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|  |  |
| --- | --- |
| **Client Name :** | ………………………………………………. |
| **Client Code :** | ………………………………………………. |
| **Date of Registration :** | ………………………………………………. |

image001 (1) (1).jpg

**REGISTRATION KIT**

**ABANS SECURITIES PVT LTD.**

**(ASPL)**

**Member of Exchange: NSE/BSE/MSEI**

**Depository:CDSL**

**Risk Profiling - For Office Use Only**

**Client Code: ......................................................**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
|  |  |  |  |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
|  |  |  |  |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
|  |  |  |  |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
|  |  |  |  |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |
| Yes |  |  | No |  |

1. PAN already in the System

2. Mobile No. / Email already in the System

3. Whether under "Special Category" -

PEP

PAN Exempted

High / Supreme Court Judges

NRI

Institutional Client

Celebrities

Trust

4. Call Verification done

5. Financial Status &Occupation checked

6. Risk Profiling done

**7. Risk Category assigned**

High Risk

Medium Risk

Low Risk

8. PMLA Norms fulfilled

9. Whether SEBI debarred *Entity*

10. Whether debarred under the UNSC list

11. Whether debarred as *per* Watch out Investors

**Additional Information**

**1. Purpose of Opening the Account**

Investment

Trading

Arbitrage

**2. Source ofFunds for Trading /Investment**

Salary

Business

Inherited / Gift

Investments

Professional Fees

Saving

Others (Pls. Specify)...................................................

**Verified By -** Name, Designation &Signature (With Stamp):

.....................................................................................................................................................................................................................

**NB.** *Categorization of clients would be changed only if there is change based on riskassessment*

*of theclientduring his dealings with ABans Securities Private Limited.*

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**ACCOUNT OPENING KIT**

**INDEX OF DOCUMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. 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 constituent and an instruction/ check list | \_ |
|
| B. Document captures the additional information about the constituent relevant to trading account | 1 |
|
| 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) | 4 |
|
|
|
|
| 3 | Risk Disclosure Document (RDD) | Document detailing risks associated with dealing in the securities market | 10 |
|
| 4 | Guidance note | Document detailing Do's and Don'ts for trading on exchange, for the education of the investors | 14 |
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| 5 | Policies and Procedures | Document describing significant policies and procedures of the stock broker(to be added by the stock broker) | 16 |
|
| 6 | Tariff sheet | Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker) | 19 |
|
|
| **VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER** | | | |
| 7 | Running Account Authorization | To maintain fund, securities on running account basis | 20 |
|
| 8 | ECN Mandate | This mandate is an authorization to issue contract notes in digital mode. It provides terms and conditions for the issuance of digital contract note | 21 |
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| 9 | Letter of authority | Letter for smooth functioning of account | 22 |
| 10 | Client Defaulter Declaration | Declaration in case of any defaulter database | 23 |
| **DOCUMENTS AS PRESCRIBED BY CDSL** | | | |
| 11 | Account Opening Form | Document captures the additional information about the constituent relevant to demat account | 25 |
|
| 12 | Terms And Conditions - Services Offered by CDLS | To register for the SMS Alerts from CDSL and to avail Transaction using Secured Texting (TRUST) | 33 |
|
| 13 | Rights and Obligations | Document stating the Rights & Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories | 37 |
|
|
| 14 | Tariff sheet | Document detailing the charges for availing the depository services | 41 |
|
| 15 | Do's & Don'ts | Simple instructions by CDSL for managing the demat account | 42 |
|

|  |  |  |
| --- | --- | --- |
| **Name of Stock Broker / Trading Member / Clearing Member / Depository Participant :** | **ABans Securities Private Limited** | C:\Users\inderpal\Downloads\image002.png |
| **SEBI Registration Nos. and Date :** | BSE CASH SEGMENT | INZ010012235 Dt. 22/08/2014 |
| BSE F & O SEGMENT | INZ010012235 Dt. 22/08/2014 |
| BSE CURRENCY SEGMENT | INZ010012235 Dt. 22/08/2014 |
| NSE CASH SEGMENT | INZ230012239 Dt. 12/09/2014 |
| NSE F & O SEGMENT | INZ230012239 Dt. 12/09/2014 |
| NSE CURRENCY SEGMENT | INZ230012239 Dt. 12/09/2014 |
| MSEI CURRENCY SEGMENT | INZ260012232 Dt. 12/08/2014 |
| CDSL DP | IN-DP-12-2015 |
| Member Code - BSE CM, FO & CDS: 3287, NSE CM & FO: 13494, NSE CDS: 13323, MSEI: 62100; CDSL DP: 64800 | |
|
| **Registered & Correspondence Office Address :** | 36,37,38A, Nariman Bhavan, Nariman Point, Mumbai - 400021 | |
|
| **Phone no.:** | 022-61790000 |  |
| **Fax :** | 022-61790010 |  |
| **Website :** | [www.abans.co.in](http://www.abans.co.in/) |  |
| **Compliance officer(s) name :** | Mr. InderpalBedi (Trading) & Mr. RiteshKotkar (DP) | |
| **Phone no.:** | 022-61790000 |  |
| **Email ID :** | [compliance@abans.co.in](mailto:compliance@abans.co.in) |  |
| **CEO name :** | Mr. Abhishek Bansal |  |
| **Phone no.:** | 022-61790000 |  |
| **Email ID :** | [compliance@abans.co.in](mailto:compliance@abans.co.in) |  |
| For any grievance/dispute please contact Abans Securities Private Limited, at the above address or email id- invgriev@abans.co.in and Phone no. 91-022-66179000. In case not specified with the response, please contact the concerned exchange(s) at on; | | |
|
|
| NSE Tel : 022-2659 8190 | Email id:-ignse@nse.co.in |  |
| BSE Tel : 022-2272 8097 | Email id:-is@bseindia.com |  |
| MSEI Tel: 022-61129000 | Email id:-investorcomplaints@msei.in |  |
| CDSL Tel: 1800-200-5533 | Email id:-complaints@cdslindia.com |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | **PROPRIETORY TRADING DECLARATION** |  |
| IN TERMS OF CIRCULAR NO.: SEB/MRD/CIR-42/2003 Dated NOVEMBER 19, 2003 Issued by Security Exchange Board of India the broker member is obliged to disclose to its clients/ Constituents whether the member is trading in his own account or not. Accordingly we hereby inform you that the member, its directors or its associates do invest/ trade in capital/ Derivatives Segment. The same may please be noted. | | |
|
|

MANDATORY

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BANK ACCOUNT(S) DETAILS** | | | | |
| **Bank Name, Branch Add & Tel No.** | **Account No.** | **A/c Type** | **MICR No.** | **IFSC Code** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Please provide Cancelled cheque leaf for MICR & IFSC Code | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DEPOSITORY ACCOUNT(S) DETAILS** | | | | |
| **DP Name** | **Beneficiary Name** | **DP ID No.** | **BO ID** | **Depository Name** |
|  |  |  |  | $ NSDL / CDSL |
|  |  |  |  | NSDL / CDSL |
|  |  |  |  | NSDL / CDSL |
| $ Shares bought by you will be transferred to your DP A/c stated by you. | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **TRADING PREFERENCES** | | | |
| \*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be stuck off by the client. | | | |
| **Exchanges** | **Cash** | **Equity Derivatives** | **Currency Derivatives** |
| NSE |  |  |  |
| BSE |  |  |  |
| MSEI |  |  |  |
| *# 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.* | | | |
|

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PAST ACTIONS** | | | | |
| Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against the applicant/constitute or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years | | | | **YES / NO** |
|
|
| **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: |  | Phone: |  | |
| 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: …………………………………………………. | | | | | | | |

*For Individuals & Non-Individuals*

**TRADING ACCOUNT RELATED DETAILS**

|  |  |  |
| --- | --- | --- |
| **OTHER DETAILS** | | |
| Gross Annual Income Details (please specify) : Income Range per anum | | |
| Up to Rs. 1,00,000/- | Rs. 1,00,001/- to Rs. 5,00,000/- | Rs. 5,00,001/- to Rs. 10,00,000/- |
| Rs. 10,00,001/- to Rs. 25,00,000/- |  | Above Rs. 25,00,001/- |
| > Rs. 1 Crore (for non-Individuals only) | | |
| Net-worth as on data : \_\_\_\_\_\_\_\_\_\_\_\_\_ Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Net worth should not be older than 1 year) | | |
| Occupation (for individuals only; please tick any one and give brief details) | Private Sector/ Public Sector/ Government Service/ Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|
|
| Please tick, if applicable | Politically Exposed Person (PEP)/ Related to a Politically Exposed Person | |
| Is the entity Involved/ providing any of the Services | For Foreign Exchange/ Money Changer Services Yes No Gaming/ Gambling/ Lottery(e.g. Casinos, Betting Syndicates) Yes No  Money Lending/ Pawning Yes No | |
|
|
| Any other information |  | |
|  |  |  |
| **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: ...........................................................................................................................................

|  |  |  |
| --- | --- | --- |
| **INTRODUCER DETAILS (Optional)** | | |
| Name of the Introducer | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature of the Introducer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Surname) (Name) ( Middle Name) |

|  |  |  |
| --- | --- | --- |
| **NOMINATION DETAILS (for individuals only)** | | |
| I/We wish to nominate | | We do not wish to nominate |
| Name of the Nominee: | | Relationship with the Nominee: |
| Date of Birth of Nominee: | |
| Address: | | PAN No.: |
| Tel No.: |
| If Nominee is a minor, details of guardian: | |  |
| Name of Guardian |  | Signature of Guardian |
| Address & Tel No. |  |

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

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

|  |  |
| --- | --- |
| WITNESSES (Only applicable in case the account holder has made nomination) | |
| Name: | Name: |
| Address: | Address: |
| Signature: | Signature: |
| **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, am/we are aware that I/we may be 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| **Documents verified with Originals** | **Client Interviewed By** | | **In-Person Verification done by** | |
| Name of the Employee: |  | |  | |
| Designation of the employee: |  | |  | |
| Signature: |  | |  | |
| Employee Code: |  | |  | |
| Date: |  | | | |
| 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. | | | | |
|
|
|
|
|
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Signature of the Authorised Signatory** | | **Seal/Stamp of the stock broker** |

**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 he 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 he 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 bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

**LIQUIDATION AND CLOSE OUT OF POSITION**

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

**DISPUTE RESOLUTION**

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-tamper able.

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-tamper able 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 & 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 time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

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

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

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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**

**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 websites www.nse.co.in, www.bseindia.com, mcx-sx.com, useindia.com and SEBI ‘s 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 may maintain a running account for you subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least

once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a ‘statement of accounts’ containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day’s business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

**IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker’s insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors’ Protection Fund in force from time to time.

**DISPUTES/COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub- broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

**POLICIES & PROCEDURES**

1. **Policy for Penney Stock :-**

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk. Because of their lack of liquidity. large bid-ask spreads, small capitalization and limited following and disclosure. Depend on the market conditions and RMS policy of the company RMS reserve the right to refuse to provide the limit in

Penney stocks and losses if any on account of such refusal shall be borne by client only.

1. **Setting up client’s exposure limits/ Risk Management Policy:-**

* The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker’s trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker (including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation , reduction or imposition In advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client’s inability to route any orders through the stock broker trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client’s ability to placed orders or trade in securities through the stock broker, or it may subject any order placed by client to a review before its entry into the trading systems and may refuse to execute/execution of orders due to but not limited to the reason of lack of margin/securities or the orders being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. That client agrees that the losses. If any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.
* We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception.
* In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

1. **Applicable brokerage rate :-**

* Brokerage will be charged within the limits prescribed by SEBI/Exchange.
* The applicable brokerage rate is mentioned in the KYC and any future change in the brokerage rate will ne communicated to the client in writing & with his /her consent.

1. **Imposition of penalty / delayed payment charges**:-

* Clients will be liable to pay late pay in/delayed payment charges for non making payment of their payin/margin obligation on time as per the exchange requirement/scheduled at the rate up to 2 % per month.
* Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / traders / deals / actions of the client, the same shall be borne by the client.

**E. The right to sell client’s securities or close clients ‘positions, without giving notice to the client, on**

**Account of non-payment of client’s dues to the extent of Settlement /Margin Obligation:-**

* Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for nonpayment of margins or other lawful amounts including the pay in obligation, outstanding debts and adjust the proceeds of such liquidate / close out, if any, against the clients liabilities/obligations.
* The client shall ensure timely availability of funds/securities in form and manner at designed time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc., for margin or other trade related purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc., will be given when the shares is actually received in the stock broker designated demat account. In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc., at the absolute discretion of the stock broker. Where the margin/security is made available by way of securities or approved securities, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts prescribed by exchange or by valuing it by marking it to market or by any other approved method as the stock broker may deem fit in its absolute discretion.
* The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the vent of such square off,

the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s) for traders/Actions of Clients.

**F. Shortages in obligations arising out of internal netting of trades:-**

* Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligation first.
* The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

1. The Short delivering client is debited by an amount equivalent 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
2. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange +10%

Where the delivery is matched partially on fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchanges Debits and Credits.

1. In cases of securities having corporate actions all cases of short delivery of com transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% 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.

**G. Conditions under which a client may not be allowed to take further position or the broker may**

**close the existing position of a client:-**

* We have margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their payin obligation / lawful outstanding debts.

**H. Temporarily suspending or closing a client’s account at the client’s request:-**

* On the request of the client in writing, the client account can be suspended temporarily and same can be activated an the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.
* On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

1. **Deregistering a client:-**

Notwithstanding anything to the contrary stated in the mandatory & voluntary documents, the stock broker shall be entitled to terminate the mandatory & voluntary documents with immediate effect in any of the following circumstances:

* If the action of the client are prima facie illegal / improper or such ass to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
* If there is any commencement of a legal process against the client any law on force;
* On the death/lunacy or other disability of the Client;
* If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
* If the Client suffers any adverse material change in his/her/its financial position or defaults in any other mandatory & voluntary documents with the Stock broker;
* If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
* If the Client is in breach of any tern, condition or covenant of this mandatory & voluntary documents;
* If the Client has made any material misrepresentation of facts, including (winding limitation) in relation to the security;
* If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
* If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
* If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for industrial and Financial Reconstruction or under any other providing protection as a relief undertaking;
* If any covenant or warranty of the Client is incorrect or untrue in any material respect

**J. Inactive Client account:-**

* Client account will be considered as inactive if the client does not trade within the previous financial year. Calculation will be done at the beginning of the financial year and those clients who have not traded even a single time will be considered as inactive, the shares / credit ledger balance if any will be transferred to the client as per instruction of the client. The client has to make written request or personal request to the directors for reactivation of their account.

**K. Client Acceptance of Policies and Procedures stated hereinabove:-**

* This Policies and Procedures may be amended / changed unilaterally by the broker, provided the changed is informed to me / us with through any one or more approved means or methods. This Policies and Procedures shall always be read along with the mandatory & voluntary documents and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/ mediator, etc.

|  |  |  |  |  |  |  |  |  |
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|  |  |  |  | MANDATORY |
| **TARIFF SHEET** | | |  |  |
| **CASH SEGMENT** | | | | | | | |
|  | **Delivery** | | **Trading** | | | |  |
| **Percent %** | **Minimum Rs.** | **1st Side** | | **2nd Side** | |
| **Percent %** | **Minimum Rs.** | **Percent %** | **Minimum Rs.** | **Remarks** |
| **General Rates** |  |  |  |  |  |  |  |
| **Special Rates** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **FUTURE SEGMENT** | | | | | | | |
|  | **Same Day** | | | | **Any Day** | |  |
| **1st Side** | | **2nd Side** | | **Percent %** | **Minimum Rs.** |
| **Percent %** | **Minimum Rs.** | **Percent %** | **Minimum Rs.** | **Remarks** |
| **General Rates** |  |  |  |  |  |  |  |
| **Special Rates** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **OPTIONS** | | | | | | | |
| (Brokerage charge on Premium) | | | | | | | |
|  | **Same Day** | | | | **Any Day** | |  |
| **1st Side** | | **2nd Side** | | **Percent %** | **Minimum Rs.** |
| **Percent %** | **Minimum Rs.** | **Percent %** | **Minimum Rs.** | **Remarks** |
| **General Rates** |  |  |  |  |  |  |  |
| **Special Rates** |  |  |  |  |  |  |  |

* The above rates are exclusive of transaction charge, Stamp Duty, Securities Transaction Tax, services Tax, Sebi Fees, CM Charges & other Applicable Charges which will be charged extra at the rate prevailing from time to time within the limits prescribed by SEBI/Exchange.
* The General rates as mentioned here shall be applied unless the special rates as may be agreed by the sub-broker/ Authorized Person/ Introducer and Client and the same are mentioned here.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client Signature Signature of Sub-broker Signature of Broker**

Client Signature Signature of Sub-broker Signature of Broker

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The above rates are exclusive of transaction charge, Stamp Duty, Securities Transaction Tax, services Tax, Sebi Fees, CM Charges & other Applicable Charges which will be charged extra at the rate prevailing from time to time within the limits prescribed by SEBI/Exchange.
* The General rates as mentioned here shall be applied unless the special rates as may be agreed by the sub-broker/ Authorised Person/ Introducer and Client and the same are mentioned here.

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VOLUNTARY

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**RUNNING ACCOUNT AUTHORISATION**

Date:

To:

M/s, ABans Securities Private Limited,

36/37/38A, Nariman Point,

Mumbai-400 021.

I/We are dealing through you as a client In Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under;

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/order future obligation(s) at
2. any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/We instruct you otherwise.
3. I/We request you to retain securities with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
4. I/We request you to settle my fund and securities account once in every calendar Month (Strike out the non-preference) or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/ margin in form of Bank Guarantee and/or Fixed Deposit Receipt and except the shares lying with you in the form of margin collaterals.
5. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds excepted to be required to meet margin obligations for next 5(five) trading days, calculated in the manner specified by the exchanges.
6. I/WE confirm that I will bring to your notice any dispute arising from the settlement of account or settlement so made in writing preferably within 7(seven) working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.
7. I/We confirm you that I can revoke at any time the above mentioned authority by giving a notice writing to you.
8. I/We under that you will transfer the funds/securities lying in my/our credit within one working day of the request made if the same are lying with you or within three working days if the same are lying with the clearing member/clearing corporation.

Thanking you

Yours faithfully,

* Signature of Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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VOLUNTARY

**AUTHORISATION FOR ELECTRONIC CONTRACT NOTE**

Date:

To:

M/s ABans Securities Private Limited,

36/37/38A, Nariman Bhavan, Nariman Point,

Mumbai-400 021.

Dear Sirs,

Sub: Mandate to issue contract notes in Digital format & other communications

I/We hereby agree and consent to accept the contract notes for transactions carried on by us/me on NSE/BSE/MSEL with you, in terms of the mandatory & voluntary documents entered into between us/me, in digital form. Digital contracts issued by you as per the terms and condition specified herein shall be binding on me/us. The mandate is subject to terms and conditions mentioned herein below.

Terms and conditions for issuance of contracts notes in digital form between us:-

1. Digital Contract Notes in the format as may be prescribed by the Exchange from time to time will be mailed to me/ us on the E-mail address provided to you.

You can also send me/us my/our margin statement in digital form with contract notes.

1. I/We undertake to check the contract notes and bring the discrepancies to your notice preferably within 24 hours of such issuance of contract notes. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time.
2. In case of any failure in system of errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
3. Discrepancies, if any, should be sent on E-mail: [Invgriev@abans.co.in](mailto:Invgriev@abans.co.in)
4. Clients can view the digital contract notes using the username & password through the web-site apart from the contract notes sent to the client though mail.
5. The Digital contract notes will be archived at an integral of 3 months. If the client intends to view the digital contract notes for a period prior to 3 month client may request for the same in writing.
6. The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI/Exchanges from time to time.
7. It will be Client’s responsibility to check the mail box and keeping the storage space for new email messages.
8. Any changes in the terms and conditions shall be intimated from time to time as per applicable laws, rules and regulations circulars of SEBI/Exchanges.
9. Non-receipt of bounced mail notification by the trading member shall amount to delivery of contract note at the e-mail ID of the client.
10. Any change in the E-mail ID shall be communicated by us/me through a physical letter.

You can sent, me various documents like Daily Margin Statement, Statement of funds & securities, Account confirmations, Bills, Notices, ,etc., through an e-mail ID mentioned in this letter.

This instruction to issue digital contract notes & other communications are applicable with immediate effect. This instruction is several to all parties mentioned above.

My/Our E-mail ID : \_\_\_\_\_\_\_\_\_\_\_\_

My/Our Alternative E-mail ID:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yours faithfully,

* Signature of Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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VOLUNTARY

**LETTER TO AUTHORITY**

Date:

To:

M/s.ABans Securities Private Limited,

36/37/38A, Nariman point,

Mumbai-400 021.

Dear Sirs,

Sub: Letter of Authority

I/We are dealing in securities with you at NSE, BSE & MSEI in Cash, Derivative & CDS and in order to facilitate ease of operation, I/We authorize you as under:

1. I/We authorize you to set off outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin.
2. I/We hereby authorize you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorize you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin/ other obligation in stock exchange in whatever manner which may include pledging of shares in favor of Clearing Corporation of Stock Exchanges.
4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charge from time to time, for keeping the shares in your client demat beneficiary account on my/our account and not settled as per the exchange requirements.
5. I/We request you to retain Securities in your Demat account for my/our margin/future obligations at all Exchanges, unless I/We instruct you to the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing /order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you and hereby.
7. I/We request that you may send/dispatch me/us other documents through E-mail: on my/our designated e-mail address

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. We will completely rely on the log reports of your dispatching software as a proof of dispatch of e-mail to me/us
2. I/We will inform you the change my/our e-mail, if any, in future either by regd, post or through a digitally signed e-mail.
3. Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modern and VPN, combination of technologies and computer systems to place and route orders. We understand that there exist a possibility of communications failure or system or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full.
4. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
5. I/We am/are agreeable for & authorize you to with hold funds pay-out towards all the applicable margins and debits.
6. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.
7. I/We shall not indulge in to any sub-broking activities nor issue bills/contracts/confirmation notes when acted as a client.

Thanking you,

Yours faithfully,

* Signature of client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the client:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VOLUNTARY

**CLIENT DEFAULTER DECLARATION**

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

To:

M/s.ABans Securities Private Limited,

36/37/38A, Nariman Bhavan, Nariman Point,

Mumbai-400 021.

Dear Sir,

Sub: Declaration

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_do

Hereby declare that I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI / Various Exchanges/ Regulatory bodies/ CIBIL (Credit Information Bureau of India Ltd.) etc. I further declare that the above mentioned declaration/statement is true and correct.

Thanking you,

Yours faithfully,

* Signature of Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**CONFIRMATION OF RECEIPT OF EXECUTED DOCUMENTS**

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

To:

M/s.ABans Securities Private Limited,

36/37/38A, Nariman Bhavan, Nariman point,

Mumbai-400 021

Dear Sirs,

Sub: Confirmation

I/We hereby acknowledge the receipt of the duly executed copy of the Account Opening form, Rights and Obligations, RDD, Policies and Procedures and all other mandatory & voluntary documents as executed by me/us related to various exchanges i.e. BSE/NSE/MSEI.

Thanking you,

Yours faithfully,

* Signature of Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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For Individuals

**Additional KYC Form for Opening a Demat Account**

**Depository Participant Name/Address**

(To be filled by the Depository Participant)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Application No. | | | |  | | | | | | | Date | D | D | M | | M | | Y | | Y | | Y | | Y | |
| DP Internal Reference No. | | | | | | | | | | |  | | | | | | | | | | | | | | |
| DP ID |  |  |  | |  |  |  |  |  | Client ID | |  |  | |  | |  | |  | |  | |  | |  |

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

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

**Holders Details**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sole / First Holder’s Name |  | PAN | | |  |  |  |  |  |  |  |  |  |  |
| UID |  |  |  |  |  |  |  |  |  |  |  |  |
| Second Holder’s Name |  | PAN | | |  |  |  |  |  |  |  |  |  |  |
| UID |  |  |  |  |  |  |  |  |  |  |  |  |
| Third Holder’s Name |  | PAN | | |  |  |  |  |  |  |  |  |  |  |
| UID |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Name \*** |  |
| **\***In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is  opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above. | |

**Type of Account (Please tick whichever is applicable)**

|  |  |
| --- | --- |
| **Status** | **Sub – Status** |
| Individual | Individual Resident Individual-Director  Individual Director’s Relative Individual HUF /AOP  Individual Promoter Minor  Individual Margin Trading A/C(MANTRA) Others(specify) |
| NRI | NRI Repatriable NRI Non-Repatriable  NRI Repatriable Promoter NRI Non-Repatriable Promoter  NRI –Depository Receipts Others(specify) \_ |
| Foreign National | Foreign National Foreign National - Depository Receipts Others(specify) |

**Details of Guardian (in case the account holder is minor)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Guardian’s Name | |  | | PAN |  | |
| Relationship with the applicant | |  | | | | |
| I / We instruct the DP to receive each and every credit in my / our account  (If not marked, the default option would be ‘Yes’) | | | [Automatic Credit]  Yes No | | | |
| I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end  (If not marked, the default option would be ‘No’) | | | Yes No | | | |
| Account Statement Requirement | As per SEBIR Regulation Daily Weekly Fortnightly Monthly | | | | | |
| I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID  \_ | | | | | | Yes No |
| I / We would like to share the email ID with the RTA | | | | | | Yes No |
| I / We would like to receive the Annual Report Physical / Electronic / Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical) | | | | | | |

|  |  |
| --- | --- |
| **I/ We** wish to receive dividend / interest directly in to **my** bank account as given below through ECS (If not marked, the default option would be ‘Yes’)  [ECS is mandatory for locations notified by SEBI from time to time ] | Yes No |

**Bank Details [Dividend Bank Details]**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Bank Code (9 digit MICR code) | |  | | |  | | |  | | | |  | | |  | | |  | |  | | | | |  | | |  | | |
| IFS Code (11 character) | |  | |  | | |  | | |  | | |  | |  | | |  |  | | | |  | | |  | | |  | |
| Account number | |  |  | | |  |  | |  | |  | |  | |  |  | |  |  | |  | | |  | |  | |  | |  |
| Account type | | Saving Current Others(specify) \_ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank Name | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Branch Name | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank Branch Address | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City |  | State | |  | | | | | | | | | | Country | | | PIN code | | |  | |  | | |  | |  |  | |  |
|  | | | | | | | | | | | | | | | | |

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

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Other Details**  Gross Annual Income Details | **Income Range per annum:**  Up to Rs.1,00,000 Rs 1,00,000 toRs5,00,000 Rs 5,00,000 to `10,00,000  Rs 10,00,000 toRs25,00,000 More than Rs25,00,000 | | | | | | | | | | |
| Net worth as on (Date) | | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** | Rs |
| *[Net worth should not be older than 1 year]* | | | | | | | | | | |
| Occupation | Private /Public Sector Govt. Service Business Professional Agriculture  Retired Housewife Student Others(Specify) \_ | | | | | | | | | | |
| Please tick , if applicable: | | Politically Exposed Person(PEP) Related to Politically Exposed Person(RPEP) | | | | | | | | | |
| Any other information: | |  | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| **SMS Alert Facility** Refer to Terms & Conditions  given as **Annexure - 2.4** | MOBILE NO.+91  [(Mandatory, if you are giving Power of Attorney (POA)]  (if POA is not granted & you do not wish to avail of this facility, cancel this option). |  |
| Transactions Using Secured Texting Facility (**TRUST**). Refer to Terms and Conditions **Annexure – 2.6** | I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same.  Yes No  I/We wish to register the following clearing member IDs under my/our below mentioned BO ID registered for TRUST | |
| ***E****asi* | To register for ***e***asi, please visit our website [www.cdslindia.com.](http://www.cdslindia.com/)  ***E****asi* allows a BO to view his ISIN balances, transactions and value of the portfolio online. |  |

**Nomination Details**

|  |  |  |
| --- | --- | --- |
| Stock Exchange Name/ID | Clearing Member Name | Clearing Member ID (Optional) |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
|  |  |
| **Nomination Registration No.** | **Dated** |

I /We the sole holder / Joint holders / Guardian (in case of minor) hereby declare that: I/We **do not wish to nominate any one for this demat account**.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Nomination Details** | **Nominee 1** | **Nominee 2** | **Nominee 3** |
| **Nominee Name:** |  |  |  |
| **\*First Name:** | **……………………………….…** | **………………………………….** | **………………………………….** |
| **Middle Name:** | **………………………………….** | **………………………………….** | **………………………………….** |
| **\*Last Name:** | **………………………………….** | **………………………………….** | **………………………………….** |
| **Nomination Details** | **Nominee 1** | **Nominee 2** | **Nominee 3** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **\*Address:** |  |  |  |
| **\*City** |  |  |  |
| **\*State** |  |  |  |
| **\*Pin** |  |  |  |
| **\*Country** |  |  |  |
| **Telephone No.** |  |  |  |
| **FAX No.** |  |  |  |
| **PAN No.** |  |  |  |
| **UID** |  |  |  |
| **Email ID** |  |  |  |
| **\*Relationship with the BO:** |  |  |  |
| **Date of birth ( mandatory if Nominee is a minor) DD-MM-YYYY** |  |  |  |
| **Name of the Guardian of Nominee (if nominee is a minor)** |  |  |  |
| **\*First Name:** | ……………………………….… | …………………………………. | …………………………………. |
| **Middle Name:** | …………………………………. | …………………………………. | …………………………………. |
| **\*Last Name:** | …………………………………. | …………………………………. | …………………………………. |
| **\*Address of the Guardian of nominee:** |  |  |  |
| **\*City** |  |  |  |
| **\*State** |  |  |  |
| **\*Country** |  |  |  |
| **\*Pin** |  |  |  |
| **Age** |  |  |  |
| **Telephone No.** |  |  |  |
| **FAX No.** |  |  |  |
| **Email ID** |  |  |  |
| **\*Relationship of the Guardian with the Nominee** |  |  |  |
| **\*Percentage of allocation of securities** |  |  |  |
| **\*Residual Securities (Please tick any one nominee. If tick not marked default will be first nominee):** |  |  |  |

\* Note : Residual securities in case of multiple nominee, please choose any one nominee who will be credited with residual securities remaining after distribution of securities as per percentage of allocation. If you fail to choose one such nominee, then the first nominee will be marked as nominee entitled for residual shares, if any.

**\* Marked is Mandatory field**

**Additional [KYC Form for Opening a Demat Account**

For Non-Individuals

**Depository ParticipantName / Address / DP ID**

(To be filled by the Depository Participant)

Application No. Date D D M M Y YYY

DP Internal Reference No.

DP ID Client ID

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

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

**Holders Details**

Sole / First

Holder’s Name

PAN

Search

Name

Second Holder’s

Name

UID

PAN

PAN

Third Holder’s

Name

UID

**Name \***

**\***In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

**Type of Account**(Please tick whichever is applicable)

**Sub - Status**

**Status**

**To be filled by the DP**

FII

OCB

Trust

Mutual Fund

Banks

Body Corporate

Body Corporat

Clearing House

CM

Other (Specify)

FI

SEBI Registration

Date

SEBI Registration No.

(If Applicable)

Y

Y

Y

Y

M

M

D

D

RBI Registration No.

(If Applicable)

RBI Approval Date

Y

Y

Y

Y

M

M

D

D

 Indian  Others (Specify)

Nationality

I / We instruct the DP to receive each and every credit in my / our account

(If not marked, the default option would be ‘Yes’)

I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end

(If not marked, the default option would be ‘No’)

Account Statement  As per SEBI Regulation  Daily  Weekly  Fortnightly  Monthly

Requirement

I / We request you to send Electronic Transaction-Cum-Holding Statement at the email ID  Yes  No

I / We would like to share the email ID with the RTA  Yes  No

**Clearing Member Details (To be filled by CMs Only)**[Automatic Credit]

Name of Stock Exchange

Name of CC / CH

Clearing Member Id

Trading Member ID

I / We wish to receive dividend/ Interest directly in to my bank account given below through ECS  Yes  No

(if not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]

 Yes  No

Yes  No

I / We would like to receive the Annual Report  Physical /  Electronic /  Both Physical and Electronic

( Tick the applicable box. If not marked the default option would be Physical )

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Bank Code (9digit MICR code) | |  | | |  | | |  | | | |  | | |  | | |  | |  | | | | |  | | |  | | |
| IFS Code (11 character) | |  | |  | | |  | | |  | | |  | |  | | |  |  | | | |  | | |  | | |  | |
| Account number | |  |  | | |  |  | |  | |  | |  | |  |  | |  |  | |  | | |  | |  | |  | |  |
| Account type | | Saving Current Others(specify) \_ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank Name | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Branch Name | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank Branch Address | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City |  | State | |  | | | | | | | | | | Country | | | PIN code | | |  | |  | | |  | |  |  | |  |

1. Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued,(or)

**Bank Details [Dividend Bank Details]**

1. Photocopy of the Bank Statement having name and address of the BO
2. Photocopy of the Passbook having name and address of the BO,(or)
3. Letter from the Bank.
   * In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Other Details**  Gross Annual Income Details | **Income Range per annum:**  Up to Rs.1,00,000 Rs 1,00,000 toRs5,00,000 Rs 5,00,000 to Rs. 10,00,000  Rs 10,00,000 toRs25,00,000 Rs25,00,000 to Rs. 1,00,00,000   More than Rs. 1,00,00,000 | | | | | | | | | |
| Net worth as on (Date) | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** | Rs |
| *[Net worth should not be older than 1 year]* | | | | | | | | | |
|  | Please tick if any of the authorized signatories/ promoters/ Partners/ Karta/ Trustees/ Whole time Directors is either Politically Exposed Person(PEP) or Related to Politically Exposed Person(RPEP). Please provide details as per format next page. | | | | | | | | | |
| Any other information: |  | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| **SMS Alert Facility** Refer to Terms & Conditions  given as **Annexure - 2.4** | MOBILE NO.+91  [(Mandatory , if you are giving Power of Attorney ( POA)]  (if POA is not granted & you do not wish to avail of this facility, cancel this option). |  |
| Transactions Using Secured Texting Facility (**TRUST**). Refer to Terms and Conditions **Annexure – 2.6** | I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same.  Yes  No  I/We wish to register the following clearing member IDs under my/our below mentioned BO ID registered for TRUST     |  |  |  | | --- | --- | --- | | Stock Exchange Name/ID | Clearing Member Name | Clearing Member ID (Optional) | |  |  |  | |  |  |  | | |
| ***E****asi* | To register for ***e***asi, please visit our website [www.cdslindia.com.](http://www.cdslindia.com/)  ***E****as i*allows a BO to view his ISIN balances, transactions and value of the portfolio online. |  |

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

**Name of holder PAN of the holder**

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

*PEP: Politically Exposed Person RPEP: Related to Politically Exposed Person*

**Declaration**

I/We have received and read the document of ‘Rights and Obligation of BO-DP’ (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false

/ misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Sole / First Authorized Signatory** | **Second Authorized Signatory** | **Third Authorized Signatory** |
| Name |  |  |  |
| Designation |  |  |  |
| Signature |  |  |  |

**(In case of more authorized signatories, please add annexure)**

(**S*ignatures should be preferably in black ink*** ).

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

1. *Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.*
2. *Signatures should be preferably in black ink.*
3. *DetailsoftheNames,Address,TelephoneNumber(s),etc.,oftheMagistrate/NotaryPublic/ Special Executive*

*Magistrate / Special Executive Officer are to be provided in case of attestation done by them.*

1. *In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.*
2. *In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.*
3. *All correspondence / queries shall be addressed to the first / sole applicant.*
4. *Strike off whichever option, in the account opening form, is not applicable.*

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

**Acknowledgement Receipt**

**Date:**

**Application No.:**

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

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

**Depository Participant Seal and Signature**

**OPTION FORM FOR ISSUE OF DIS BOOKLET**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Date | D | D | M | M | Y | Y | Y | Y |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| DP ID |  |  |  |  | |  |  |  |  | Client ID |  |  |  |  |  |  |  |  |
| First Holder Name | | | | |  | | | | | | | | | | | | | |
| Second Holder Name | | | | |  | | | | | | | | | | | | | |
| Third Holder Name | | | | |  | | | | | | | | | | | | | |

To,

**Depository Participant Name Address**

Dear Sir / Madam,

I / We here by state that: [Select one of the options given below]

**OPTION 1:**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL account though I / we have issued a Power of Attorney (POA) / executed PMS agreement in favor of / with

(name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMSmanager.

Yours faithfully

|  |  |  |  |
| --- | --- | --- | --- |
|  | **First/Sole Holder** | **Second Joint Holder** | **Third Joint Holder** |
| Name |  |  |  |
| Signatures |  |  |  |

**OR**

OPTION 2:

I / We do not require the Delivery Instruction Slip (DIS) for the time being, since I / We have issued a POA / executed PMS agreement in favor of /with (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

|  |  |  |  |
| --- | --- | --- | --- |
|  | **First/Sole Holder** | **Second Joint Holder** | **Third Joint Holder** |
| Name |  |  |  |
| Signatures |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please Tear Here)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement Receipt**

Received OPTION FORM FOR ISSUE / NON ISSUE OF DIS BOOKLET from :

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| DP ID |  |  |  |  |  |  |  | |  | Client ID |  |  |  |  |  |  |  |  |
| Name of the Sole / First Holder | | | | | | | |  | | | | | | | | | | |
| Name of Second joint Holder | | | | | | | |  | | | | | | | | | | |
| Name of Third joint Holder | | | | | | | |  | | | | | | | | | | |

Depository Participant Seal and Signature

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

**[SMS Alerts will be sent by CDSL to BOs for all debits]**

<Client ID.12064800\_\_\_\_\_\_\_\_\_\_\_\_>

**Definitions:**

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

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.

2. ‘DP’ means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.

3. ‘BO’ means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.

4. SMS means “Short Messaging Service”

5. “Alerts” means a customized SMS sent to the BO over the said mobile phone number.

6. “Service Provider” means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.

7. “Service” means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**Availability:**

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.

2. The service is currently available to the BOs who are residing in India.

3. The alerts will be provided to the BOs only if they remain within the range of the service provider’s service area or within the range forming part of the roaming network of the service provider.

4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.

5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset,

on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**Receiving Alerts:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and

informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.

2. The BO acknowledges that the alerts will be received only if the mobile phone is in ‘ON’ and in a mode to receive the SMS. If the mobile phone is in

‘Off’’ mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.

3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.

5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.

6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.

8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.

9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

**Fees:**

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

**Disclaimer:**

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

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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

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

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

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BOID | 1 | 2 | 0 | | 6 | 4 | | 8 | 0 | 0 |  |  |  |  |  |  |  |  |  | |
|  | (Please write your 8 digit DPID) | | | | | | | | | |  | (Please write your 8 digit Client ID) | | | | | | | |  | |
| Sole / First Holder's Name: | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | |  | |
| Second Holder's Name : | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | |  | |
| Third Holder's Name : | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | |  | |
| Mobile Number on which messages are to sent | | | | 91 | | | | | |  |  |  |  |  |  |  |  |  |  |  | |
|  |  |  |  | |  |  |  | | | | | | | | | | | | | | |

The mobile number is registered in the name of : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Please write only ONE valid email Id on which communication; if any, is to be sent)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures Sole/ First Holder Second holder Third holder

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

**Te****rms and Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL**

1. **Definitions:**

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

* 1. “Depository" means Central Depository Services (India) Limited(CDSL)
  2. TRUST means “Transactions Using Secured Texting” service offered by the Depository.
  3. “ServiceProvider”meansacellularserviceprovider(s)withwhomtheDepositoryhasentered/shallenterintoan arrangement for providing the TRUST service to the BO.
  4. “Service” means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
  5. “Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.

1. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository
2. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
3. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
4. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.
5. The BO shall be responsible for submitting response to the ‘Responsive SMS’ within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
6. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.
7. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
8. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP.
9. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
10. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such

response, CDSL’s records shall be conclusive evidence and the Parties agree that CDSL’s decision on the same shall be final and binding on both Parties.

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

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

1. Disclaimer:

Depository shall be absolved of any liability in case:-

1. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
2. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
3. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility..
4. **Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

**General Clause**

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

##### **Beneficial Owner information**

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

##### **Fees/Charges/Tariff**

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

##### **Dematerialization**

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

##### **Separate Accounts**

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

##### **Transfer of Securities**

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

##### **Statement of account**

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

##### **Manner of Closure of Demat account**

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

Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

##### **Default in payment of charges**

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

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

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

##### **Freezing/ Defreezing of accounts**

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

##### **Redressal of Investor grievance**

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

##### **Authorized representative**

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

##### **Law and Jurisdiction**

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

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Declaration by the Beneficial Owner**

**Client ID .......................**

I/ We hereby confirm having read/explained and understood the contents of the "Rights and Obligations" document(s). I/ We do hereby agree to be bound by such provisions as outlined in these documents. I/ We have also been informed that the standard set of documents has been displayed for information on the depository participant's designated website. if any.

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

Signature(s) ............................................ ........................................................... ...........................................................

Sole / First Holder Second Holder Third Holder

Place : ...........................................

Date: ............................................

|  |  |  |
| --- | --- | --- |
| **TARIFF SHEET - DP** | | |
| **Sr.** | **Particulars of Charges** | **Charges** |
| 1 | Demat account opening charges | NIL |
|  | Documentation Charges, Including Agreement Franking | 100/- |
|  | Power of Attorney (POA) Franking, Notarization | 200/- |
|  | Fax Indemnity | 200/- |
| 2 | Annual Maintenance Charges(AMC) |  |
|  | Individual | 250/- |
|  | CM / Corporate / Others | 750/- |
| 3 | Account Closing Charges | NIL |
| 4 | Dematerialization charges ( Per Certificate or every 100 securities ){Courier Charges Extra} | 10/- |
| 5 | Dematerialization charges ( Per Certificate or every 100 securities ){Courier Charges Extra} | 15/- |
| 6 | Debit Transaction charges | 15/- |
|  | On Market Transaction ( Per Transaction ) | 15/- |
|  | Off Market/ Inter Depository Transaction ( Per Transaction ) | 25/- |
|  | Pledge Creation / Invocation / Closure (Per Transaction) | 35/- |
| 8 | Other Charges |  |
|  | Late Instruction Charges (Per Transaction) | 15/- |
|  | Failed Instruction Charges (Per Transaction) | 10/- |
|  | Transmission | NIL |
|  | Nomination | NIL |
|  | Modification of A/C Details (actual courier charges extra) | 10/- |
|  | Freezing/Defreezing | NIL |
|  | Additional Holding/Transaction Statement(Quarterly) (Pay Instants) | 25/- |
|  | Additional Holding/Transaction Statement(Annually) (Pay Instants) | 50/- |
|  | Cheque Dishonour Charges (Per Instance) | Actual |
|  | Additional Delivery Instruction Slip Book (5 Slip Per Book) | 30/- |
|  | Loss Of Delivery Instruction Slip book(DIS) (Per Book) | 50/- |
| 9 | Easi/Easiest | NIL |
| **# For the 1st year "No Account Maintenance Charges (AMC)" would be levied** | | |
| With respect to the above mentioned subject, I/We authorize you to debit my/our trading account No .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_maintained with ABans Securities Private Limited ., for the debit charges payable to M/s. ABans Securities Private Limited, as a depository participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sole/First Holder. | | |
|
|
|
| **Notes:** | | |

@ All the charges and services are subject to revision at the discretion of management and will be informed from time to time by letter or/and via email

@ Service tax and other levies would be extra as applicable.

@ Any debit balance for more than one month from will date will be charge @13% per annum.

@ all transaction Charges calculated would be based on price file provided by Depository.

@ Transaction Statement will be provided on Monthly and Holding Statement on quarterly basis. All instruction must be received at designated office(s) of the DP at least 24 hours before the pay-in deadline, i.e. 1 day prior to the pay- in date(before 5 P.M.)

@ Any instruction beyond the specified time limit would be executed on best effort basis and DP won’t be responsible for any kind of failure or non execution of those transactions.

@ Courier charges will be levied as and applicable

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| Sole/First Holder | Second Holder | Third Holder |
| (If Body Corporate/HUF/Trust etc. please sign along with Rubber Stamp.) | | |

**MANAGING YOUR DEMAT ACCOUNT WITH CDSL**

**SIMPLE Dos AND DONTs**

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

Contact your DP or visit CDSL’s website:[www.cdslindia.com](http://www.cdslindia.com) for details.

1. In order to receive all the credits coming to your demat account account automatically, you can give a one-time, standing instruction to your DP.
2. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |
| **FATCA/CRS Declaration Form - (Individual)** | | | | |  |
| To: ABans Securities Pvt.Ltd. | | | |  |  |  |  |
| Customer ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  | Bar Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | |
| Primary Holder | | Jt Holder 1 | Jt Holder 2 | Jt Holder 3 | Mandate Holder | | |
| Residential Status (Resident/Non-Resident):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | |
| **FATCA/CRS Declaration Form** | | | | | | | |
| Part I - Please fill in the country for each of the following(Applicable for all customers): | | | | | | | |
| 1 | Country of: |  | | | | | |
| a) | Birth |  | | | | | |
| b) | Citizenship |  | | | | | |
| c) | Residence for Tax Purposes |  | | | | | |
| d) | Current Residence(overseas Country for NRI) |  | | | | | |
| 2 | US Person (Yes/No) Refer definition on page 2 |  | | | | | |
| Part II - Please note: | |  | | | | | |
| a. | If in all fields above, the country mentioned by you is India(except in case of seafarers) and if you do not have US person status, please proceed to Part III for signature. | | | | | | |
| b. | If for any of the above field, the country mentioned by you is not India and/or if your US person status is Yes, please provide the Tax Payer Identification Number (TIN) or Functional equivalent as issued in the specific country in the table below: | | | | | | |
| i) | TIN or |  | | | | | |
| Functional equivalent |  | | | | | |
| (Please specify name and number) |
| Country of issue |  | | | | | |
| ii) | TIN or |  | | | | | |
| Functional equivalent |  | | | | | |
| (Please specify name and number) |
| Country of issue |  | | | | | |
| ii) | TIN or |  | | | | | |
| Functional equivalent |  | | | | | |
| (Please specify name and number) |
| Country of issue |  | | | | | |
|  | | | | | | | |
| c. | If you satisfy the criteria mentioned in II (b) above but do not have Taxpayer Identification Number/functional equivalent, please tick the reason for the same as given below: | | | | | | |

Country not issuing TIN/Functional equivalent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Mention Visa/ Residence/ Work permit number)

Dependent visa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mention dependent visa number)

Student visa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mention student visa number)

Seafarer status \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mention CDC/visa number)

Going to the country of residence for first time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mention visa number. TIN/Functional equivalent to be communicated to the Participant within 90 days, else account will get closed).

I am a person resident out of India with (choose only if applicable):

**OR**

I am a person resident in India as well as resident for tax purposes in India (Please also fill Part IV self-certification)

d. In case you are declaring US person status as ‘No’ but your Country of Birth is US, please provide document evidencing Relinquishment of Citizenship. If not available provide reason/s for not having relinquishment certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Please also fill Part IV Self-certification.

Date (DD/MM/YYYY) :

Name :

Signature :

(ii) I understand that the Participant is relying on this information for the purpose of determining my status in compliance with FATCA/CRS. The participant is not able to offer any tax advice on FATCA/CRS or its impact. I shall seek advice from professional tax advisor for any tax questions.

(iii) I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

(iv) I agree that as may be required by domestic regulators/tax authorities the Participant may also be required to inform reportable details to CBDT or close or suspend my account.

(v) I certify that I provide the information on this form and to the best of my knowledge and belief the certification is true, correct, and complete including the taxpayer identification number / functional equivalent number of the applicant.

1. Under penalty of perjury, I certify that:
2. The applicants (i) an applicant taxable as a US person under the laws of the United States of America (“U.S.”) or any state or political subdivision thereof or therein, including the District of Colombia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof. (This clause is applicable only if the account holder is identified as a US person) or
3. The applicant is taxable as a tax resident under the laws of country outside India. (This clause is applicable only if the account holder is a tax resident outside of India)

**Part III – Customer Declaration (Applicable for all customers)**

Part IV- Self-certification (Not Applicable for NRI customer expect for point (b)below):

To be filled only if-

1. Any of the indicia parameters is outside India and TIN, or function equivalent is not available

Since not a resident for tax purpose outside India, or

1. County of Birth is US and US person is mentioned as, “No” in part I

Signature

I confirm that I am not a US person or resident for Tax purpose in any

Country other than India, though one

Or more parameters suggest my relation with the country outside

India Therefore, I am providing the

Following document as proof of my

Citizenship and/ or residency

Passport Election Id card PAN card Driving license UIDAI Letter

N REGA Job Card Govt Issued ID Card

Document Proof submitted (pls tick document being submitted)

Note-

The term United States person means:

1. An individual, being a citizen or resident of the United States of America;
2. Partnership or cooperation organized in United states of America or under the laws of United

States of America or any state thereof

1. a trust if .i. a court within United Sates of America would have authority Under application law

to render orders or judgments concerning substantially all issues regarding administration of the

trust and .ii. one or more U.S. persons have the authority to control all substantial decisions of the

trust;

1. an estate of a decedent who was a citizen or resident of the United states of America.

Function Equivalent of TIN Includes the following

A social security/insurance number, citizen/personal identification/services code/national identification

number, a resident / population registration number , Alien card number, etc.

C:\Users\inderpal\Downloads\image002.png FATCA/CRS Declaration From – (Non-individual)

To: ABans Securities Pvt. Ltd.

Customer ID\*/Account No\*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bar Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

* One input is mandatory

1. Is the account holder a Government Body/International Organization/listed

Yes No

on any recognized stock exchange.

(If yes and you are listed please specify the name of the stock exchange,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If no proceed to point (b)).

Yes No

1. Is the account holder (Entity/Financial Institution ) tax resident of any country

other than India.

(If yes pls fill FATCA/CRS self-certification),If no proceed to point (c)),

Yes No

1. Is the account holder an Indian Financial Institution

(If yes please provide your GIIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, if any,

if no proceed to point (d)),

1. Are Substantial owners or controlling persons in the entity or chain of ownership

Yes No

resident, for tax purpose in any country outside India or not an Indian Citizen.

(If yes than please fill of FATCA/ CRS self-certification), of no please sign the declaration

**Customer Declaration**

(I)Under penalty of perjury, I/We certify that:

1. The applicant is (i) an applicant taxable as a US person under the laws of the United States of America (“U.S.”) or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate, the income of which is subject to U.S. Federal Income tax regardless of the source thereof, or (This clause is applicable only if the account holder is identified as a U.S. person)
2. The applicant is taxable as a tax resident under the laws of the country outside India(This clause is applicable only if the account holder is a tax resident outside of India)
3. I/we understand that the participant is relying on this information for the purpose of determining the status of the applicant in compliance with

FATCA/CRA. The participant is not able to offer any tax advice on FATCA or CRS or its impact on the applicant.

I/WE should seek advice from professional tax advisor for any tax question

1. I/WE agree to submit a new from within 30 days if any information or certification on this form becomes incorrect
2. I/WE agree that as may be required by regulatory authorities, the participants may also be required to reportable details to CBDT or close or suspend my account
3. I/We certify that I/We provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including that taxpayer identification number of the applicant

Name of the Entity

Signature 1

Signature 2

Signature 3 ( As per MOP)

Date (DD/MM/YYYY) :