

# Account Opening Form

## Trading & Demat Account



## SEBI Registration Details

| Exchange/Segment/Activity     | Trading Member Code | SEBI Registration No | Date Of Registration |
|-------------------------------|---------------------|----------------------|----------------------|
| BSE (CM)                      | 044                 | INZ000200338         | 14-09-2018           |
| BSE (F & O)                   | 044                 | INZ000200338         | 14-09-2018           |
| NSE (CM)                      | 09934               | INZ000200338         | 14-09-2018           |
| NSE (F & O)                   | 09934               | INZ000200338         | 14-09-2018           |
| MCX                           | 35480               | INZ000200338         | 14-09-2018           |
| Depository Participant (CDSL) | 21700               | IN-DP-148-2015       | 29-10-2015           |
| AMFI                          | ARN-1672            |                      | 21-12-2023           |

## Clearing Member Details

| Exchange/Segment  | Clearing Member Name                   | Clearing Member Code |
|-------------------|----------------------------------------|----------------------|
| NSE / Cash        | B D SHAH SECURITIES LIMITED            | 044                  |
| BSE / Cash        | B D SHAH SECURITIES LIMITED            | 044                  |
| NSE / F & O       | B D SHAH SECURITIES LIMITED            | 044                  |
| BSE / F & O       | B D SHAH SECURITIES LIMITED            | 044                  |
| MCX / Derivatives | Globe Derivatives & Securities Limited | 9650                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Trading Member:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | B D SHAH SECURITIES LIMITED                                                                                                                  |
| CDSL DP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 21700                                                                                                                                        |
| Registered Office Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | R/701, Rotunda, Apollo Street, Fort Mumbai 400001<br>Tel Nos: 02266331251   22722616   22722617                                              |
| Correspondence Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 102 B Charmee Enclave, Service Road. Off<br>Shraddhanand Road, Vile Parle East Mumbai - 400057<br>Tel Nos: 02226101817   26108959   35014808 |
| Designated Directors<br>Phone No.<br>Email ID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Mitesh Bipin Shah / Ashish Bipin Shah<br>9820070720 / 9820280149<br>mitesh@bdshah.com / ashish@bdshah.com                                    |
| Compliance Officer Name<br>Phone No.<br>Email ID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Praphulla H. Shetty (Trading) / Parveen Ansari (DP)<br>Tel Nos: 022 26101817<br>compliance@bdshah.com / cds@bdshah.com                       |
| <p>For any grievance / dispute please contact B D Shah Securities Limited, at the above address or Email id <a href="mailto:ig@bdshah.com">ig@bdshah.com</a> and phone no. 26101817.</p> <p>In case you are not satisfied with the response, please contact the exchange(s) concerned at on.</p> <p>NSE Tel : 02226598100 / 1800-266-0050 ; <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a> BSE Tel : 02222728097 ; <a href="mailto:is@bseindia.com">is@bseindia.com</a><br/> MCX Tel : 02266318888 ; <a href="mailto:grievance@mcxindia.com">grievance@mcxindia.com</a> CDSL tel. 1800225533; <a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a></p> <p>You can also lodge your grievances with SEBI at <a href="http://scores.gov.in">http://scores.gov.in</a>. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Help line at</p> <p>Filing complaints on SCORES – Easy and Quick</p> <p>a. Register on SCORES portal</p> <p>b. Mandatory Details for filing complaints on SCORES:</p> <p>i. Name, PAN, Address, Mobile No., Email Id</p> <p>c. Benefits</p> <p>i. Effective Communication</p> <p>ii. Speedy redressal of the grievances</p> |                                                                                                                                              |
| <p>Pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, note that B D SHAH SECURITIES LIMITED, its directors and its associates do proprietary trades in the cash and derivatives segment at NSE, BSE &amp; MCX.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                              |

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**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

**CDSL VENTURES LIMITED**

.... Exploring New Horizons

Intermediary  
Logo

Application Number:

Application Type\*: ☐ New KYC ☐ Modification KYC**1. Entity Details** (please refer guidelines)

PAN\* \_\_\_\_\_

Please enclose a duly attested copy of your PAN Card

Name\* (same as ID proof) \_\_\_\_\_

Date of Incorporation\* \_\_\_\_\_

Place of Incorporation\* \_\_\_\_\_

Date of Commencement\* \_\_\_\_\_

Registration Number\* \_\_\_\_\_

Entity Type\*

Please Tick (✓)

☐ Private Ltd. Co.☐ Public Ltd. Co.☐ Body Corporate☐ Partnership☐ Trust/Charity/NGO☐ HUF☐ FPI Category I☐ FPI Category II☐ AOP☐ Bank☐ Government Body☐ Defence Establishment☐ Body of Individuals☐ Society☐ LLP☐ Non-Government Organization☐ Others \_\_\_\_\_**2. Proof of Identity+** (please refer to the guidelines)☐ Officially Valid Document(s) in respect of person authorized to transact☐ 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 to the guidelines)**A. Registered Address\***

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_ Country\* \_\_\_\_\_

**B. Correspondence/Local Address in India** (if different from above)

\* Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_ Country\* \_\_\_\_\_

Applicant Digital Signature (DSC)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                          |                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Proof of Address*</b> (attested copy of any one POA to be submitted—*Not more than 3 months old)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                          |                                                                                                          |
| <input type="checkbox"/> Certificate of Incorporation/Formation<br><input type="checkbox"/> Latest Telephone Bill* (Landline only)<br><input type="checkbox"/> Registered Lease/ Sale Agreement of Office Premises<br><input type="checkbox"/> Any other proof of address document (as listed overleaf)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Registration Certificate<br><input type="checkbox"/> Latest Electricity Bill*<br>Validity/Expiry Date of POA (Expiry Date) ____                                                 | <input type="checkbox"/> Other document _____<br><input type="checkbox"/> Latest Bank Account Statement* |
| <b>4. Contact Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                          |                                                                                                          |
| Email ID _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Mobile No. _____                                                                                                                                                                                         |                                                                                                          |
| Email ID _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Mobile No. _____                                                                                                                                                                                         |                                                                                                          |
| Tel (off) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fax _____                                                                                                                                                                                                |                                                                                                          |
| <b>5. Annexures Submitted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                          |                                                                                                          |
| Number of Related Persons - <span style="border: 1px solid black; padding: 2px 10px;"> </span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                          |                                                                                                          |
| <b>6. Remarks / Additional Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                          |                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                          |                                                                                                          |
| <b>7. Applicant Declaration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                          |                                                                                                          |
| <p>I/We hereby declare that the KYC details furnished by me/us are true and correct to the best of my/our knowledge and belief, and I/we undertake to inform you of any changes therein immediately. In case any of the above information is found to be false, untrue, misleading, or misrepresenting, I/we am/are aware that I/we may be held liable for the same.</p> <p>I/We hereby consent to receiving information from CVL KRA and/or CKYC (Central KYC Registry) through SMS and/or Email on my/our above</p> <p>I/We am/are also aware that for Aadhaar OVD-based KYC, my/our KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or Aadhaar XML/Digi Locker XML file, along with passcode, as applicable, with CVL KRA,</p> <p>DATE: _____ (DD-MM-YYYY)</p> <p>PLACE: _____</p> | Applicant Digital Signature (DSC)                                                                                                                                                                        | Applicant Wet Signature                                                                                  |
| <b>8. For Office Use Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                          |                                                                                                          |
| KYC carried out by*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Intermediary Details*                                                                                                                                                                                    |                                                                                                          |
| KYC Date _____<br>Emp. Name _____<br>Emp. Code _____<br>Emp. Designation _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Self-certified document copies received (Originals Verified)<br><input type="checkbox"/> True Copies of documents received (Attested)<br>AMC / Intermediary Name OR Code: _____ |                                                                                                          |
| Employee Signature and Stamp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Employee Signature and Stamp                                                                                                                                                                             |                                                                                                          |

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**Know Your Client (KYC)**  
**Annexure (For Non- Individuals Only)**



**CDSL VENTURES LIMITED**  
.... Exploring New Horizons

Intermediary  
Logo

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

Application Number:

Application Type\*: ☐ New KYC ☐ Modification KYC

**1. Identity Details of Related Person** (please refer guidelines overleaf)

PAN\* \_\_\_\_\_

Please enclose 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

Nationality\*

☐

Indian

☐

Other

\_\_\_\_\_

Related Person Type\*

☐ Director

☐ Promoter

☐ Karta

☐ Trustee

☐ Partner

☐ Court Appointed Official Proprietor

☐ Beneficiary

☐ Authorized Signatory

☐ Beneficial Owner

☐ Power of Attorney Holder

☐ Others

\_\_\_\_\_ (please specify)

DIN: \_\_\_\_\_

(mandatory if the related person is Director)

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)

☐

A — Aadhaar Card

XXXX XXXX

\_\_\_\_\_

☐

B — Passport Number

\_\_\_\_\_

(Expiry Date)

\_\_\_\_ \_

☐

C — Voter ID Card

\_\_\_\_\_

☐

D — Driving License

\_\_\_\_\_

(Expiry Date)

\_\_\_\_ \_

☐

E — NREGA Job Card

\_\_\_\_\_

☐

F — NPR

\_\_\_\_\_

☐

Z — Others

\_\_\_\_\_

(any document notified by Central Government)

Identification Number

\_\_\_\_\_

**2. Address Details\*** (please refer guidelines overleaf)

**A. Correspondence/ Local 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 address of applicant, if different from above A / Overseas Address\*** (Mandatory for NRI Applicant)

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_ Country\* \_\_\_\_\_

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

**Proof of Address\*** (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

☐ A — Aadhaar Card XXXX XXXX \_\_\_\_\_

☐ B — Passport Number \_\_\_\_\_ (Expiry Date) \_\_\_\_ \_

☐ C — Voter ID Card \_\_\_\_\_

☐ D — Driving License \_\_\_\_\_ (Expiry Date) \_\_\_\_ \_

☐ E — NREGA Job Card \_\_\_\_\_

☐ F — NPR Letter \_\_\_\_\_

☐ Z—Others \_\_\_\_\_ (any document notified by Central Government)

Identification Number \_\_\_\_\_

**3. Contact Details**

Email ID \_\_\_\_\_

Mobile No. \_\_\_\_\_

Tel (Off) \_\_\_\_\_ Tel (Res) \_\_\_\_\_

**4. Applicant Declaration**

I/We hereby declare that the KYC details furnished by me/us are true and correct to the best of my/our knowledge and belief, and I/we undertake to inform you of any changes therein immediately. In case any of the above information is found to be false, untrue, misleading, or misrepresenting, I/we am/are aware that I/we may be held liable for the same.

I/We hereby consent to receiving information from CVL KRA and/or CKYC (Central KYC Registry) through SMS and/or Email on my/our above registered

I/We am/are also aware that for Aadhaar OVD-based KYC, my/our KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or Aadhaar XML/Digi Locker XML file, along with passcode, as applicable, with CVL KRA,

DATE: \_\_\_\_ \_ (DD-MM-YYYY)

PLACE: \_\_\_\_\_

Applicant e-SIGN

Applicant Wet Signature

**5. For Office Use Only**

KYC carried out by\*

Intermediary Details\*

KYC Date \_\_\_\_ \_

Emp. Name \_\_\_\_\_

Emp. Code \_\_\_\_\_

Emp. Designation \_\_\_\_\_

☐ Self-certified document copies received (OVD)

☐ True Copies of documents received (Attested)

\_\_\_\_\_

Employee Signature and Stamp

Institution Name and Stamp

## DECLARATION BY KARTA

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

Details of our HUF and all list of co-parceners are stated as under:

| Sr. No. | Name | Age | Date of Birth | Relationship with karta | Signature |
|---------|------|-----|---------------|-------------------------|-----------|
| 1.      |      |     |               |                         |           |
| 2.      |      |     |               |                         |           |
| 3.      |      |     |               |                         |           |
| 4.      |      |     |               |                         |           |
| 5.      |      |     |               |                         |           |
| 6.      |      |     |               |                         |           |
| 7.      |      |     |               |                         |           |
| 8.      |      |     |               |                         |           |
| 9.      |      |     |               |                         |           |
| 10.     |      |     |               |                         |           |

Thereby, state that details mentioned above are true and any changes in them would be intimated to you in writing.

Thanking You,  
Yours Faithfully

\_\_\_\_\_  
Signature of Karta with HUF stamp

FOR OFFICE USE ONLY  
B D SHAH SECURITIES LIMITED

|                                                            |                                |
|------------------------------------------------------------|--------------------------------|
| KYC Verification Carried Out by:                           |                                |
| Employee Name:                                             | KYC Verification Branch:       |
| Employee Designation:                                      | KYC Verification Employee ID:  |
| Date Of The KYC Verification:                              | Seal/Stamp Of The KYC Verifier |
| Signature Of The Person Who Has Done The KYC Verification: |                                |
| In Person Verification (IPV) Details:                      |                                |
| Name of the Person who has done the IPV:                   |                                |
| Designation:                                               | Employee ID:                   |
| Date of the IPV:                                           | Seal/Stamp of the Intermediary |
| Signature of the Person who has done the IPV:              |                                |

**CONSENTS**

| Consents                                                                                                       | Confirmations            |
|----------------------------------------------------------------------------------------------------------------|--------------------------|
| Promocode                                                                                                      |                          |
| Referral Code                                                                                                  |                          |
| Do you wish to get message even if your DND activated?                                                         | <input type="checkbox"/> |
| I wish to and agree to receive SMS and Email from Exchange and from Depository Participant                     | <input type="checkbox"/> |
| I hereby consent to open a Demat & Trading Account with B D Shah Securities Limited.                           | <input type="checkbox"/> |
| I authorize B D Shah Securities Limited to retrieve and use my KRA data for KYC/Re-KYC processing as required. | <input type="checkbox"/> |

### ADDITIONAL KYC DETAILS FOR DEMAT & TRADING ACCOUNT

#### A. Bank Account Details

|                |  |              |  |
|----------------|--|--------------|--|
| Bank Name      |  |              |  |
| Bank Address   |  |              |  |
| Account Number |  | Account Type |  |
| IFSC Code      |  | MICR Code    |  |

- a. Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- b. Photocopy of the Bank Statement having name and address of the BO (or)
- c. Photocopy of the Passbook having name and address of the BO, (or)
- d. Letter from the Bank.

*In case of options (b), (c) and (d) above, IFSC code of the branch should be present / mentioned on the document.*

#### B. Depository Account(s) Details

|                             |                             |                |  |
|-----------------------------|-----------------------------|----------------|--|
| Depository Name (NSDL/CDSL) | CDSL                        |                |  |
| Depository Participant Name | B D SHAH SECURITIES LIMITED |                |  |
| Beneficiary Name            |                             |                |  |
| Depository ID               | 12021700                    | Beneficiary ID |  |

**C. TRADING PREFERENCES** \*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be strike off by the client.

| Exchanges    | NSE, BSE         |     |     | MCX                   |
|--------------|------------------|-----|-----|-----------------------|
| All Segments | Cash/Mutual Fund | F&O | SLB | Commodity Derivatives |
|              |                  |     |     |                       |

If you do not wish to trade in any of segments / Mutual Fund, please Confirm

D. Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/ constituent or its partners, promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years: ☐ No ☐ Yes (If yes, please specify)

## Additional KYC Form for Opening a Demat Account

B. D. Shah Securities Limited - DP ID - 21700

(To be filled by the Depository Participant)

|                           |   |      |   |   |   |   |   |   |           |  |  |  |
|---------------------------|---|------|---|---|---|---|---|---|-----------|--|--|--|
| Application No.           |   | Date |   |   |   |   |   |   |           |  |  |  |
| DP Internal Reference No. |   |      |   |   |   |   |   |   |           |  |  |  |
| DP ID                     | 1 | 2    | 0 | 2 | 1 | 7 | 0 | 0 | Client ID |  |  |  |

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

I/We request you to open a demat account in my / our name as per following details

## Holders Details

|                            |  |                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------------|--|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Sole / First Holder's Name |  | PAN UCC            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                            |  | Exchange Name & ID |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Second Holder's Name       |  | PAN                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                            |  | UID                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Third Holder's Name        |  | PAN                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                            |  | UID                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                        |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  |                        |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--|--|--|--|------------------------|--|--|--|--|--|--|--|--|--|------------------------|--|--|
| Name *                                                                                                                                                                                                                                                                                                                                                 |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  |                        |  |  |
| * In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the nature persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.                                                             |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  |                        |  |  |
| <b>Type of Account (Please tick whichever is applicable)</b>                                                                                                                                                                                                                                                                                           |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  |                        |  |  |
| <input type="checkbox"/> Body Corporate <input type="checkbox"/> Banks <input type="checkbox"/> Trust <input type="checkbox"/> Mutual Fund <input type="checkbox"/> OCB <input type="checkbox"/> FI<br><input type="checkbox"/> CM <input type="checkbox"/> FI <input type="checkbox"/> Clearing House <input type="checkbox"/> Others (Specify) _____ |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  | Sub - Status           |  |  |
|                                                                                                                                                                                                                                                                                                                                                        |                                                                                 |  |  |  |  |                        |  |  |  |  |  |  |  |  |  | To be filled by the DP |  |  |
| SEBI Registration No. (If Applicable)                                                                                                                                                                                                                                                                                                                  |                                                                                 |  |  |  |  | SEBI Registration date |  |  |  |  |  |  |  |  |  |                        |  |  |
| RBI Registration No. (If Applicable)                                                                                                                                                                                                                                                                                                                   |                                                                                 |  |  |  |  | RBI Approval date      |  |  |  |  |  |  |  |  |  |                        |  |  |
| Nationality                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Indian <input type="checkbox"/> Others (Specify) _____ |  |  |  |  |                        |  |  |  |  |  |  |  |  |  |                        |  |  |

|                                                                                                                                                                                                       |                                                                                                                                                               |  |  |  |  |  |  |  |  |                                                                                |  |  |  |  |                                                          |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--------------------------------------------------------------------------------|--|--|--|--|----------------------------------------------------------|--|--|--|--|
| I/We instruct the DP to receive each and every credit in my / our account<br>(If not marked, the default option would be 'Yes')                                                                       |                                                                                                                                                               |  |  |  |  |  |  |  |  | [Automatic Credit]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |  |                                                          |  |  |  |  |
| I/We would like to instruct the DP to accept all the pledge instructions in my / our account without any other further instruction from my /our end (If not marked, the default option would be 'No') |                                                                                                                                                               |  |  |  |  |  |  |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No                       |  |  |  |  |                                                          |  |  |  |  |
| Account Statement Requirement                                                                                                                                                                         | @ As Per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly |  |  |  |  |  |  |  |  |                                                                                |  |  |  |  |                                                          |  |  |  |  |
| I/We request you to send Electronic Transaction-cum-Holding Statement at the email ID                                                                                                                 |                                                                                                                                                               |  |  |  |  |  |  |  |  |                                                                                |  |  |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |  |
| I/We would like to share the email ID with the RTA                                                                                                                                                    |                                                                                                                                                               |  |  |  |  |  |  |  |  |                                                                                |  |  |  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |  |
| I/We would like to receive the Annual Report @ Physical / III Electronic / If Both Physical and Electronic<br>(Tick the applicable box. If not marked the default option would be Physical)           |                                                                                                                                                               |  |  |  |  |  |  |  |  |                                                                                |  |  |  |  |                                                          |  |  |  |  |

**Clearing Member Details (To be filled by CMs only)**

|                                                                                                                                                                                                                       |  |  |  |  |                   |  |                                                          |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-------------------|--|----------------------------------------------------------|--|--|--|--|
| Name of Stock Exchange                                                                                                                                                                                                |  |  |  |  |                   |  |                                                          |  |  |  |  |
| Clearing Member ID                                                                                                                                                                                                    |  |  |  |  | Trading member ID |  |                                                          |  |  |  |  |
| I/We wish to receive dividend / interest directly into my bank account given below through ECS (if not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time] |  |  |  |  |                   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |  |

**Bank Details [Dividend Bank Details]**

|                               |                                                                                                                  |       |  |         |  |          |  |  |  |  |  |  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------|-------|--|---------|--|----------|--|--|--|--|--|--|
| Bank Code (9-digit MICR code) |                                                                                                                  |       |  |         |  |          |  |  |  |  |  |  |
| IFS Code (11 character)       |                                                                                                                  |       |  |         |  |          |  |  |  |  |  |  |
| Account number                |                                                                                                                  |       |  |         |  |          |  |  |  |  |  |  |
| Account type                  | <input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> 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 Option (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*<br><input type="checkbox"/> Up to Rs 1,00,000 <input type="checkbox"/> Rs 1,00,000 to Rs 5,00,000 <input type="checkbox"/> Rs 5,00,000 to Rs 10,00,000<br><input type="checkbox"/> Rs 10,00,000 to Rs 25,00,000 <input type="checkbox"/> Rs 25,00,000 to Rs 1,00,00,000<br><input type="checkbox"/> More than Rs 1,00,00,000 |  |  |  |  |  |           |  |  |  |  |  |
|                                                                                                                                                                                                                                                             | Net worth as on Date                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |  | Rs. _____ |  |  |  |  |  |
| Please tick If any of the authorized signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors is either Politically exposed Person (PEP) or Related to Politically Exposed Person (RPEP). Please provide details as per annexure 2.2 A. |                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |           |  |  |  |  |  |
| Other information:                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |           |  |  |  |  |  |

|                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                 |                      |                              |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------|
| SPIS Alert Facility Refer to Terms & Conditions given as Annexure - 2.4                         | MOBILE NO. +91 _____<br>[(Mandatory, if you are giving Power of Attorney (POA))<br>(If POA is not granted & you do not wish to avail yourself of this facility, cancel this option).]                                                                                                                                                                                           |                      |                              |
| Transaction using Secured Texting facility (TRUST), Refer To terms and Conditions Annexure- 2.6 | I wish to avail the TRUST facility using the mobile number registered for SMS alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same.<br><br><input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><br>I / We wish to register the following clearing member IDs under my / our below mentioned BOID registered for TRUST |                      |                              |
|                                                                                                 | Stock Exchange Name/ID                                                                                                                                                                                                                                                                                                                                                          | Clearing Member Name | Clearing Member ID(Optional) |
|                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                 |                      |                              |
|                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                 |                      |                              |
| Easi                                                                                            | To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a><br>Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.                                                                                                                                                                          |                      |                              |

I/We have received and read the document of 'Rights and Obligation' of BO-DP' (DP-CN 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 / 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.

|             | Sole / First Authorised Signatory                                                            | Second Authorised Signatory                                                                  | Third Authorised Signatory                                                                     |
|-------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Name        |                                                                                              |                                                                                              |                                                                                                |
| Designation |                                                                                              |                                                                                              |                                                                                                |
| Signatures  | <br>_____ | <br>_____ | <br>_____ |

(Signatures should be preferably in black ink)  
add annexure)

(In case of more authorised Signatories, please

===== (Please Tear Here) =====

#### Acknowledgement Receipt Application

No.:

Date:

We hereby acknowledge the receipt of the Account Opening Application Form:

|                                 |  |
|---------------------------------|--|
| Name of the Sole / First Holder |  |
| Name of Second Holder           |  |
| Name of Third Holder            |  |

For B D Shah Securities Limited

Authorised Signatory

**Annexure -2.2A**

Details of Politically Exposed Persons (PEP)/ Related to Politically Exposed Person (RPEP). [For- non-individual]

Name of holder \_\_\_\_\_ PAN of the holder \_\_\_\_\_

| Sr. No. | Name of the Authorized signatories /Promoters /Partners / Karta/ Trustees /Whole Time Directors | Relation with the holder (i.e. promoters, whole time directors etc. | Please tick the relevant option.                              |
|---------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------|
|         |                                                                                                 |                                                                     | <input type="checkbox"/> PEP<br><input type="checkbox"/> RPEP |
|         |                                                                                                 |                                                                     | <input type="checkbox"/> PEP<br><input type="checkbox"/> RPEP |
|         |                                                                                                 |                                                                     | <input type="checkbox"/> PEP<br><input type="checkbox"/> RPEP |
|         |                                                                                                 |                                                                     | <input type="checkbox"/> PEP<br><input type="checkbox"/> RPEP |
|         |                                                                                                 |                                                                     | <input type="checkbox"/> PEP<br><input type="checkbox"/> RPEP |

Name & Signature of the Authorised Signatories Date\_\_\_\_/\_\_\_\_/\_\_\_\_ PEP: Politically Exposed Person RPEP: Related to politically Exposed Person.

# RIGHTS AND OBLIGATIONS OF STOCKBROKERS, AUTHORISED PERSON & CLIENTS

## As prescribed by SEBI and Stock Exchanges

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/SEBI and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
  - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
  - b. "Professional diligence" means the standard of skill and care that a member would be reasonably expected to exercise towards a client, commensurate with-
    - i. honest market practice.
    - ii. the principle of good faith.
    - iii. level of knowledge, experience and expertise of the Client.
    - iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
    - v. the extent of dependence of the Client on the Member.

\*Commodity derivative contract

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

### CLIENT INFORMATION

- 1) The client shall furnish all such details in full as are required by the stockbroker in "Account Opening Forms with supporting details, made mandatory by stock exchanges/ SEBI from time to time.
- 2) The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stockbroker shall be non-mandatory, as per terms & conditions accepted by the clients.
- 3) The client shall immediately notify the Stockbroker 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 stockbroker on a periodic basis.
- 4) A. Protection from unfair terms in financial contracts\*\*
  - a) An unfair term of a non-negotiated contract will be void.
  - b) A term is unfair if it –
    - a) causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
    - b) not reasonably necessary to protect the legitimate interests of the Member.

- c) The factors to be taken into account while determining whether a term is unfair, include –
  - a) the nature of the financial product or financial service dealt with under the financial contract.
  - b) the extent of transparency of the term.

**\*\*contracts offered by commodity exchanges**

- i. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
- ii. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d) A term is transparent if it –
  - a) is expressed in reasonably plain language that is likely to be understood by the Client.
  - b) is legible and presented clearly; and
  - c) is readily available to the Client affected by the term.
- e) If a term of Financial Contract is determined under point 11.A.C, the parties to the content to be bound by the remaining terms of the Financial Contract to the extent that the Financial Contract is capable of enforcement without unfair terms.

**B)**

- a) “Non-negotiated contract” means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
  - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
  - ii. a standard form contract.
- b) “Standard form contract” means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c) Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by –
  - i. an overall and substantial assessment of the financial contract; and
  - ii. the substantial circumstances surrounding the financial contract.
- d) In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

**C)**

- a) The above does not apply to a term of a financial contract if it –
  - i. defines the subject matter of the financial contract.
  - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
  - iii. is required, or expressly permitted, under any law or regulations.
- b) The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.

- 5) The Member and Authorized Person 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 Member may disclose information about his client to any person or authority with the express permission of the client

**6)**

**A) Protection of personal information and confidentiality**

- a. “Personal information” means any information that relates to a client or allows a client’s identity to be inferred, directly or indirectly, and includes –
  - i. name and contact information.
  - ii. biometric information, in case of individuals
  - iii. information relating to transactions in, or holdings of, financial products.
  - iv. information relating to the use of financial services; or

- v. such other information as may be specified.

B)

a) A Member must –

- i. not collect personal information relating to a client in excess of what is required for the provision of a financial product or financial service.
- ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.
- iii. make best efforts to ensure that any personal information relating to a client that it holds is accurate, up to date and complete.
- iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
- v. Clients have an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

b) A Member may disclose personal information relating to a client to a third party only if-

- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent.
- ii. the Client has directed the disclosure to be made.
- iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure.
- iv. The disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure.
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –

a. informs the Client in advance that the personal information may be shared with a third party; and

b. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or

The disclosure is made to protect against or prevent actual or potential fraud, unauthorized transactions or claims, if the Member arranges with the third party to maintain confidentiality of the personal information in the manner required under this Part. -

c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

7)

A) Requirement of fair disclosure both initially and on continuing basis

a) Member must ensure fair disclosure of information that is likely to be required by a client to make an informed transactional decision.

b) In order to constitute fair disclosure, the information must be provided –

- 1. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information.
- 2. in writing and in a manner that is likely to be understood by a client belonging to a particular category; and
- 3. in a manner that enables the Client to make reasonable comparisons of the financial product or financial service with other similar financial products or financial services.

c) The types of information that must be disclosed to a client in relation to a financial product or financial service, which may include information regarding –

- 1. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client.
- 2. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated.
- 3. existence, exclusion or effect of any term in the financial product or financial contract.

4. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations.
5. contact details of the Member and the methods of communication to be used between the Member and the Client.
6. rights of the Client to rescind a financial contract within a specified period; or
7. rights of the Client under any law or regulations.

B)

- a) Member must provide a client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
  - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service.
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.
- b) A continuing disclosure must be made. –
  - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

#### MARGINS

- 8) The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- 9) 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

- 10) The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 11) The Member 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 commodity exchange where the trade is executed.
- 12) The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
- 13) 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, Member shall be entitled to cancel the respective contract(s) with client(s).
- 14) The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

#### BROKERAGE

- 15) The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity

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

- 16) Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member 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.
- 17) 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 commodities which the client has ordered to be bought or sold, Member 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/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

#### *DISPUTE RESOLUTION*

- 18) The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
- 19) The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc. to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/ notices issued thereunder as may be in force from time to time.
- 20) The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
- 21) Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
- a) A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
  - b) A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –
    - i) the Client's right to seek redress for any complaints; and
    - ii) the processes followed by the Member to receive and redress complaints from its Clients.
- 22) A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

- a. A Member must –
    - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a client; and
    - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
  - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
  - c. If a client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
    - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
    - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.
- 23) Dealing with conflict of interest
- In case of any conflict between the interests of a client and that of the Member, preference must be given to the Client interests.
- a. A member must –
    - i. provide a client with information regarding any conflict of interests, including any conflicted remuneration

- that the Member has received or expects to receive for making the advice to the Client; and
- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
    1. its own interests and the interests of the Client; or
    2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
  - b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
  - c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

#### *TERMINATION OF RELATIONSHIP*

- 24) This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
- 25) The Member, Authorized Person 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.
- 26) In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, 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 Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### *ADDITIONAL RIGHTS AND OBLIGATIONS*

- 27) The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 28) The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 29) The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on 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.
- 30) The Member shall send a complete 'Statement of Accounts for both funds and commodities 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 Stockbroker.
- 31) The Member shall send margin statements to the clients on daily basis. 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, warehouse receipts, securities etc.
- 32) The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.
- 33) In case, where a member surrenders his/ her/ its membership, Member gives public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- 34) A. Protection from unfair conduct which includes misleading conduct & abusive conduct.
  - a) Unfair conduct in relation to financial products or financial services is prohibited.

- b) "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
  - i) misleading conduct under point 41.B
  - ii) abusive conduct under point 41.C
  - iii) such other conduct as may be specified.

**B.**

- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
  - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
  - ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
  - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client.
  - ii. the Client's need for a particular financial product or financial service or its suitability for the Client.
  - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated.
  - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract.
  - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
  - vi. the rights of the Client under any law or regulations.

**C.**

- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
  - i. involves the use of coercion or undue influence; and
  - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered –
  - i. the timing, location, nature or persistence of the conduct.
  - ii. the use of threatening or abusive language or behavior.
  - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service.
  - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –
    - v. the right to terminate the financial contract.
    - vi. the right to switch to another financial product or another Member and
    - vii. a threat to take any action, depending on the circumstances in which the threat is made.

**ELECTRONIC CONTRACT NOTES (ECN)**

- 35) In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stockbroker. The client shall communicate to the Stockbroker 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.
- 36) The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non- tamperable 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.

- 37) The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 38) The Member 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.
- 39) The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Byelaws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
- 40) In addition to the e-mail communication of the ECNs to the client, the Member 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**

- 41) In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
- 42) The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 43) The Member 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, if either party is not satisfied with the arbitration award.
- 44) 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/Business Rules and circulars/notices issued there under of the Exchanges/SEBI.
- 45) All additional voluntary/non-mandatory clauses/documents added by the Member should not be in contravention with Rules/ Business Rules/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.
- 46) If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity 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.
- 47) Members are required to send account statement to their clients every month.

The Securities and Exchange Board of India (hereinafter referred to as "SEBI") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 and SEBI circular no. CIR/MRD/DP/19/2014 dated June 3, 2014 for facilitating lending and borrowing of securities through a Clearing Member registered with SEBI.

#### Obligations on Clearing Member

1. Before entering into an arrangement with a Client under SLBS, The Clearing Member shall inform the Client that it has entered into an agreement with the Clearing Corporation, and it has been admitted as Participant of Clearing Corporation to facilitate lending and borrowing of securities.
2. The Clearing Member has made the Client aware of and the Client has understood the precise nature of the Clearing Member's liability under SLBS including any limitations, the liability and the capacity in which the Clearing Member acts.
3. Clearing Member and the Client shall be bound by scheme and circulars issued by SEBI from time to time, scheme/circulars issued by clearing corporation/stock exchange, and/or the Rules, Byelaws, Regulations of the stock exchange and or clearing corporation as applicable and as in force from time to time.
4. **ISSUE OF CONFIRMATION MEMO:** - The Clearing Member shall, upon execution of the Client's transaction on the order matching platform of the Clearing Corporation, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the Clearing Corporation from time to time.
5. **MONEY / SECURITIES TO BE KEPT IN SEPARATE BANK / DEMAT ACCOUNT:** -The Clearing Member shall keep the money / securities deposited by the Client in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Clearing Member for itself or for any other Clients or for any purpose other than the purposes mentioned in the scheme/circulars issued by SEBI, Rules, Bye-laws and Regulations of clearing corporation/stock exchange, as may be applicable and circulars issued by clearing corporation/stock exchange there under from time to time.
6. **UPDATE ON SETTLEMENT PROCESS:** - The Clearing Member shall inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.
7. **COMPLIANCE WITH KYC NORMS:-** The Clearing Member undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the Clearing Corporation or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; provided however that the Clearing Member may so disclose information about its Client to any person or authority with the express permission of the Client.
8. **RETURN OF SECURITIES AND LENDING FEES TO CLIENT AS A LENDER:-** Where the Client is a lender unless otherwise agreed upon between the Clearing Member and the Client, the Clearing Member shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the Clearing Corporation. The Clearing Member shall ensure the return of the lending fees to the Client within such time as may be prescribed by the Clearing Corporation.
9. **DELIVERY OF SECURITIES TO CLIENT AS A BORROWER:** - Where the Client is the borrower unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral. Notwithstanding any other provisions of the agreement between the Clearing Corporation and Clearing Member, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars issued by SEBI, SLBS and the Circulars issued there under by Clearing Corporation.
10. **ABIDE BY LAW & ACQUAINTANCE TO LAW:** - The Clearing Member declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time, and the terms and conditions of the agreement between the Clearing Corporation and Clearing

Member to the notice of the Client and the Client agrees to comply with and adhere to the same.

11. **PROCESSING CHARGES:** - The Clearing Member agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time.

#### Right of Clearing Member

1. **CONSIDERATION:** - The Clearing Member is entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the Clearing Corporation in its circulars from time to time.
2. **MARGINS:** - The Clearing Member is empowered to call upon the Client to pay such margins as may be specified by the Clearing Corporation from time to time.
3. **RECOVERY:-** The Clearing Member shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the Clearing Corporation or imposed by the Clearing Corporation on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Clearing Member against the Client's liabilities / obligations.
4. **Due Diligence:** - The Clearing Member shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objective relevant to the services to be provided.

#### Obligations on Client

1. **ELIGIBILITY CRITERIA:** - The Client represents that he is eligible to participate in the SLBS and has satisfied the criteria specified by the Clearing Corporation.
2. **UPDATE & COMPLY WITH THE SETTLEMENT PROCESS:-** Notwithstanding anything contained in this document, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the Clearing Corporation.
3. **PROCESSING CHARGES:-**The Client agrees to pay the Clearing Member, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Clearing Member.
4. **CHANGE IN KYC INFORMATION:** - The Client agrees to immediately notify the Clearing Member in writing whenever there is any change of information in the "Know Your Client (KYC) Form" provided by the Client to the Clearing Member, in the manner prescribed by SEBI/clearing corporation/stock exchange.
5. **AUTHORISED REPRESENTATIVE:-**The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.
6. **RETURN OF SECURITIES:-**The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the Clearing Corporation in the Circulars issued from time to time.
7. **PAYMENT OF MARGINS:-**The Client agrees to pay such margins as may be specified by the Clearing Member in accordance with the requirement of Clearing Corporation or SEBI from time to time.
8. **EXPOSURE / POSITION LIMITS:-**The Client agrees to abide by the exposure / position limits, if any, set by the Clearing Member or the Clearing Corporation or Stock Exchange or SEBI from time to time.
9. **SECURITIES LENT TO BE UNENCUMBERED:-**The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.
10. **INSOLVENCY:-** The Client agrees to immediately furnish information to the Clearing Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.
11. **COLLATERAL:-** At the discretion of the Clearing Member, where the Client deposits the required collaterals with the Clearing Member, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

## Rights of Client

1. **RIGHT OF CLIENT AS LENDER TO RECEIVE SECURITIES OR FINANCIAL COMPENSATION AND LENDING FEES:** - Where the Client is the lender unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The client shall be entitled to receive lender's fees for the securities lent.
2. **RECONCILIATION OF ACCOUNT:** - The Client and Clearing Member shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.
3. The Client shall satisfy itself of the capability of the Clearing Member and wishes to deal through the Member for lending and borrowing of securities

**TERMINATION:** - The relationship between Client and Clearing Member shall forthwith terminate if the Clearing Member for any reason ceases to be a Clearing Member under the circumstances as prescribed by the Clearing Corporation. Further, either of the parties shall be entitled to terminate the relationship by giving prior written notice of at least one month to other party without assigning any reason. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions under the SLBS entered into prior to the date of the notice of termination.

**AMENDMENT:-** The rights and obligations contained in this document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of the provisions of acts, rules, regulations, notices and circulars of Clearing Corporation / SEBI governing SLBS segment or derogatory to rights and obligations prescribed herein.

**ARBITRATION:** - The Clearing Member and the Client shall co-operate with each other and with the Clearing Corporation in redressing their grievances in respect of transactions under the SLBS. All disputes and differences or questions arising out of or in relation to relationship between the Client and Clearing Member including failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of these rights and shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided in accordance with the procedures as prescribed by the SEBI/Clearing Corporation under the SLBS, the Circulars issued there under or Rules, Bye-laws and Regulations of Clearing Corporation.

**GOVERNING LAW AND JURISDICTION:** - The relationship between Clearing Member and a Client and all difference/disputes/claims arising thereto shall be governed by and construed in all respects in accordance with the laws of India. In relation to any legal action or proceedings to which the Clearing Corporation is a party, the parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought before an inconvenient forum. In relation to any legal action or proceedings to which Clearing Corporation is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

**CANCELLATION OF TRANSACTIONS:-** Notwithstanding anything contained in the Agreement between Clearing Corporation and Clearing Member or in the Rights and Obligations statement of Clearing Member and the Client, the Clearing Corporation shall be entitled to cancel transactions under the SLBS, either on an application by a Clearing Member or suo moto or under regulatory directions, and in such an event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the Clearing Corporation nor the Clearing Member shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

**DISCONTINUATION OF SLBS AND PARTICIPATION IN SLBS:-**The Clearing Corporation shall be entitled to discontinue the SLBS or the participation of the Clearing Member in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the Clearing Corporation from time to time.

The words and expressions in this document are used for the purpose of convenience only and shall not affect the construction of the terms of this document. Words and expressions which are used in this document, unless the context required otherwise, have the same meaning as assigned thereto in the rules, bye-laws, regulations, circular, notices issued there under by Clearing Corporation / SEBI.

# RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

The Exchange does not expressly or impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), 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 the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment 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, you should be aware of or must get acquainted with the following:

1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

ii. Risk of Lower Liquidity

a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative 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.

b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

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

iv. Risk-reducing orders.

Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such 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.

- a) 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 commodity derivatives contract.
- b) A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- c) A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 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.

**v. Risk of News Announcements**

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements 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 commodity/ commodity derivatives contract.

**vi. Risk of Rumors**

- a. Rumors about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumors.

**vii. System Risk**

- a. 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.
- b. 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 execution of order and its confirmation.
- c. 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

**viii. System/ Network Congestion**

- a. Trading on the Exchange is in electronic mode, based on satellite/ leased line 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 the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

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

- a. The amount of margin is small relative to the value of the commodity derivatives contract, so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the

Member of the Exchange may liquidate/square up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

d. Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.

e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### 3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

### 4. General

- i. **Deposited cash and property:**  
You should familiarize yourself with the protections according to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money, or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Byelaws and Business Rules of the Exchange.
- ii. **Commission and other charges:**  
  
Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3
- iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.
- v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

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 waste asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

Risks of Option Writers:

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

To  
B D Shah Securities Ltd.  
102/B Charmee Enclave Service Road,  
Vile Parle East Mumbai – 400057.

Dear Sir/Madam,

Self-Declaration

I / We \_\_\_\_\_ do hereby solemnly  
declare that I would intend to trade in the undermentioned commodity categories as below:

| <b>BULLION</b> | <b>BASE METALS</b> | <b>ENERGY</b> | <b>AGRI</b>  |
|----------------|--------------------|---------------|--------------|
| NON –<br>COM   | NON –<br>COM       | NON –<br>COM  | NON –<br>COM |

Thank you.

Yours faithfully

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

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

1. Stockbroker 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 phones, laptop with data card, etc. which use Internet Protocol (IP). The stockbroker 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 Stockbroker shall provide the stock broker's IBT Service to the client, and the client shall avail of the stock broker's IBT Service, on and subject to SEBI/ Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stockbroker 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 stockbroker.
4. The stockbroker shall make the client aware that the Stockbroker'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 Stockbroker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/ suspects discrepancies/ unauthorized access through his username/ password/ account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ securities trading through wireless technology and client shall be fully liable and responsible for any and all acts done in the Client's Username/ Password in any manner whatsoever.
8. The stockbroker 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 stockbroker 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 Stockbroker and the Exchange do not make any representation or warranty that the Stockbroker'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 Stockbroker 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.

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

### Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link <https://www.mcxindia.com/membership/notice-board/Member-AP> -Details to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <https://www.mcxindia.com/en/login> .The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Byelaws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear up your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favor of the Member. Ensure that you have documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing, preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted to maintain a running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.
26. Please ensure that you have documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the Commodity Exchange concerned. If you are not satisfied with the resolution of your complaint, then you can escalate the matter to SEBI.

## Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumors, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rate prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.

## Policies and Procedures

(Pursuant to SEBI's Circular MIRSD/SE/Cir-19/2009 dated December 3, 2009: Policies and Procedures)

This document outlines various policies and procedures framed and followed by B D SHAH SECURITIES LIMITED (BDSSL) (The Stock Broker) with respect to its dealing with its client and as a BDSSL on Bombay Stock Exchange Ltd.(BSE), National Stock Exchange of India Ltd.(NSE) and Multi Commodity Exchange (MCX)

The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of BDSSL, depending upon regulatory changes, its risk management framework, other market condition, etc.

The said policies and procedures which are subject to upgrade from time to time are produced below for the benefit and notice of all our clients.

- A. Refusal of orders for "Penny Stocks" Although, the term "Penny Stock" has not been defined by BSE, NSE, or any other stock exchange or by SEBI, a "Penny Stock" generally refers to a stock which has following characteristics:
  - Has small market capitalization.
  - Trades at a price less than its face value.
  - Has unsound fundamentals;
  - Is illiquid (A List of illiquid securities is jointly released by NSE and BSE, MCX-SX from time to time.)
  - Securities with Surveillance Concerns
  - BDSSL recognizes that it is the client's privilege to choose shares in which he / she would like to trade. However, BDSSL likes to pay special attention to dealing in "Penny Stocks". To this end:
    - BDSSL may refuse to execute any client's orders in "Penny Stocks" without assigning any reason for the same.
    - Any large order for purchase or sale of a "Penny Stock" should be referred to Head - Dealing before such orders can be put in the market for execution.
    - Clients must ensure that trading in "Penny Stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny Stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock
    - Clients are expected not to place orders in "Penny Stocks" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of BDSSL.
    - In case of sale of "Penny Stocks", clients should ensure the delivery of shares to BDSSL before the pay-in date.
- B. Setting up client's exposure limit
  - Exposure limit for each client is determined by the Risk Management Department based on client's net worth information, client's financial capacity, prevailing market conditions and margin deposited by client in the form of funds / securities with BDSSL. These limits may be set exchange-wise, segment-wise, and scrip-wise.
  - The limits are determined by Risk Management Department based on the above criteria and the payment history of the client in consultation with Branch Manager, Authorised Person. The final decision will be of the Risk Management Officer / Management.
  - BDSSL retains the discretion to set and modify, from time to time, any client's exposure limit decided as above.
  - Whenever any client has taken or wants to take exposure in any security, BDSSL may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, BDSSL may refuse to trade on behalf of such a client at its own discretion.
- C. Applicable brokerage rate
  - Brokerage Rate is mutually decided between BDSSL and each client based on client's track record, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI and the exchanges.
  - The applicable brokerage rate will be mentioned in the Client registration form and any change in the brokerage rate in future will be communicated to the client.
- D. Imposition of penalty / delayed payment charges by either party, specifying the rate and the period
  - Penalty and other charges levied by Exchanges / SEBI and/or any other relevant Authority pertaining to trading of the client shall be recovered from the respective client as long as such recovery is not restricted by law.
  - If there is delay on the part of the client in satisfying his / her margin obligation or settlement obligation then BDSSL shall levy delayed payment charges at the rate of not exceed 18% p.a. on such shortfall for the period of delay on such client. BDSSL shall recover such delayed payment charges from the client by debiting the client's account.
  - No interest or charges will be paid by BDSSL to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.
- E. Right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non -payment of client's dues

- BDSSL has the right to close out / liquidate or square off any open position of the client (limited to the extent of settlement / margin obligation), without giving any prior notice, all or any of the client's positions as well as securities / collaterals placed as margins for non-payment of margin or other amounts due from such client in respect of settlement or any other dues that are recoverable from the client by BDSSL. The proceeds of the same shall be adjusted against the client's liabilities / obligations. Any loss or financial charges on account of such close-out / liquidation shall be debited to the client's account.
- F. Shortages in obligations arising out of internal netting of trades
- In case of internal shortage positions the same shall be sent for self auction facility where available. Where self auction facility is not available / not availed the securities shall be purchased back in the account of the seller who has not delivered and the securities so purchased shall be given to the buyers on the receipt of the same. In case the securities cannot be purchased back for any reason whatsoever, the position will be closed out as per Exchange formula.
- G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of the client
- BDSSL shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following conditions:
- Extreme volatility in the market or in particular scrip or in the F&O segment.
  - There is shortfall in the margin deposited by client with BDSSL.
  - There is insider trading restrictions on the client.
  - There are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market.
  - There are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
  - The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
  - BDSSL has reached its limit in that scrip.
  - The client has breached the client-wise limit.
  - The client has taken or intends to take new position in a security which is in the banned period.
  - Due to abnormal rise or fall in the market, the markets are closed.
- H. Temporarily suspending or closing a client's account based on the client's request:
- Any client desirous of suspending his or her trading account has to give such request in writing to the management. After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client account, a request in writing should be made by the client to the management and the management may ask for updated financial information and other details for reactivating such account. After receiving necessary documents, details, etc. and approval from the management, the client account will be reactivated and transaction will be carried out.
  - Similarly, any client desirous of closing his / her account permanently is required to inform in writing and the decision in this regard will be taken by the management. After necessary approval from the management, the client code will be deactivated. Only after scrutinizing the compliance requirements and a "no pending queries" confirmation is taken, securities and funds accounts will be settled.
- I. Deregistering a Client
- BDSSL may, at its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which BDSSL may deregister a client are given below:
- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
  - Such client has been indicted by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or circular governing securities market.
  - Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
  - Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
  - Such client's account has been lying dormant for a long time or the client is not traceable.
  - Such client has been declared insolvent or any legal proceedings to declare him / her as insolvent have been initiated.
  - Such client has been irregular in fulfilling obligations towards margin or settlement dues.
  - Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of BDSSL or may act as detriment to BDSSL's prospects.
- J. Inactive Client account: Client account will be considered as inactive if the client does not trade for period of two years or the time period as may specified by the Regulator or Exchanges from time to time and as per the conditions as mentioned in the Inactive Client Account Policy of BDSSL. The client has to make written request for reactivation of their account. The Policy has been adopted by BDSSL at its Board Meeting and is subject to review from time to time as per the Circulars issued by Exchanges / Regulators.

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



## FATCA / CRS DECLARATION (NON-INDIVIDUALS)

1. Name of Entity: \_\_\_\_\_

2. Country of Incorporation: ☐ India ☐ US Other \_\_\_\_\_

3. Nature of Business ☐ Manufacturing ☐ Financial Services ☐ Distribution / Retail  
☐ Consultancy ☐ IT ☐ Investments ☐ Others

4. Services Provided: ☐ Forex / Money Charger Services ☐ Gaming / Gambling / Lottery Services  
☐ Money Leading / Pawing ☐ None of the above

5. (a) Country of Tax Residence: ☐ India ☐ US Other \_\_\_\_\_

5. (b) Tax Identification No. (US TIN) or equipment (other): 1) \_\_\_\_\_ 2) \_\_\_\_\_

6. Whether "Specified US Person" ☐ Yes ☐ No

(Please full up EITHER section 7 OR section 8, as the case may be)

7. Please fill up this section if entity is Non US Financial Institution (FFI):

a. Registered Deemed Complaint FFI ☐

(Reporting Model 1 FFI)

b. Participating FFI ☐

Please provide GIIN (mandatory) \_\_\_\_\_

If GIIN is not available, please select:

a. Owner Documented FFI with specified US owners ☐

b. Deemed complaint FFI (Other than above mentioned categories) ☐

c. Exempt Beneficial Owner ☐

d. Non-Participating Foreign Financial Institution ☐

e. Non-reporting FFI ☐

8. Please fill up this section if entity is Non Financial Entity:

a. Active NFFE ☐

b. Passive NFFE ☐

c. Direct Reporting NFFE ☐

GIIN (mandatory if 'c' is selected): \_\_\_\_\_

9. Please fill below if applicable:

a. Our company is Listed Company listed on recognized stock exchange

b. Our company is a subsidiary of the Company

c. Our company is controlled by a Listed Company

Details of Listed Company (if 2nd or 3rd selected above):

a. Name of Company: \_\_\_\_\_

b. Stock Exchange on which listed: \_\_\_\_\_

## Declaration

1. I/We hereby that the details furnished above are true and correct to the best of my/our knowledge and belief correct and complete. In case of any change in the above status given on a future date, I/we undertake to inform B D Shah Securities Limited (BDSSL) the same within 30 days.
2. I/we agree that if we are a Specified U.S. Person or tax resident of a reportable foreign jurisdiction (other than U.S.) or an entity with US Persons / foregin tax residents UBO requiring under FATCA/CRS or any other laws, our account details, as required under Inter Governmental Agreement (IGA) /Multilateral Competent Authority Agreement (MCAA) signed by Indian Government, would be reported by BDSSL to the relevant tax authority.
3. I/We hereby confirm that details as provided above can be shared by BDSSL with the concerned Asset Management Companies (AMC's) or such other product providers, to whom FATCA/CRS norms are applicable, in whose schemes / products we may invest/transact in future through BDSSL.

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

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

For more details about FATCA, please refer US IRS website on -

<http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA>. If you are sure about your entity's FATCA status, you are requested to contact your tax advisor.

## Declaration for Ultimate Beneficial Ownership (UBO)

[Mandatory for all entities except listed company or subsidiary of / controlled by a listed company  
AND UBO holding is more than 25% (corporate) / 15% (entities other than corporate)]

To,  
B D Shah Securities Limited (BDSSL)

Name of Customer: \_\_\_\_\_

☐ We hereby declare that besides the persons mentioned in the table below there are no other natural person's who ultimately hold 25%<sup>(a)</sup> or more of shares directly or indirectly; or exercise control/influence, whether directly or indirectly through voting rights/agreement/arrangement. (You can take Multiple copies of this page if details of more than 2 persons are to be mentioned)

|                                                    |                                                                                                                                    |                                                                                                                                    |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Name                                               |                                                                                                                                    |                                                                                                                                    |
| Father's Name                                      |                                                                                                                                    |                                                                                                                                    |
| Gender                                             | <input type="checkbox"/> Male <input type="checkbox"/> Female                                                                      | <input type="checkbox"/> Male <input type="checkbox"/> Female                                                                      |
| Address with city, state postal code and country   |                                                                                                                                    |                                                                                                                                    |
| Birth Date                                         |                                                                                                                                    |                                                                                                                                    |
| Country of Birth                                   |                                                                                                                                    |                                                                                                                                    |
| Nationality                                        |                                                                                                                                    |                                                                                                                                    |
| US Person (Y/N)                                    |                                                                                                                                    |                                                                                                                                    |
| Country of Tax Residency                           |                                                                                                                                    |                                                                                                                                    |
| TIN equivalent No.                                 |                                                                                                                                    |                                                                                                                                    |
| Occupation Type                                    | <input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others                                 | <input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others                                 |
| Share Holding (%)*                                 |                                                                                                                                    |                                                                                                                                    |
| PAN                                                |                                                                                                                                    |                                                                                                                                    |
| ID Proof document submitted                        | <input type="checkbox"/> PAN <input type="checkbox"/> Passport<br><input type="checkbox"/> Aadhaar <input type="checkbox"/> Others | <input type="checkbox"/> PAN <input type="checkbox"/> Passport<br><input type="checkbox"/> Aadhaar <input type="checkbox"/> Others |
| Relationship with Entity                           | <input type="checkbox"/> Director <input type="checkbox"/> Shareholder<br><input type="checkbox"/> Promoter / Trustee / Partner    | <input type="checkbox"/> Director <input type="checkbox"/> Shareholder<br><input type="checkbox"/> Promoter / Trustee / Partner    |
| Address Proof document submitted                   |                                                                                                                                    |                                                                                                                                    |
| UBO Code (Please refer below point no. 3 UBO Code) |                                                                                                                                    |                                                                                                                                    |

OR

☐ We hereby declare that there are no natural persons who ultimately hold 25%<sup>(a)</sup> or more of share directly or indirectly; or exercise control/influence, whether directly or indirectly through voting rights/agreement/arrangement. Hence, there are no Controlling Persons including U Foreign Citizens / Residents holding 25%<sup>(a)</sup> or more shares.

(to be signed by company secretary / partners / trustees / members as applicable)

### Notes:

\* Nature of Beneficial Owner.

1. a) Shareholding > 25% (In case where juridical person is company) & > 15% (In case Juridical person is Firm / Unincorporated association / body of individuals / trust)

b) Management Control. If (a) Indicate the extent of shareholding. For (b) mention the capacity in which engaged with the corporate. @ The said natural person may act alone or together, or through one or more juridical person Promoter and controls are terms as defined under Companies ' Act and SEBI regulations.

### 3. UBO code for controlling person type.

| UBO Code | Description                                                |
|----------|------------------------------------------------------------|
| C01      | CP of Legal person-ownership                               |
| C02      | CP of Legal person- other means                            |
| C03      | CP of Legal person-senior managing official                |
| C04      | CP of Legal arrangement-trust settlor                      |
| C05      | CP of Legal arrangement-trust-trustee                      |
| C06      | CP of Legal arrangement-trust protector                    |
| C07      | CP of Legal arrangement-trust beneficiary                  |
| C08      | CP of Legal arrangement-trust-other                        |
| C09      | CP of Legal arrangement-trust-other settlor equivalent     |
| C10      | CP of Legal arrangement-trust-other trustee equivalent     |
| C11      | CP of Legal arrangement-trust-other protector equivalent   |
| C12      | CP of Legal arrangement-trust-other beneficiary equivalent |
| C13      | CP of Legal arrangement-trust-other other equivalent       |
| C14      | Unknown                                                    |

#### Definitions

The following definitions and content are based on relevant extracts taken from applicable laws and provided only for reference purpose and do not constitute tax advice. The applicable laws including these definitions are subject to change from time to time and local laws may define the meaning of certain terms differently. Clients should consider updated / local laws and seek appropriate external advice, where necessary.

1) Specified U.S. Person: The term "Specified U.S. Person" means a U.S. Person, Other than:

- i. A corporation the stock of which is regularly traded one or more established securities markets;
- ii. Any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e) of the U.S. Internal Revenue Code, as corporation described in clause (I);
- iii. The United States or any wholly owned agency or instrumentality thereof;
- iv. Any States of the United States, any U.S. Territory, any political subdivision of any the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- v. Any organization exempt from taxation under section 501(a) U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;
- vi. Any bank as defined in section 581 of the U.S. Internal Revenue Code;
- vii. Any real-estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;
- viii. Any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.80a-64)
- ix. Any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;
- x. Any trust that is exempt from tax under section 664© of the U.S. Internal Revenue Code that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;
- xi. A dealer in securities, commodities or derivatives financial instruments (Including notional principal contracts, futures, forwards, and options) that is registered such as under the laws of the U.S. States for any States;
- xii. A broker as defined in section 6045© of the U.S. Internal Revenue Code; or
- xiii. Any tax-exempt trust under a plan that is described in section 403(b) or section 457(b) of the U.S. Internal Revenue Code.

2. U.S. Person: The term "U.S. Person" means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any other States thereof, a trust if (i) A court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) One or more U.S. Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is citizen or resident of the United States. This paragraph shall be interpreted in accordance with the U.S. Internal Revenue Code.

3. Financial Institution (FI): The term "Financial Institution" means a Custodial Institute, a Depository Institution, an Investment Entity, or a Specified company. [Note: AFFI (Foreign Financial Institution) trust would be Non U.S. FI]
4. Investment Entity:
  - A. An entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
    1. Trading money market instruments (Cheques, bills, certificate of the deposit, derivatives, etc.) foreign exchange interest rate, and index instruments, transferable securities; or commodities futures.
    2. Individual or collective portfolio management; or otherwise investing, administering, or managing funds, money or financial assets on behalf of other person.
  - B. An entity whose gross income is primarily attributable to investing, reinvesting, or trading and the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described in paragraph(a); or
  - C. An entity that functions or holds itself out as collective
5. GIIN: GIIN means a Global Intermediary Identification Number assigned to participating FFI, or a reporting model 1 FFI for purpose for identifying such entity to withholding agents. All GIINs will appear on the IRS FFI list.
6. Register deemed Complaint FFI: An FFI that registers with the IRS to declare its status. Includes certain local banks, non-reporting members of participating FFI groups, qualified collective investment vehicles, restricted funds, and FFI that complies with FATCA requirements under an agreement between the U.S. and a foreign government including reporting model 1 FFI that complies with a Model 1 IGA.
7. Reporting Model 1 FFI—An FFI with respect to which a foreign government or agency thereof agrees to obtain and exchange information pursuant to a Model 1 IGA, other than an FFI that is treated as a nonparticipating FFI under the Model 1 IGA.
8. Participating FFI: A participating FFI is a FFI, including a reporting Model 2 FI, that has agreed to comply with the terms of an FFI agreement. The term participating FI also includes a Qualified Intermediary (QI) branch of a U.S. financial institution, unless such branch is a reporting Model 1 FFI
9. Deemed complaint FFI: An FI that is:
  1. A registered deemed complaint FFI
  2. A certified deemed complaint FFI
  3. An owned-document FFI
  4. A QI branch of a U.S. financial institution that is reporting Model 1 FFI
10. Exempt Beneficial Owner: The term exempt beneficial owner means a beneficial owner of a payment made to persons like Government Entities, Government of a U.S. territory, Central Banks, International Organizations, certain Retirement Funds, etc., or that is otherwise treated as an exempt beneficial owner pursuant to a Model 1 IGA or Model 2 IGA.
11. Nonparticipating FFI: An FFI other than a participating FFI, a deemed-complaint FFI, or an exempt beneficial owner.
12. Non-reporting IGA FFI: An FFI that is identified as a Nonparticipating financial institution pursuant to a Model 1 IGA or Model 2 IGA and that is not a registered deemed-complaint FFI.
13. Passive NFFE: A "Passive NFFE" means any NFFE that is not (i) an Active NFFE, or (ii) a withholding foreign partnership or withholding foreign trust.
14. Active NFFE: An "Active NFFE" means any NFFE that meets at least one of the following criteria:
  - a. Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income.
  - b. The stock of the entity is regularly traded on an established securities market or the non-financial entity is a related entity of an entity, the stock of which is regularly traded on an established securities market.
  - c. The entity is a Governmental entity, an International Organization, a Central Bank, or an entity wholly owned by one or more of these entities; or

- d. Substantially all of the activities of the entity consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or business other than the business of a financial institution: Provided that an entity shall not qualify for this status if it functions as an investment fund, such as private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire of fund companies and then hold interests in those companies as capital assets for investment purpose; or The entity is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a financial institution, provided that the entity shall not qualify for this exception after the date that is twenty four months after the date of the initial organization of the entity; or
  - v. The entity was not a financial institution in the past five years, and is in the process of liquidating its assets or is recognizing with intent to continue or recommence operations in a business other than that of a financial institution; or
  - vi. The entity primarily engages in financing and hedging transactions with, or for, related entities which are not financial institutions, and does not provide financing or hedging services to any entity which is not a related entity, provided that the group of any such related entities is primarily engaged in a business other than that of a financial institution; or
  - vii. The entity fulfills all of the following requirements, namely:
    - a. It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purpose; or it is established and operated in India and it is professional organization, business league, chamber of commerce, labour organization, agriculture or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
    - b. It is exempt from income-tax in India.
    - c. It has no shareholder or members who have a proprietary beneficial interest in its income or assets;
    - d. The applicable laws of the entity's country or territory of residence or the entity's formation documents do not permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the entity has purchased; and the applicable laws of the entity's country or territory of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets must be distributed to a Governmental entity or other non-profit organization, or escheat to the Government or the entity's country or territory of residence or any political sub-division thereof.
15. Direct Reporting NFFE: A new category of Passive NFFE- a Direct Reporting NFFE that would be treated as an Exempt Beneficial Owner. It will be required to elect to, and report directly to the IRS certain information about its direct or indirect substantial U.S. owner. The NFFE will also be required to register with the IRS to obtain its GIIN.
16. Controlling person means the natural person who exercises control over an entity and includes a beneficial owner as determined under sub-rule (3) of rule 9 of the Prevention Money-laundering (Maintenance of Records) Rules, 2005.
17. Owner-documented FFI: An FFI that:
- a. Is an FFI solely because it is an investment entity.
  - b. Is not owned by or in an expanded affiliated group with any FFI that is a depository institution, custodial institution, or specified insurance company;
  - c. Does not maintain a financial account for any nonparticipating FFI.
  - d. Provides the designated withholding agent with all of the required documentation and agrees to notify the withholding agent if there is a change in circumstances; and
  - e. The designated withholding agent agrees to report to the IRS (or to the relevant foreign government or agency thereof) all of the information with respect to any specified U.S. Persons;



# B D SHAH SECURITIES LTD

DP of CDSL (I) Ltd  
DP ID-21700 DP SEBI Reg.No: IN-DP-CDSL-148-2015



CDSL  
YOUR  
DEPOSITORY

102/B, Charmee Enclave, Service Rd, Off- Shraddhanand Rd, Vile Parle-E, Mumbai-400057, Ph-26101817

## TARIFF

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

| ON Market (Sales)        | With B.D.Shah Securities Ltd.    | Rs.20/-        |               |
|--------------------------|----------------------------------|----------------|---------------|
|                          | Outside B.D.Shah Securities Ltd. | % of Valuation | Minimum (Rs.) |
| 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 Shares + Rs.15/- Per 100 Shares |
| 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                                                                                                                                                                                                                     |
| <b>BSDA AMC Charges</b>                      | <b>'0' to Up to Rs. 4 lakhs' - NIL /0/Zero</b><br><b>More than Rs. 4 lakhs but up to 10 lakhs — Rs. 100/-</b><br><b>(Rs. 100/one Hundred /Hundred)</b><br><b>More than Rs. 10 lakhs Normal slab applicable as per normal charges</b> |

### 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.
3. 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.
5. 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.

I Mr. /Mrs. /Miss/M/s. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ . Having **BOID: 12021700** \_\_\_\_\_

I / We Accept the above mentioned Tariff.

|                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|
|                                  |                                  |                                  |
| x                                | x                                | x                                |
| 1 <sup>st</sup> Holder Signature | 2 <sup>nd</sup> Holder Signature | 3 <sup>rd</sup> Holder Signature |

## Tariff Sheet (Charges Applicable on Trading Transactions)

| Type Of Charge                                              | Amount (Excludes GST)                                     |
|-------------------------------------------------------------|-----------------------------------------------------------|
| CASH SQ. OFF %                                              | 0.05% Buy, 0.05% Sell                                     |
| CASH SQ. OFF MIN(PS)                                        | 0.05 (Buy and Sell)                                       |
| CASH SETTLEMENT %                                           | -                                                         |
| CASH SETTLEMENT MIN (PS)                                    | -                                                         |
| CASH DELIVERY (PS)                                          | 0.35%                                                     |
| CASH DELIVERY MIN (PS)                                      | 0.05                                                      |
| FUTURES SQ. OFF %                                           | 0.05% Buy, 0.05% Sell                                     |
| FUTURES SQ. OFF MIN(PS)                                     | 0.05 (Buy and Sell)                                       |
| FUTURES SETTLEMENT %                                        | -                                                         |
| FUTURES SETTLEMENT MIN (PS)                                 | -                                                         |
| FUTURES DELIVERY (PS)                                       | -                                                         |
| FUTURES DELIVERY MIN (PS)                                   | -                                                         |
| OPTION INDEX / STOCK SQ.OFF %                               | Rs.50 Per Lot (Buy), Rs.50 Per Lot (Sell)                 |
| OPTION INDEX / STOCK SQ.OFF MIN(PS)                         | -                                                         |
| OPTION INDEX / STOCK SETTLEMENT %                           | -                                                         |
| OPTION INDEX / STOCK SETTLEMENT MIN (PS)                    | -                                                         |
| OPTION INDEX / STOCK DELIVERY (PS)                          | -                                                         |
| OPTION INDEX / STOCK DELIVERY MIN (PS)                      | -                                                         |
| MINIMUM PER CONTRACT                                        | Rs. 25/-                                                  |
| <b>Additional Charges Applicable on Trading transaction</b> |                                                           |
| Exchange transaction charges                                | Charged by the respective exchanges                       |
| Clearing charges                                            | Charged by the clearing member                            |
| Securities Transaction Tax (STT)                            | Direct tax levied under STT Ac                            |
| Goods & Services Tax                                        | Goods and Service Tax as applicable over and above Tariff |
| SEBI Turnover fees                                          | Charge levied by SEBI on each transaction                 |
| Stamp Duty                                                  | Charged by respective State where the investor Resides    |

## Facility of Freezing Account

Kindly note that as per SEBI Circular SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated JANUARY 12, to clients you can now opt to freeze / block the Online access to your trading Account by either sending a request email from your registered Email Id on stoptrade@bdshah.com or by way of message from your registered mobile number on 9322235659.

Timelines to freeze / block the client account:

The online access of the trading account given to client will be freezed /blocked as also will cancel all the pending orders of the said client. The timelines for freezing/ blocking the online access of the clients' trading account is as under:

| Scenario                                                                                    | Timelines for issuing acknowledgement as well as freezing blocking of the online access of the trading account |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Request received during the trading hours and within 15 minutes before the start of trading | Within 15 mins                                                                                                 |
| Request received after the trading hours and 15 minutes before the start of trading         | Before the start of next trading session                                                                       |

A. Trading hours will be as follows:

| Segment                 | Start Time | End Time |
|-------------------------|------------|----------|
| Capital Market          | 9:15 am    | 3:30 pm  |
| Equity Derivatives      | 9:15 am    | 3:30 pm  |
| Commodities Derivatives | 9:39 am    | 11:30 pm |

The time limit of 15 minutes is being specified for the purpose of issuing acknowledgement as well as freezing/blocking of the online access of the trading account. The trading hours and the time limit may change depending upon the change in market timing.

You can avail the policy regarding the same by visiting the following link:  
[https://www.bdshah.in/\\_files/ugd/8409c4\\_087ff99087ce4b2e9d80f70a44092c5a.pdf](https://www.bdshah.in/_files/ugd/8409c4_087ff99087ce4b2e9d80f70a44092c5a.pdf)

I / we acknowledge receipt of the above Facility of Freezing Account and Policy regarding the same:

(For non-custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stockbroker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.

You are required to place collaterals as margins with the stockbroker before you trade. The collateral can either be in the form of funds transfer into specified stockbroker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stockbroker website. Please do not transfer funds into any other account. The stockbroker is not permitted to accept any cash from you.

2. The stockbroker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stockbroker will levy on you.

3. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in Favor of the stockbroker. You can view your demat account balances directly at the website of the Depositories after creating a login.

4. The stockbroker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stockbroker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).

5. You will get a contract note from the stockbroker within 24 hours of the trade.

6. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stockbroker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.

7. The stockbroker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, net worth, etc.) with the stockbroker as and when requested for. Kindly also keep your email Id and mobile phone details with the stockbroker always updated.

8. In case of disputes with the stockbroker, you can raise a grievance on the dedicated investor grievance ID of the stockbroker. You can also approach the stock exchanges and/or SEBI directly.

9. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

## 1. NON-ISSUANCE OF DELIVERY SLIP

I/We hereby state that: [select one of the options given below]

☒ Option 1:

I/We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL account though I/ We have issued a Power of Attorney (POA) in favor of B D SHAH SECURITIES LIMITED for executing delivery instructions for settling stock exchange trades (Settlement related transactions) effected through such Clearing Member.

☐ Option 2:

I/We do not require the Delivery Instruction Slip (DIS) for the time being, Since I/We have issued a POA in favor of B D SHAH SECURITIES LIMITED for executing the delivery instructions for settling stock exchange trades [settlement related transaction] effected through such Clearing Member. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

2. MAINTAIN BASIC SERVICE DEMAT ACCOUNT (BSDA) : ☐ Yes ☐ No ☐ Opt out Keeping in view my past and proposed transaction and holding, I would like to continue / avail normal depository participant facility. I have also noted that being a normal depository participant (Non BSDA), normal annual subscription charges as per the B D SHAH SECURITIES LIMITED Demat tariff would be applicable.

Terms and Conditions:

- a. I/We hereby confirm and understand that by providing this authorization we specifically waive off the right to assess my Depository participant as BSDA account even if applicable by eligibility.
- b. Salient Features of BSDA are kept on and I/we hereby confirm to have read and understood the salient features of BSDA account.
- c. I/We confirm and understand that my Depository Participant would be charged and treated as normal Depository participant (NON BSDA) until opted otherwise by a specific Communication to B D SHAH SECURITIES LIMITED.

|           |                               |                        |                        |
|-----------|-------------------------------|------------------------|------------------------|
| Place     |                               | Date                   | 05-01-2026             |
| BO ID     |                               |                        |                        |
|           | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder | 3 <sup>rd</sup> Holder |
| Name      |                               |                        |                        |
| Signature |                               |                        |                        |

# 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 followed meaning unless indicated otherwise:

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

### Availability:

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

### Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts, then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depends on many factors including the infrastructure and connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/or inaccuracy. In case the BO observes any error in

the information provided in the alert; the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. That may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.

5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to BO/account/unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed without proper authority 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.

#### **Authorization for receiving SMS Alerts from CDSL**

1. 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.
2. 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.

3. 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.
4. I / We further understand that the SMS alerts would be sent for a maximum of 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.
5. 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.

|                                                                                                |                               |                                                |                        |
|------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------|------------------------|
| Place                                                                                          |                               | Date                                           |                        |
| BO ID                                                                                          |                               |                                                |                        |
| Mobile Number on which messages are to be sent:                                                |                               | The mobile number is registered in the name of |                        |
| E-mail ID: (Please write only ONE valid email id on which communication, if any is to be sent) |                               |                                                |                        |
|                                                                                                | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder                         | 3 <sup>rd</sup> Holder |
| Name                                                                                           |                               |                                                |                        |
| Signature                                                                                      |                               |                                                |                        |

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

## General Clauses

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

## Beneficial Owner Information

1. 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.
2. 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

1. 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"
2. 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.
3. 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

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

## Separate Accounts

1. 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.
2. The DP shall not facilitate the Beneficial Owner to create or permit any pledges any/ 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

1. 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.
2. 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.
3. The Stockbroker/ Stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (POA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute POA or DDPI.

#### Statement of Account

1. 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.
2. 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.
3. 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.
4. 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

1. 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 the demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
2. 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

1. On event of Beneficial Owner committing a default in the payment of any amount provided in Clauses 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.
2. 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

1. As per Section 16 of Depositories Act, 1996,
  - (a) 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.
  - (b) 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

23. 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.
24. The DP of 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.
25. "The Joint holders are aware that in case of any Statutory Order for freezing any one joint holder, the demat

account will be frozen and the other joint holders will have to obtain a specific Order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the Order issuing authority”.

#### Redressal of Investor Grievance

26. 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

27. 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

28. 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.

29. 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 Byelaws of the relevant Depository, where the Beneficial Owner maintains his/her account, that may be in force from time to time.

30. The Beneficial Owner and the DP shall abide by the Arbitration and conciliation procedure prescribed under the Byelaws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

31. 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.

32. 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.

33. 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 the document.

## Declaration by the Beneficial Owner

I/We hereby confirm having read/ explained and understood the contents of the “Rights and Obligation” document(s). I/ We do hereby agree to be bound by such provisions as outlined in these documents.

I/We have also been informed that the standard set of documents has been displayed for information on the depository participant’s designated website, if any.

I would like to receive Rights and Obligations documents in ☐ Physical ☐ Electronic Form

|           |                               |                        |                        |
|-----------|-------------------------------|------------------------|------------------------|
| Place     |                               | Date                   |                        |
| BO ID     |                               |                        |                        |
|           | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder | 3 <sup>rd</sup> Holder |
| Name      |                               |                        |                        |
| Signature |                               |                        |                        |

## MANAGING YOUR DEMAT ACCOUNT WITH CDSL SIMPLE DO'S AND DON'Ts

1. Verify your transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform your DP or CDSL.
2. Intimate any change of address or change in bank account details to your DP immediately.
3. While accepting the Delivery Instruction Slip (DIS) book from your DP, ensure that your BOID is pre-stamped on all the pages along with the serial numbers.
4. Keep your DIS book safely and do not sign or issue blank or incomplete DIS slips.
5. Strike out the empty space, if any, in the DIS, before submitting to DP.
6. For market transactions, submit the DIS ahead of the deadline time. DIS can be issued with a future execution date.
7. The demat account has a nomination facility and it is advisable to appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.
8. To open and operate your demat account, copy of PAN card of all account holders is to be submitted to the DP along with original PAN card, for verification.
9. Register for CDSL's SMART (SMS Alerts Related to Transactions) facility. If any unauthorized debit is noticed, the BO should immediately inform CDSL and the Main DP, in writing. An email may be sent to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com)
10. Register for CDSL's Internet based facility "easi" to monitor your demat account yourself. Contact your DP or visit CDSL's website: [www.cdslindia.com](http://www.cdslindia.com) for details.
11. In order to receive all the credits coming to your demat account automatically, you can give a one-time, standing instruction to your DP.
12. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.

|           |                               |                        |                        |
|-----------|-------------------------------|------------------------|------------------------|
| Place     |                               | Date                   |                        |
| BO ID     |                               |                        |                        |
|           | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder | 3 <sup>rd</sup> Holder |
| Name      |                               |                        |                        |
| Signature |                               |                        |                        |

1. I/ We hereby submit voluntarily at my/ our own discretion, the physical copy of Aadhar card/ physical eAadhar/ masked Aadhar/ offline electronic Aadhar xml as issued by UIDAI (Aadhar) to B D SHAH SECURITIES LIMITED for the purpose of establishing my/ our identity/ address proof and voluntarily give my/ our consent to open account/ process instructions for the said purpose with B D SHAH SECURITIES LIMITED in my/ our name/s individual capacity/ies using my/ our Aadhar or as an authorized signatory in non-individual accounts.
2. The consent and purpose of collecting Aadhar has been explained to me/us. B D SHAH SECURITIES LIMITED has informed me/ us that my/our Aadhar submitted to the DP/Broker herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. B D SHAH SECURITIES LIMITED has also informed me/ us that this consent and my/ us Aadhar will be stored along with my/ our account details.
3. I/ We hereby declare that all the information voluntarily furnished by me/ us is true, correct and complete. I/We will not hold B D SHAH SECURITIES LIMITED or any of its officials responsible in case of any incorrect information provided by me/ us.
4. I/We hereby authorize you to use the above furnished details for registration KRA, CERSAI, exchanges and other parties involved for the purpose of KYC registration.
5. I / We hereby declare that I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/ CIBIL (Credit Information Bureau of India Ltd.) etc. I /we further declare that the above -mentioned declaration/ statement is true and correct.

|      | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder | 3 <sup>rd</sup> Holder |
|------|-------------------------------|------------------------|------------------------|
| Name |                               |                        |                        |
| PAN  |                               |                        |                        |

| Place     |                               | Date                   |                        |
|-----------|-------------------------------|------------------------|------------------------|
|           | Sole / 1 <sup>st</sup> Holder | 2 <sup>nd</sup> Holder | 3 <sup>rd</sup> Holder |
| Name      |                               |                        |                        |
| Signature |                               |                        |                        |

## Terms and Conditions

By proceeding with the online KYC process, I/We confirm that I/We have read, understood, and agreed to the following terms and conditions:

### Demat & Trading Preferences

1. I understand and agree that the information provided for Online Account Opening with B D Shah Securities Limited (BDSSL) (hereinafter referred to as "the Company") may be used to verify my details in KRA databases and fetch my information from KRA databases.
2. I acknowledge and agree that the Regular Demat and Trading account opened is for sole holders only.
3. I confirm my understanding and agreement to open a Regular Demat and Trading account.
4. I acknowledge that for opting for BSDA services, I will have to submit a physical account opening/modification form/or consent through registered email id.
5. I declare that I am an Ordinary Resident Individual in India and a Indian Citizen.
6. I acknowledge that my Trading and Demat account will be opened as per the name available in the Income Tax database.
7. I consent to receiving communication messages from the Company via SMS, telephone calls, and/or WhatsApp on my registered phone number(s).
8. I authorize the Company to share my registered email ID with the Registrar and Transfer Agency (RTA).
9. I consent to receiving all statements of accounts, statements of holding, contract notes, consolidated statements, transaction statements, and annual reports in electronic form.
10. I confirm my consent to avail of the SMS alert facility in my Demat and Trading account.
11. I confirm that I have not opted for a DIS booklet at the time of account opening.
12. I authorize the automatic credit of shares and securities into my Demat account without requiring separate consent for each transaction.
13. I consent to accepting all pledge instructions in my Demat account without any further instruction.
14. I acknowledge that by opening a Demat and Trading account online, the Demat Debit and Pledge Instruction (DDPI) will be enabled for the following options:
15. Transfer of securities for Stock Exchange-related deliveries/settlement obligations arising from trades executed on the Stock Exchange through the same stockbroker.
16. Pledging/re-pledging of securities in favor of the Trading Member (TM)/Clearing Member (CM) to meet margin requirements.
17. Mutual Fund transactions executed on Stock Exchange order entry platforms.
18. Tendering shares in open offers through Stock Exchange platforms.
19. I confirm my consent to avail of the facility of internet trading using wireless technology.
20. If I do not wish to avail of all the above DDPI options, I understand that I need to use the easiest facility or TPIN by CDSL

### Declarations

1. I declare that the signature and photograph provided by me belong to me and are being submitted for opening a Demat and Trading account with B D Shah Securities Limited
2. By providing my contact details, I authorize BDSSL to contact me and send promotional communications even if I am registered under the National Do Not Call (NDNC) Registry.
3. I confirm that I have read and understood the rules and regulations of the Depository and Depository Participant and agree to abide by them.
4. I declare that the details furnished by me are true and correct to the best of my knowledge. In case any information is found to be false or misleading, I understand that I may be held liable for it.

### General Terms & Conditions Email Statement:

1. I understand that email statements are for my convenience, and the Company is not liable for any breach of secrecy due to email transmissions.
2. I shall verify the authenticity of emails received from the Company and will not hold it responsible for any fraudulent emails from imposters.

3. The Company shall not be responsible for any issues arising due to incorrect email addresses or technical failures.

**Voluntary Aadhaar Consent:**

1. I Voluntary Aadhaar Consent: I voluntarily submit my Aadhaar details to B D Shah Securities Limited for identity and address verification.
2. I consent to the Company verifying my Aadhaar through QR code authentication or any other UIDAI- approved method.
3. The Company shall store my Aadhaar details securely and will not use them for any purpose other than compliance requirements.
4. I hereby give my explicit consent to download/fetch/update my address from Aadhar.

**FATCA Compliance:**

1. FATCA Compliance: I confirm that the information provided in the FATCA declaration is true and complete.
2. I authorize BDSSL to use my personal details for CBDT reporting as per applicable regulations.
3. Brokerage Plan: Brokerage shall be applicable as mutually agreed upon.

**E-mail/SMS and Voice Communications:**

1. E-mail/SMS and Voice Communications: By registering on www. I agree to receive calls, SMS, and emails from BDSSL, even if I am registered under the NDNC Registry.
2. I acknowledge that the Company will not be liable for any NDNC Registry regulations restricting such communications.

**Declaration for Fund Transfer Facility:**

1. I understand that 'Fund Hold/Transfer' is an additional facility provided by BDSSL to facilitate online fund transfers.
2. If this facility is unavailable due to technical reasons, I shall opt for alternate payment modes like virtual account transfers or cheque payments.
3. I acknowledge that BDSSL is not liable for any losses due to technical interruptions affecting fund transfers.

**Final Declaration:**

1. I declare that I have not been prohibited/debarred from dealing in securities by SEBI or any other regulatory authority.
2. I undertake to notify BDSSL of any regulatory actions taken against me in the past three years.
3. By proceeding, I confirm that I have read, understood, and agree to abide by the terms and conditions of B D Shah Securities Limited

**Consent for Data Sharing:**

1. I consent to B D Shah Securities Limited sharing my personal and financial information with affiliated entities, regulatory authorities, and service providers for compliance and operational purposes.
2. I acknowledge that my data may be used for analytics, risk assessment, and service enhancements, ensuring compliance with regulatory requirements.

Note: If you do not agree with the above conditions you can proceed with the physical mode of Account opening of Trading and Demat.

#

\_\_\_\_\_  
Sole / First Holder Signature

\_\_\_\_\_  
Second Holder Signature

\_\_\_\_\_  
Third Holder Signature

I / we have signed KYC with you and submitted to you Client Registration form, for commencing the dealing through your trading terminal. It has been informed to me/us that there is a facility for receiving the contract notes, bills, ledger, transaction statements, report letters, circulars, notices, statement of accounts for funds/ securities etc. through electronic mode i.e. email. 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, ledger, transaction statements, report letters, circulars, notices, statement of accounts for funds/ securities etc. electronically on my email id \_\_\_\_\_. I/we hereby agree to following terms and conditions and undertake to complete the necessary formalities as advised by you from time to time.

1. I / we hereby agree to complete the necessary formalities required to comply with the provisions of the IT Act, 2000 and the procedure prescribed for receiving the electronic contract notes, bills, ledger, reports, letter, 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 email id to enable the BDSSL to send the Electronic Contract Notes, bills, ledger, margin statement, transaction statement, reports , letter, 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 specifies 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, ledger, reports, letter, 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 email 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 email 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 BDSSL, the BDSSL may make the required delivery by any other electronic means i.e. email, electronic attachment, or in the form of an available download from the back-office website or in paper-based format.

|           |  |
|-----------|--|
| Place     |  |
|           |  |
| Name      |  |
| Signature |  |

Letter of Authority / Operations / Noting: Voluntary

These additional clause(s)/ documentation(s) are voluntary and at the discretion of the Stockbroker/ Trading Member and the Client. The same are required in order to ensure smooth conduct of nosiness operations between the Stockbroker/ Trading Member and the Client. The client need not execute this document if he / she does not wish to. The client has the right to terminate the document. Any such clause introduced shall stand null and void if they dilute the responsibility of the stockbroker or is in conflict with any of the clauses in the mandatory documents, Rules, Byelaws, Regulations, Notices, Guidelines and Circulars issued by SEBI and the stock exchanges from time to time.

To,

B D Shah Securities Limited

Mumbai

Noting:

1. I/we am/are aware and have noted that you trade in your OWN/ PRO account
2. I/we have noted and are aware that you do not deal in cash, and all payment made to you or received from you would be in the form of electronic funds transfer or account payee cheques to and from your account
3. I/we have also noted your website <https://www.bdshah.in> and the same contains, inter alia
  - a. Investor grievance email ID
  - b. Various policies including Policy for dealings with clients, PMLA Policy, Policy for dormant accounts, Risk Management Policy and other policies and procedures of your organization relevant to us
  - c. Literature on Anti Money Laundering requirements
  - d. Relevant contact details of SEBI and the Exchanges of which you are members
  - e. Other information that a trading member is required to furnish to his

clients Operations:

1. In the course of business, I/we may deal in various segments/ sub-segments of various exchanges that you are members for which you may keep separate accounts/ledgers. We authorize you to adjust the debit/ credits in my account across such segments/ exchanges subject to any restrictions that may be imposed by Exchanges/SEBI from time to time
2. My/our dues for demat bills with your DP may be recovered to my trading account subject to any restrictions that may be imposed by Exchanges/ SEBI from time to time
3. I/we am/are desirous of maintaining our account as a running account subject to terms and conditions as imposed by SEBI vide circular No. MIRSD/SE/Cir-19/2009 dated December 3, 2009 (modified by circular SEBI/ MIRSD /Cir/ 01/ 2011 dated May 13, 2011) as amended and other restrictions placed by the Exchanges from time to time. I/we understand and are aware that we can revoke this running account authorization at any time.
4. I we request you to settle my funds and securities account on ☐ monthly / ☐ quarterly basis
5. I/we hereby consent to receive digitally signed electronic communication including but not restricted to contract notes, statements of funds/ securities, margin positions, etc. via email on our email ID as per your records as provided under the Information Technology Act, 2000 as amended from time to time

Authorization:

1. I/we have no objection to Mr. / Ms. / M/s \_\_\_\_\_ placing / modifying / cancelling order on my/our behalf and receiving any communication or doing any transaction with B D Shah Securities Limited on my/our behalf.
2. Acknowledging contract notes/ other communication issued by you to me/us, etc.
3. Communicating changes in our KYC details, etc.
4. Confirmation of accounts, etc.

## MUTUALFUND SERVICE SYSTEM FACILITY AND BSESTAR 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: Mutuel Fund Service System (MFSS) facility/ BSE STAR MUTUAL FUND (here in after jointly referred to "Mutual Fund Transaction Facilities")

I/We \_\_\_\_\_ am/are registered as your client with Client Code No. \_\_\_\_\_ and have executed the KYC For the purpose of trading In the Capital Market segment end. F&O/ Derivates segment of National Stock Exchange of India Ltd. (NSE) and Bombay Stock Exchange Limited (BSE) (here in after 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 deal with on the MFSS and BSE STAR MUTUAL FUND of NSE and BSE respectively

For the purpose of Aveling these facilities, I/We state that Know Your Client details as submitted by me/us for the stockbroking may be considered for the purpose of Mutual fund transaction Facilities and I/We further confirm that the details contain 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 shell 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 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).

Thank you.

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

## 1.1 DEFINITIONS:

For this schedule, unless the context otherwise requires the following words shall have the following meaning: -

- i. means Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- ii. "Exchange Provisions" means the Rules, Byelaws, 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 Stockbroker over the internet.
- iv. "ITORS Account Application" means the application submitted by the client to the Stockbroker to permit the client to avail of the Stockbroker's ITORS Service.
- v. "ITORS Service" or "Service" means the series offered by the Stockbroker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stockbroker's ITORS system.
- vi. "Stockbroker's ITORS system" or "Stockbroker's ITORS Website" means the website hosted by the Stockbroker on the internet through which the Stockbroker 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, byelaws, regulation, business requirement, specification, order or other provision made under it.

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

The Stockbroker agrees to provide the Stockbroker'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. USERNAME AND PASSWORD

3.1 The client will be entitled to a username and password, which will enable him to access the members' 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 passwords 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 whatsoever 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.

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 Stockbroker.

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 national or actual, that may be suffered by the client on account of misuse of his password.

#### 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 Stockbroker 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 (In 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 Stockbroker 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 Stockbroker, and the Stockbroker 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 Stockbroker may at time, at its sole discretion and without prior notice prohibit or restrict the client's ability to place orders or trades in securities through the Stockbroker

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 Stockbroker's ITORS system, the Stockbroker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

4.5 The client agrees that the Stockbroker 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 being 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 Stockbroker's ITORS system.

5. MARGIN The Client agrees and undertakes to immediately deposit with the Stockbroker such cash, securities or other acceptable security, which the Stockbroker may require as margin. The Client agrees that the Stockbroker shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Stockbroker shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Stockbroker so long as the Client desires to avail of the Stockbroker's ITORS Service.

#### 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 Stockbroker 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 Stockbroker shall be entitled to cancel the relative contracts with the client.

#### 7 BROKERAGE, COMMISSIONS AND FEES

7.1 The client agrees that the Stockbroker Brokerage, Commissions, Fees, service tax and other taxes. and transaction expenses as they exist from time to time and they apply to the client's 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 taxes and other transaction expenses shall be provided by the Stockbroker 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 Stockbroker's

ITORS system. This shall be followed by 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 acknowledges that the Stockbroker 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 acknowledges that the Stockbroker employees are not authorized to give any such advice and that the client will not solicit or rely upon any such advice from the Stockbroker or any of its employees

9.3 The client agrees that in the event of the Stockbroker or any employee or official of the Stockbroker 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 Stockbroker 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 Stockbroker, 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 STOCKBROKER-CLIENT AGREEMENT

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

## 11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Stockbroker that:

11.1 All the information provided and statements made in the client's ITORS account application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the client is aware that the Stockbroker has agreed to provide the Stock Broker's ITORS service to the basis, inter alia, of the investment made in the client's ITORS account application.

11.2 The client 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 Stockbroker's ITORS service may at any time be unavailable without further notice. The Stockbroker and the Exchange do not make any representation or warranty that the Stockbroker's 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 Stockbroker on account of any suspension, interruption, non-availability or malfunctioning of the Stockbroker's ITORS system or service or the Exchange's service or the Exchange's 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 Stockbroker's ITORS website in force from time to time

11.6 Any instructions given by an authorized representative of the client to the Stockbroker (or to the Stockbroker's representative) shall be binding on the client.

## 12. REPRESENTATION AND WARRANTIES OF THE STOCKBROKER:

The Stockbroker represents and warrants to the client that: -

The Stockbroker's ITORS system has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Stockbroker has applied/proposes to apply to the Exchange to approve the said ITORS system and the Stockbroker will commence the Stockbroker's ITORS service only after the Exchange has approved the Stockbroker's 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 Stockbroker or otherwise. The client understands 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 Stockbroker or 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.

## 14. 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 Stockbroker 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 Stockbroker and the client may be communicated orally.

#### 15. EXTRAORDINARY EVENTS

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

#### 16. AMENDMENT TO AGREEMENT

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

#### 17. TERMINATION OF AGREEMENT:

17.1 The client agrees that the Stockbroker 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 Stockbroker 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 Stockbroker, provided that unless the Stockbroker 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 Stockbroker.

17.3 The termination of this agreement shall not affect any rights or obligations 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.

#### 18. 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.

#### 19. 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. LAW AND JURISDICTION

20.1 This Agreement and all contracts and transactions between the Stockbroker 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.

20.2 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

#### 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.

### **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 Byelaws that may be in force from time to time.

2 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 Stockbroker 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 Stockbroker 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 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 Stockbroker 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, Stockbroker shall be entitled to cancel relative contracts with CLIENT.

8 The Stockbroker 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 Stockbroker by Email is deemed to be a valid delivery of such information by the MEMBER

9 The CLIENT is aware that the Stockbroker has provided on the web site with a facility for reconfirmation of orders, which are larger than that specified by the MEMBER, s risk management, by the Stockbroker and is also aware that the Stockbroker has the discretion to reject the execution of such orders based on his risk perception

10 The Member and the Client are aware of the provisions of Byelaws, 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.

11 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, we shall, in no event, be liable to Stockbroker 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

| Purpose                                                                                                                                                                                                                                     | Value | Signature of Client |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------|
| Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same stockbroker. | YES   |                     |
| Pledging / re-pledging of securities in favor of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.      | YES   |                     |
| Mutual Fund transactions are being executed on Stock Exchange order entry platforms.                                                                                                                                                        | YES   |                     |
| Tendering shares in open offers through Stock Exchange platforms.                                                                                                                                                                           | YES   |                     |