposure limits, turnover limits, limits as to the number value and/or of securities in respect of which order can be placed, the companies in respect of whose securities order can be placed, etc.) The client is aware and agrees that the Stock Broker may need to vary to reduce the limits or impose new limits urgently on the basis of the members 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 member shall not be responsible for such variation, reduction or imposition or the client inability to route any order through the members ITORS system on account of any such variation, reduction or imposition of limits. The client understands and agrees that the Stock Broker may at time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trades in securities through the Stock Broker
- 4.4 Though orders will generally be routed to the Exchange's computer system within a few seconds from the time the order is placed by the client on the Stock Broker's ITORS system, the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the dealy.
- 4.5 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.
- 4.6 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 price may be different from the price at which the security is trading when his order is entered into the Stock Broker's ITORS system.

#### MARGIN

The Client agrees and undertakes to immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client agrees that the Stock Broker shall be entitled to require the Client to deposit with the Member a higher margin than that

prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock Broker's ITORS Service.

#### 6. CANCELLATION REQUESTS

- 6.1 When the client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the clients request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The client shall not be entitled to presume an order as having been executed or canceled until a confirmation form the stock broker is received by the client
- 6.3 The exchange may annul a trade suo-moto without giving a reason therefore. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contracts with the client.

#### 7 BROKERAGE, COMMISSIONS AND FEES

- 7.1 The client agrees that the Stock Broker Brokerage, Commissions., Fees, service tax and other taxes and transaction expenses as they exist from time to time and they apply to the clients account and transactions, and the services that he receives from the Stock Brokery.
- 7.2 A schedule of brokerage, fees and commission, applicable service and other transaction expenses shall be provided by the Stock Broker to the Client from time to time upon request by the client.

# 8 CONFIRMATIONS

Online confirmation will be available to the client upon execution or cancellation of an order placed by him through the Stock Broker's ITORS system. This shall be followed by a confirmation which may be sent by postal mail or courier or other electronic means. It is the responsibility of the client to review upon first receipt, whether delivered to him online, by electronic mail, or other electronic means, all confirmation of transactions or cancellation

#### 9 INVESTMENT ADVICE

- 9.1 The client acknowledgment that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of security or investment.
- 9.2 The client also acknowledgment that the Stock Broker employees are not authorized to give any such advice and that the client will not solicit or rely upon any such advice from the Stock Broker or any of its employees
- 9.3 The client agrees that in the event of the Stock Broker or any employees 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
- 9.4 The client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 The Stock Broker, its officers, directors, partner, employees, agent, and affiliates will have no liability with respect to any investment decisions or transactions of the client.

#### 10. SUPPLEMENTAL TO MAIN STOCK BROKER - CLIENT AGREEMENT

This agreement is supplement to and does not superseded, the main Stock Broker-Client Agreement. Save and except as modified expressly or by implication by this agreement the exchange provisions or the terms of the Stock Broker's ITORS website the provisions of the main Stock Broker - Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Stock Broker and the Client pursuant to or otherwise relating to the Stock Broker's ITORS service

# 11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Stock Broker that:

- 11.1 All the information provided and statements made in the clients ITORS account application are true and correct and and are not misleading(whether by reason of omission to state a material fact or otherwise) and the client is aware that the Stock Broker has agree to provide the Stock Broker's ITORS service to the basis, inter alias, of the investment made in the client's ITORS account application.
- 11.2 The is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, system, communications lines, peripherals etc. Which are susceptible to interruption and dislocation, and the Stock Brokers ITORS service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Brokers ITORS service will be available to the client at all times without any interruption.



The client agrees that he shall not have any claim against the Exchange or the Stock Broker on account of any suspension, interrupted, non availability or malfunctioning of the Stock Brokers ITORS system or service or the Exchanges service or the Exchanges service or systems for any reason whatsoever.

- 11.3 The client has the required legal capacity to, and is authorized to, enter into this agreement and is capable of performing his obligations and undertaking hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this agreement with all applicable laws, shall be completed by the client prior to such transaction being entered into.
- 11.5 The client shall abide by the Exchange Provisions and the terms of the Stock Brokers ITORS website in force from time to time
- 11.6 Any instructions given by an authorised representative of the client to the Stock Broker (or to the Stock Brokers representative) shall be binding on the client.

#### 12. REPRESENTATION AND WARRANTIES OF THE STOCK BROKER:

The Stock Broker represents and warrants to the client that:-

The Stock Brokers ITORS system has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Stock Broker has applied / proposes to apply to the Exchange to approve the said ITORS system and the Stock Broker will commence the Stock Brokers ITORS service only after the Exchange has approved the Stock Brokers ITORS system.

#### 13. MARKET DATA

- 13.1 The client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock Broker or otherwise. The client understand that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange 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.
- 13.2 The client shall not furnish market information provided by the Exchange 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.

#### NOTICE

14.1 Any notice or other communication to be given by any party to the other in connection with this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by email to the addressee or(as the case may be), the email or facsimile number (if any), to the Stock Broker at its Registered office at 701, ROTUNDA, APOLLO STREET, FORT, MUMBAI- 400023 and to the client at the address/email as provided in the client Registration Form or at such other address, facsimile number or email address as the party to be served may have notified the other in accordance with the provisions of this clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance call and other similar matters in the ordinary course of dealings between the Stock Broker and the client may be communicated orally.

#### 15. EXTRAORDINARY EVENTS

The Stock Broker and/or its agents will not be liable for losses caused directly or indirectly by government restrictions, Exchange or market rulings, suspension of trading, computer, communications, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Stock Brokers control.

# 16. AMENDMENT TO AGREEMENT

The client understands and agrees that the Stock Broker may discontinue his ITORS service in part or in its entirety and change the terms of the service (including the terms on the Stock Brokers ITORS website) at any time and from time to time, without prior notice.

#### 17. TERMINATION OF AGREEMENT:

17.1 The client agrees that the Stock Broker may at any time terminate this agreement. The client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the service it may not be possible for the Stock Broker to give advance notice of such termination or suspension to the client.

- 17.2 The client may at any time terminate this agreement by not less than seven days notice to the Stock Broker, provided that unless the Stock Broker otherwise permits, the client shall not be entitled to terminate this agreement so long as any amount is payable or securities are deliverable by the client to the Stock Broker.
- 17.3 The termination of this agreement shall not affect any rights or obligation of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 17.4 The provisions of clauses 14,20 and 21 of this agreement shall survive the termination of this Agreement.

#### SEVERABILITY

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

#### WAIVER

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

#### 20. LAWAND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 20.1 This Agreement and all contracts and transactions between the Stock Broker and the Client pursuant hereto shall be subject to 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.

# 21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

MEMBER	B D SHAH SECURITIES LTD	CLIENT	
SIGNATURE		SIGNATURE	m*
	DIRECTOR/AUTH. SIGN		0
WITNESS		WITNESS	
NAME		NAME	
ADDRESS		ADDRESS	

#### INTERNET BASED TRADING - NSE

- 1 The provisions of schedule shall always be subject to government notification, any rules regulations and guidelines issued by SEBI and stock exchange rules, regulations and Bye-laws that may be in force form time to time
- In the event of death or insolvency of the client or his 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 or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- 3 The schedule entered into between the stock broker and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
- 4 The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 5 The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third-party.
- 6 The CLIENT agrees that the stock broker shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.
- 7 The stock exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, stock broker shall be entitled to cancel relative contracts with CLIENT.
- The stock broker shall also send the order/trade confirmation slip through Email 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 system, as the CLIENT agrees that the information sent by stock broker by Email is deemed to be a valid delivery of such information by the MEMBER.
- 9 The CLIENT is aware that the Stock Broker has provided on the web site a facility for reconfirmation of order, which are larger than that specified by the MEMBER, s risk management, by the stock broker and is also aware that the stock broker has the discretion to reject the execution of such orders based on his risk perception.
- The Member and the Client are aware of the provisions of Bye-laws, Rules and Regulations of the Exchange relating to resolution of disputes/difference through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
- All trades, transactions and contracts are subject to the Bye-laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
- 12 In case of Internet Trading facility through DOTEX INTERNATIONAL LTD shall, in no event be liable to Stock Broker or the CLIENT or to any third party for any loss, damage, loss of profits or for any other consequential damages, however caused and on any theory of liability

Client Name :		Member :	B D Shah Securities Ltd
Signature	<u> </u>	Signature	Director / Authorised Sign
		WITNESS	
Signature		Signature	
Name :		Name :	
Address :		Address:	

#### ANTI MONEY LAUNDERING (AML)

As per the requirements of SEBI, implementation of Anti Money Laundering (AML)/ Combating Financing of Terrorism requires stock brokers as intermediaries to demand certain information from investors which may be of personal nature or has hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns/bank records etc. This can sometimes lead to raising of questions with regard to the motive and purpose of collecting such information. To, sensitize about these requirements as the ones emanating from AML and CFT framework, General FAQs as published by The Financial Action Task Force (FATF), an inter- governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing is reproduced herewith. Kindly feel free to visit the websites of http://www.fatf-gafi.org/ and http://fiuindia.gov.in for more information on the subject

#### FAQ

#### What is Money Laundering?

The goal of a large number of criminal acts is to generate a profit for the individual or group that carries out the act. Money laundering is the processing of these criminal proceeds to disguise their illegal origin. This process is of critical importance, as it enables the criminal to enjoy these profits without jeopardising their source.

Illegal arms sales, smuggling, and the activities of organized crime, including for example drug trafficking and prostitution rings, can generate huge amounts of proceeds. Embezzlement, insider trading, bribery and computer fraud schemes can also produce large profits and create the incentive to "legitimise" the ill-gotten gains through money laundering.

When a criminal activity generates substantial profits, the individual or group involved must find a way to control the funds without attracting attention to the underlying activity or the persons involved. Criminals do this by disguising the sources, changing the form, or moving the funds to a place where they are less likely to attract attention.

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

#### How much money is laundered per year?

By its very nature, money laundering is an illegal activity carried out by criminals which occurs outside of the normal range of economic and financial statistics. Along with some other aspects of underground economic activity, rough estimates have been put forward to give some sense of the scale of the problem.

The International Monetary Fund, for example, has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between US Dollar (USD) 590 billion and USD 1.5 trillion. The lower figure is roughly equivalent to the value of the total output of an economy the size of Spain.

However it must be said that overall it is absolutely impossible to produce a reliable estimate of the amount of money laundered and therefore the FATF does not publish any figures in this regard.

#### How is money laundered?

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

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

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

# Where does money laundering occur?

As money laundering is a consequence of almost all profit generating crime, it can occur practically anywhere in the world. Generally, money launderers tend to seek out countries or sectors in which there is a low risk of detection due to weak or ineffective anti-money laundering program mes. Because the objective of money laundering is to get the illegal funds back to the individual who generated them, launderers usually prefer to move funds through stable financial systems.

Money laundering activity may also be concentrated geographically according to the stage the laundered funds have reached. At the placement stage, for example, the funds are usually processed relatively close to the under-lying activity; often, but not in every case, in the country where the funds originate.

With the layering phase, the launderer might choose an offshore financial centre, a large regional business centre, or a world banking centre – any location that provides an adequate financial or business infrastructure. At this stage, the laundered funds may also only transit bank accounts at various locations where this can be done without leaving traces of their source or ultimate destination.

Finally, at the integration phase, launderers might choose to invest laundered funds in still other locations if they were generated in unstable economies or locations offering limited investment opportunities.

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# How does money laundering affect business?

The integrity of the banking and financial services marketplace depends heavily on the perception that it functions within a framework of high legal, professional and ethical standards. A reputation for integrity is the one of the most valuable assets of a financial institution.

If funds from criminal activity can be easily processed through a particular institution — either because its employees or directors have been bribed or because the institution turns a blind eye to the criminal nature of such funds — the institution could be drawn into active complicity with criminals and become part of the criminal network itself. Evidence of such complicity will have a damaging effect on the attitudes of other financial intermediaries and of regulatory authorities, as well as ordinary customers.

As for the potential negative macroeconomic consequences of unchecked money laundering, one can cite inexplicable changes in money demand, prudential risks to bank soundness, contamination effects on legal financial transactions, and increased volatility of international capital flows and exchange rates due to unanticipated cross-border asset transfers. Also, as it rewards corruption and crime, successful money laundering damages the integrity of the entire society and undermines democracy and the rule of the law.

#### What influence does money laundering have on economic development?

Launderers are continuously looking for new routes for laundering their funds. Economies with growing or developing financial centres, but inadequate controls are particularly vulnerable as established financial centre countries implement comprehensive anti-money laundering regimes.

Differences between national anti-money laundering systems will be exploited by launderers, who tend to move their networks to countries and financial systems with weak or ineffective countermeasures.

Some might argue that developing economies cannot afford to be too selective about the sources of capital they attract. But postponing action is dangerous. The more it is deferred, the more entrenched organised crime can become.

As with the damaged integrity of an individual financial institution, there is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting money laundering and terrorist financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

#### What is the connection with society at large?

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

The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society. In countries transitioning to democratic systems, this criminal influence can undermine the transition. Most fundamentally, money laundering is inextricably linked to the underlying criminal activity that generated it. Laundering enables criminal activity to continue.

#### How does fighting money laundering help fight crime?

Money laundering is a threat to the good functioning of a financial system; however, it can also be the Achilles heel of criminal activity.

In law enforcement investigations into organised criminal activity, it is often the connections made through financial transaction records that allow hidden assets to be located and that establish the identity of the criminals and the criminal organisation responsible.

When criminal funds are derived from robbery, extortion, embezzlement or fraud, a money laundering investigation is frequently the only way to locate the stolen funds and restore them to the victims.

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

# What should individual governments be doing about it?

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

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

It is critically important that governments include all relevant voices in developing a national anti- money laundering programme. They should, for example, bring law enforcement and financial regulatory authorities together with the private sector to enable financial institutions to play a role in dealing with the problem. This means, among other things, involving the relevant authorities in establishing financial transaction reporting systems, customer identification, record keeping standards and a means for verifying compliance.

#### Should governments with measures in place still be concerned?

Money launderers have shown themselves through time to be extremely imaginative in creating new schemes to circumvent a particular government's countermeasures. A national system must be flexible enough to be able to detect and respond to new money laundering schemes.

Anti-money laundering measures often force launderers to move to parts of the economy with weak or ineffective measures to deal with the problem. Again, a national system must be flexible enough to be able to extend countermeasures to new areas of its own economy. Finally, national governments need to work with other jurisdictions to ensure that launderers are not able to continue to operate merely by moving to another location in which money laundering is tolerated.

#### What about multilateral initiatives?

Large-scale money laundering schemes invariably contain cross-border elements. Since money laundering is an international problem, international co-operation is a critical necessity in the fight against it. A number of initiatives have been established for dealing with the problem at the international level.

International organisations, such as the United Nations or the Bank for International Settlements, took some initial steps at the end of the 1980s to address the problem. Following the creation of the FATF in 1989, regional groupings – the European Union, Council of Europe, Organisation of American States, to name just a few – established anti-money laundering standards for their member countries. The Caribbean, Asia, Europe and southern Africa have created regional anti-money laundering task force-like organisations, and similar groupings are planned for western Africa and Latin America in the coming years.

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# **CLIENT DEF AULTER DECLARATION**

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t	having PAN No
do hereby declare that I have not been declared as defaulter or my na	been involved in any terrorist activity and have not ame is not appearing in defaulter database as per bodies /CIBIL (Credit Information Bureau of India
I further declare that the above mention	oned declaration/statement is true and correct.
<b>⊄</b> D	
Signature	