

C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

CLIENT REGISTRATION APPLICATION FORM

Compliance Officer : Mr. Naresh Parab

Telephone No: 022-26360733

Email ID: naresh@crksons.co.in

Investor Grievance ID: grievances@crksons.co.in

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

INDEX

S. No	Name of the Document	Brief Significance of the Document	Page No
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1	Account Opening Form	A. KYC form- Document captures the basic information about the client and an instruction/check list. B. Document captures the additional information about the client relevant to trading account.	1-4 5-7
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on Exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	8-12
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	13-15
4	Guidance note	Document detailing do's and don'ts for trading on Exchange, for the education of the investors.	16-17
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker	18-20
6	Disclosure regarding proprietary trading	This document enables the client to know whether the broker is involved in the proprietary trading or not.	21
7	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock Exchange(s)	22
VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER			
8	Intimation of Money Laundering	This Document is to make the client aware of Anti Money Laundering (AML) provisions.	23
9	Voluntary Rights & Obligation	Document stating the voluntary Rights & Obligations of stock broker, sub-broker and client for trading on Exchanges apart from mandatory rights & obligation prescribed by Exchange/SEBI.	24-26
10	Running Authorisation letter	This document allow the broker to keep running balance for the funds and securities of the client and to transfer the securities of client against their obligations	27
11	Request for sending Contract note/documents etc. on email	This documents allows the stock broker to send the contract notes /documents etc. via electronic means on the email id's provided by the clients	28
12	Letter of Appointment & Acceptance	This document allows the client to give authority for placing / giving / executing orders on his / her behalf to another person and acceptance of the same by another person.	29
13	NRE Client Letter	NRE Client Letter	30
14	Internal Track Sheet	Internal Track Sheet for office use	31

C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED


Particular	SEBI Registration No.	SEBI Registration Date	Member Code/DP ID
NSE Cash	INZ000279336	06-08-2019	12867
NSE F&O	INZ000279336	06-08-2019	12867
NSE Self Clearing	INZ000279336	06-08-2019	12867

Registered office address: Mehta Cottage, 12, LRCM Officers Colony, 119/505, Darshan Purva, Kalpi Road, Kanpur 208012.
Tel:(91)0512-6552639 Fax:(91) 0512-6552639 Website: www.crksns.co.in

Correspondence office address: 2nd Floor, Citi Mall, New Link Road, Andheri W, Mumbai 400053 Tel:(91)22-26360733, 32563292 Fax:(91)22-26360733 Website: www.crksns.co.in

Compliance Officer: Mr. Naresh Parab; Tel.: (91)-22-26360733, Email ID: naresh@crksns.co.in

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

For any grievance/dispute please contact C. R. Kothari & Sons Stock Broking Pvt. Ltd. at the above address or phone number or at email id-grievances@crksns.co.in In case not satisfied with the response, please contact the concerned Exchange(s) at below given email id or Phone no. **NSE** -Email: ignse@nse.co.in Tel.: 91-22-26598190 

MANDATORY DOCUMENTS

THIS SPACE IS INTENTIONALLY LEFT BLANK

KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please fill this form in ENGLISH and in BLOCK LETTERS

For Individuals

A. IDENTITY DETAILS

PHOTOGRAPH

1. **Name of the Applicant:** _____
2. **Father's/ Spouse Name:** _____
3. **a. Gender:** Male/ Female **b. Marital status:** Single/ Married **c. Date of birth:** _____ (dd/mm/yyyy)
4. **a. Nationality:** _____ **b. Status:** Resident Individual/ Non Resident/ Foreign National
5. **a. PAN:** _____ **Unique Identification Number (UID)/ Aadhaar, if any:** _____
6. **Specify the proof of Identity submitted:** _____

Please affix passport
Size photograph and
cross sign

B. ADDRESS DETAILS

1. **Address for correspondence:** _____

City/town/village: _____ Pin Code: _____ State: _____ Country: _____
2. **Contact Details:** Tel. (Off.) _____ Tel. (Res.) _____ Mobile No.: _____ Fax: _____ Email id: _____
3. **Specify the proof of address submitted for correspondence address:** _____
4. **Permanent Address** (if different from above or overseas address, mandatory for Non-Resident Applicant): _____


City/town/village: _____ Pin Code: _____ State: _____ Country: _____
5. **Specify the proof of address submitted for permanent address:** _____

C. OTHER DETAILS

1. **Gross Annual Income Details (please specify):** Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / >25 Lacs or
Net-worth as on (date)..... (-----) (Net worth should not be older than 1 year)
2. **Occupation (please tick any one and give brief details):** Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others ____
3. **Please tick, if applicable:** Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
4. **Any other information:** _____

DECLARATION

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

Signature of the Applicant 

Date: _____ (dd/mm/yyyy)

FOR OFFICE USE ONLY

- (Originals verified) True copies of documents received
- (Self-Attested) Self Certified Document copies received

(.....)
Signature of the Authorised Signatory

Date

Seal/Stamp of C. R. Kothari & Sons Stock Broking P. Ltd.

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

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

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

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/ Scheduled Co-Operative Bank/Multinational Foreign Banks /Gazetted Officer/Notary public/ elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card /document with address, issued by any of the following: Central/ State Government and its Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please fill this form in ENGLISH and in BLOCK LETTERS

For Non -Individuals

A. IDENTITY DETAILS

PHOTOGRAPH

Please affix passport
Size photograph and
cross sign

1. **Name of the Applicant:** _____
2. **Date of incorporation:** _____ (dd/mm/yyyy) **& Place of incorporation:** _____
3. **Date of commencement of business:** _____ (dd/mm/yyyy)
4. **a. PAN:** _____ **b. Registration No. (e.g. CIN):** _____
5. **Status (please tick any one):**

Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify) _____

B. ADDRESS DETAILS

1. **Address for correspondence:** _____
 _____ City/town/village: _____ Pin Code: _____ State: _____ Country: _____
2. **Contact Details:** Tel. (Off.) _____ Tel. (Res.) _____ Mobile No.: _____ Fax: _____ Email id: _____
3. **Specify the proof of address submitted for correspondence address:** _____
4. **Registered Address** (if different from above): _____
 _____ City/town/village: _____ Pin Code: _____ State: _____ Country: _____
5. **Specify the proof of address submitted for registered address:** _____

C. OTHER DETAILS

1. **Gross Annual Income Details (please specify):** Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-10 Lac / 10-25 Lac / 25 Lacs-1 crore/ > 1 crore
2. **Net-worth as on** (date) (dd/mm/yyyy): _____ (*Net worth should not be older than 1 year)
3. **Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:** _____
4. **DIN/UID of Promoters/Partners/Karta and whole time directors:** _____
5. **Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors:** Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
6. **Any other information:** _____

DECLARATION

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



Name & Signature of the Authorised Signatory

Date: _____(dd/mm/yyyy)

FOR OFFICE USE ONLY

- (Originals verified) True copies of documents received
- (Self-Attested) Self Certified Document copies received

(.....)
Signature of the Authorised Signatory

Date

Seal/Stamp of C. R. Kothari & Sons Stock Broking P. Ltd.

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

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

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

TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT(S) DETAILS





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

B. DEPOSITORY ACCOUNT(S) DETAILS

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

C. TRADING PREFERENCES

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

Exchanges	Segments			
NSE	Cash		Currency Derivative	
	F&O		Name of other Segment s, if any	

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

D. PAST ACTIONS

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

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

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

F. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):
Specify your Email id, if applicable:
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):
- Number of years of Investment/Trading Experience:
- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:
- Any other information:

G. INTRODUCER DETAILS (optional)

Name of the Introducer:
(Surname) (Name) (Middle Name)

Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please specify.....

Address and phone no. of the Introducer: Signature of the Introducer:

H. NOMINATION DETAILS (for individuals only)

I/We wish to nominate /We do not wish to nominate

Name of the Nominee: Relationship with the Nominee:

PAN of Nominee: Date of Birth of Nominee:

Address and phone no. of the Nominee:

If Nominee is a minor, details of guardian:

Name of guardian: Address and phone no. of Guardian:

Signature of guardian

WITNESSES (Only applicable in case the account holder has made nomination)

Name ----- Name -----

Signature ----- Signature -----

Address ----- Address -----

DECLARATION

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

Place -----

Date -----

(-----)



Signature of Client/ (all) Authorized Signatory (ies)

FOR OFFICE USE ONLY

UCC Code allotted to the Client: -----

DP ID _____

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

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

.....
Signature of the Authorised Signatory

Date

Seal/Stamp of C. R. Kothari & Sons Stock Broking Pvt. Ltd.

INSTRUCTIONS/ CHECK LIST

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

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

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

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

THIS SPACE IS INTENTIONALLY LEFT BLANK

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

as prescribed by SEBI and Stock Exchanges

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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



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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

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



ADDITIONAL RIGHTS AND OBLIGATIONS

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

ELECTRONIC CONTRACT NOTES (ECN)

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



LAW AND JURISDICTION

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



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

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

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

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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



1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price timepriority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security/derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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



A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

4. GENERAL

4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.



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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

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



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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

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



POLICIES AND PROCEDURES OF C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

Policies and Procedure

This document outlines various policies and procedures framed and followed by C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED (CRK) with respect to its dealing with its clients as a stock broker on National Stock Exchange of India Limited (NSE), (collectively hereinafter referred to as "the Exchanges"). The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of CRK, depending upon regulatory changes, its risk management framework, other market conditions, etc.

a. Refusal of order for penny stock

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

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

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

b. Setting up client's exposure limits

Cash Segment

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

Derivatives Segment

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

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



c. Applicable Brokerage rate

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

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

Service Tax and Education Cess

SEBI/ Exchange/ Clearing member charges

Stamp duty

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

Any other charges towards customized/ specialized service

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

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

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

CRK may impose fines/penalties for any order/ trades/ deal/ actions of the clients which are contrary to this agreement/ rules/ regulations/ byelaws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the CRK has to pay any fine or bear any punishment from any authority in connection with/ as a consequence of / in relation to any of the order/ trades/ deal/ actions of the client, the same will be borne by the client.

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

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

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

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

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

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



In case of securities having corporate actions, all cases of short delivery of cum transactions which can not be auctioned on cum basis or where the cum basis auctioned payout is after the book closure/record date, would be compulsory closed out at higher of the 20% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

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

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

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

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

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

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

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

i. Deregistering a client.

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

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

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

Policy for Inactive clients

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



C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

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

Dear Client,

Sub: Disclosure & Confirmation and Noting

We hereby disclose and confirm that we have made note of the followings:

1. We may do proprietary trading also, in addition to client based business, as reference to Securities and Exchange Board of India's (SEBI) circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003.
2. Our Investor grievance email ID is investor@crksons.co.in as per SEBI Circular Ref. No. MRD/DOP/SE/Cir - 22/06 dated 18/12/2006.

Thanking you

Yours faithfully

For C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

Authorised signatory

I/We have read and understood the above contents

Sign of the client: :  _____

Name of the Client: _____

Dated: _____

TARIFF SHEET

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

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

Sign of the client: 

THIS SPACE IS INTENTIONALLY LEFT BLANK

NON MANDATORY DOCUMENTS

Dear Investor!!

Subject: Prevention of Money Laundering

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

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

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

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

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

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

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

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



NON MANDATORY DOCUMENTS

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

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



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



25. It is hereby mutually agreed between client and Stock Broker that client can give order to the Stock Broker for buy or sell of a security / derivative contract through various means of communication including but not limited to
 Written
 Email
 Fax
 Short Messaging Service (SMS)
 Messenger Chat
 Other Electronic Communication
 Oral Communication over telephone, mobile, personal visit at dealing office of the Stock Broker
 Any other acceptable mode of communication
26. It is hereby agreed by the Client that Client shall verify/confirm the trading/settlement cycles, delivery/payment schedule with the Stock Broker/at the website of the Exchange(s) /newspaper etc. Besides this as an additional facility Stock Broker may inform the trading/settlement cycles, delivery/payment schedule to the client through contract notes or via any other mode of communication.
27. The client hereby authorizes the Stock Broker to debit the courier/postage and such other similar charges for sending various communications to the client as may be required by the regulatory authorities such as contract notes, margin statement, bills, quarterly statement etc. unless otherwise specified by the Exchange/SEBI.

DECLARATION

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

Place _____
 Date _____



Signature of the Client

Date:

To,

C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

Corp. Office: 2nd Floor, Citi Mall,


New Link Road, Andheri West, Mumbai- 400 053

Dear Sir / Madam

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

I/We have opened the client/constituent account with C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED (herein referred to as "CRK") for trading/dealing in securities on National Stock Exchange of India Limited (NSE) (hereinafter referred to as "the Exchange").

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

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

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

Yours faithfully

Client Code	Name of Client	Client Signature
		

Date:

To,

C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED

Corp. Office : 2nd Floor, Citi Mall,

New Link Road, Andheri West, Mumbai- 400 053

Sub: Consent to receive Contract notes/Documents etc. by email id

Dear Sir / Madam,

I/We have opened the client/constituent account with C. R. Kothari & Sons Stock Broking Pvt. Ltd. (herein referred to as "CRK") for trading/dealing in securities on National Stock Exchange of India Limited (NSE) (hereinafter referred to as "the Exchanges").

I am/We are aware that contract notes, bills, ledgers, transaction statement (statement of funds/ securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. can be received through electronic mode i.e. email. In this regards I/we agree for the following:

1. To receive contract notes, bills, ledgers, transaction statement (statement of funds/ securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. in electronic form through

email id _____

and _____

and _____



provided by me/us to CRK in relation to trades/transaction done on the exchanges through CRK.

2. To complete the necessary formalities those are required under the provisions of the Information Technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (Signature Verifier utility) or any other software as may be advised by Stock broker from time to time on the our computer and the same shall be used for receiving, viewing, storing the contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration Form & copy of executed KYC Documents etc. that shall be sent by the CRK from time to time in respect of the trades/transactions that have been executed by me/us through the terminal of the Stock broker.
3. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. sent by CRK from time to time to my/our email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given in writing to CRK within reasonable time of the receipt of the same. I/we confirm that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note & other documents at the above mentioned e-mail ID.
4. In case of my/our written request for physical contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc., I/we shall personally collect or may be sent to my/our updated address registered in your record.
5. I/ We hereby state that the handing over of the said contract(s) / bill(s) / confirmation notes, margin and other statement, Client registration form & copy of executed KYC Documents etc. or any communication in respect of my / our transactions relating to my / our trading account with C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED to above said address shall be treated as due discharge of obligation of the Trading Member under the Rules and Regulations and bye-laws of SEBI and the stock exchange(s).
6. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, may also be kept for seven days on the webserver of CRK i.e. on www.crksons.co.in which can be downloaded by me/us through the login id and password provided by CRK to me/us.
7. The above service may require touse password/digital signature and I/we will be responsible for confidentiality and proper use at all time of password/digital signature for all transactions initiated through the service.
8. Any change in the email-id shall be communicated through a physical letter by me/us

Yours faithfully,



Name and Signature of the client: _____

Client code: _____

Date:

To

C. R. Kothari & Sons Stock Broking Pvt. Ltd.

Corp. Office : 2nd Floor, Citi Mall,

New Link Road, Andheri West, Mumbai- 400 053

Dear Sir/Madam,

Sub.: Authority to place instructions

Ref.: My/Our Client Account No. _____

I/We have opened the client/constituent account with C. R. KOTHARI & SONS STOCK BROKING PRIVATE LIMITED (herein referred to as "CRK") for trading/dealing in securities National Stock Exchange of India Limited (NSE) (hereinafter referred to as "the Exchanges").



In this regard, please note that I/we hereby appoint Mr/Ms _____

PAN: who shall be acting as "Authorised Person" on my/our behalf for placing/giving/ executing orders in my/our above client account with you. The buying/selling/execution of order or other instruction given on my/our behalf by the above said Authorised Person shall be binding on me. He/ She can communicate with C. R. Kothari & Sons Stock Broking Pvt. Ltd. through telephone, email, fax, mobile, Short Messaging Service (SMS), messenger chat or any other mode/means of communication.

Please note that contract note, margin statement ect. shall be sent to me/us only and fund/securities will be received paid to/through my/our designated account with you only.

This Authorization remains in force till cancellation of the same by me or by "Authorised Person" whichever is earlier & Intimation of the same in writing to C. R. Kothari & Sons Stock Broking Pvt. Ltd.

Enclosing here with the PAN Card & Address Proof of the Authorised Person for your reference.

Thanking you



Signature of the Client

Letter of acceptance from the person appointed by the client

I, _____, hereby agree to act as Authorised person on behalf of _____ for the above said purposes and I hereby abide by the rule and regulation prescribed by the Exchanges/SEBI in this behalf. This Authorisation remains in force till cancellation of the same by me or _____ whichever is earlier.

Kindly take a note of above and act accordingly. Thanking you

Signature _____

(Signature of the person appointed by the client)

TO BE GIVEN BY NRI ONLY

To,
C. R. Kothari & Sons Stock Broking Pvt. Ltd.
Corp. Office: 2nd Floor, Citi Mall, New Link Road,
Andheri West, Mumbai – 400053

Date:

Dear Sir,

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

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

Thanking you
Yours faithfully,



Signature

INTERNAL TRACK SHEET (FOR OFFICE USE)

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

List of Verification to be done before account opening.

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

Discrepancies:

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

Date of receipt of the form to KYC activation team:

Date of sending Back KYC form to Branch _____

Verified by: _____

Signature: _____