

Client Registration Kit

A K EQUITIES PRIVATE LIMITED

**Member of National Stock Exchange of India Ltd (NSE),
Bombay Stock Exchange Ltd (BSE)**

MEMBER CODE: NSE: 90035/ BSE: 0005

UCC Code (NSE): _____ UCC Code (BSE): _____

Back-Office Client Code: _____

Client Name: _____

Date of Account Opening: _____

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

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

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

F. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

G. Demat master or recent holding statement issued by DP bearing name of the client.

**** For individuals:**

- a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

**** For non-individuals:**

- a. Form need to be initialized by all the authorized signatories.
- b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

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

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

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

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

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

ACCOUNT OPENING KIT

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.	1-2 (a)(b)
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	3-5
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).	6-11
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	12-15
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	16-17
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker.	18-20
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	21
VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER			
7	Authority for Running Account	Authority Letter in favour of Broker to maintain running account of Fund and securities instead of settling on settlement basis.	22
8	Intimation of Money Laundering	This Documents is to make the client aware of Anti Money Laundering (AML) provisions	23
9	Acknowledgement of receipt of documents	Details of copy of executed KYC documents received.	24

Exchange and Segment	SEBI Reg. No.	Date
BSE Cash	INZ000239939	15 TH MARCH 2019
NSE Cash	INZ000239939	15 TH MARCH 2019

NAME OF STOCK BROKER : A K EQUITIES PVT. LTD

Website: www.akequities.com

Registered office and : 4TH FLOOR, KALPATARU HERITAGE, 127, M. G. ROAD, FORT,
 Correspondence offices address : MUMBAI-400001. Tel: 022-61402500 Fax: 022-61402555
 Compliance officer details : AVINASH BHADORIA Tel: 022-22703201 Mob: 9702881457
 Email: avinshbhadoria@akequities.com
 CEO, phone no. & email id : Nimish Mehta Tel: 022-61402523
 Email: nimishmehta@akequities.com

For any grievance/dispute please contact **A K Equities Pvt. Ltd** at the above address or email id- **grievance@akequities.com** and Phone no. **+91 22 61402500**. In case not satisfied with the response, please contact the concerned exchange(s) **NSE** at **ignse@nse.co.in** and Tel.: 1800 266 0058 and **BSE** at **dis@bseindia.com** Tel: 022 2272 8517/ 8097.

PROPRIETARY TRADING DISCLOSURE:

AS PER THE SEBI REQUIREMENTS, WE HEREBY INFORM YOU THAT DEPENDING UPON THE MARKET CONDITIONS, THE MEMBER, ITS DIRECTORS AND ITS ASSOCIATES DO INVEST/TRADE IN CAPITAL/DERIVATIVES SEGMENTS. YOU MAY PLEASE NOTE THE SAME.

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



Place for
Intermediary Logo

Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender Male Female B. Marital status Single Married C. Date of Birth dd / mm / yyyy

3. Nationality Indian Other (Please specify)

4. Status Please tick (✓) Resident Individual Non Resident Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any:

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar) Passport Voter ID Driving Licence Others (Please see guideline 'D' overleaf)

PHOTOGRAPH

Please affix
the recent passport
size photograph and
sign across it

B. Address Details (please see guidelines overleaf)

1. Address for Residence/Correspondence

City / Town / Village Pin Code
State Country

2. Contact Details

Tel. (Off.) (ISD) (STD) Tel. (Res.) (ISD) (STD)
Mobile (ISD) (STD) Fax (ISD) (STD)
E-Mail id.

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport Ration Card Registered Lease/Sale Agreement of Residence Driving License Voter Identity Card *Latest Bank A/c Statement/Passbook
 *Latest Telephone Bill (only Land Line) *Latest Electricity Bill *Latest Gas Bill Others (Please specify)

*Not more than 3 Months old. Validity/Expiry date of proof of address submitted dd / mm / yyyy

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

City / Town / Village Pin Code
State Country

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport Ration Card Registered Lease/Sale Agreement of Residence Driving License Voter Identity Card *Latest Bank A/c Statement/Passbook
 *Latest Telephone Bill (only Land Line) *Latest Electricity Bill *Latest Gas Bill Others (Please specify)

*Not more than 3 Months old. Validity/Expiry date of proof of address submitted dd / mm / yyyy

6. Any other Information:

DECLARATION

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

Place: Date:

SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY

IPV Done on dd / mm / yyyy

AMC/Intermediary name OR code

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

1

Seal/Stamp of the intermediary should contain
Staff Name
Designation
Name of the Organization
Signature
Date

Seal/Stamp of the intermediary should contain
Staff Name
Designation
Name of the Organization
Signature
Date

Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant: _____ PAN of the Applicant: _____

Sr. No.	PAN	Name	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

Name & Signature of the Authorised Signatory(ies)

Date: __/__/____

Intermediary Logo

TRADING ACCOUNT RELATED DETAILS

All these details are to be filled in both for Individuals & Non-individuals

A. BANK ACCOUNT(S) DETAILS

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

B. DEPOSITORY ACCOUNT(S) DETAILS

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

C. TRADING PREFERENCES

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

Exchanges	Segments	Signature of Client for trading preference	Exchanges	Segments	Signature of Client for trading preference
Bombay Stock Exchange (BSE)	Cash		National Stock Exchange (NSE)	Cash	
			National Stock Exchange (NSE)	Derivatives	

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

D. PAST ACTIONS

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

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

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

F. OTHER DETAILS

1. Gross Annual Income Details (please specify):
 Income Range per annum: Below Rs 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac > 25 Lacs
 Net-worth as on(date) _____ (DATE) (Net worth should not be old than 1 year)

(For Individuals Only)

2. Occupation (please tick any one and give brief details): Private Sector / Public Sector / Government Service / Business / Professional / Agriculturist / Retired / Housewife / Student / Others(Specify) _____
3. Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors:
 Politically Exposed Person (PEP) Related to a Politically Exposed Person (RPEP)
4. Any other information: _____

FOR OFFICE USE ONLY

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

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

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

.....
Signature of the Authorised Signatory

Date

Seal/Stamp of A.K.Equities Pvt. Ltd

INSTRUCTIONS/ CHECK LIST

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

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

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

3. Demat master or recent holding statement issued by DP bearing name of the client.

4. For individuals:

a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.

b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

5. For non-individuals:

a. Form need to be initialized by all the authorized signatories.

b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

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

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

CLIENT INFORMATION

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

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and 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-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

INTERNET & 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.

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

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

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

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

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

2.2 Currency specific risks:

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

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

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

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

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

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

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

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

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

4. GENERAL

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

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

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such

settlement in the cash market.

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

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

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

Policies and Procedures

A. Policy for Penny 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. Depending on the market condition and RMS policy of the company RMS reserves the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

B. Setting up client's exposure limit:

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's risk perception and other factors considered relevant by 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 order through the stock broker's 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 place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The 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.

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 or settlement obligations.

C. Applicable brokerage rate:

Brokerage Rate is mutually decided between the Member and each client based on client's net worth, expected trading volume etc. The maximum brokerage chargeable will be within the Rules & Regulations of the Exchanges. The applicable brokerage rate is mentioned in the KYC and any future change in the brokerage rate will be communicated to the client in writing.

D. Imposition of penalty / delayed payment charges:

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 18% p.a. or as intimated separately if revised in writing.

Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

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 limited to the extent of settlement / margin obligation.

Without prejudice to the stock brokers other rights (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 non payment of margins or other trade related amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated 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 account of such liquidations/ closing out shall be charged to & borne 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 purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares are 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 as permitted by exchange, 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 atleast at the rates prescribed by SEBI/Exchanges 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 event of such square off, the client agrees to bear all the losses based on actual executed prices.

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

Stock broker shall not be obliged to any deliver 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 obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a) The Short delivering client is debited by an amount equivalent to 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.
- b) 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 or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits whichever is higher.

c) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis 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 whichever is higher.

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 upto 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/outstanding debts. Intimation of cheques deposited or to be deposited will not be considered in such cases.

H. Temporarily suspending or closing a client's account based 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 on 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.

I. Deregistering a Client

Notwithstanding anything to the contrary stated in the Mandatory and Voluntary Client Registration Document, the stock broker shall be entitled to terminate the Mandatory and Voluntary Client Registration Document with immediate effect in any of the following circumstances:

- If the action of the client are prima facie illegal / improper or such as 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 under any law in 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 and Voluntary Client Registration Document with the Stock broker;
- If there is reasonable apprehension that the Client is unable to pay its trade related debts or the Client has admitted its inability to pay its trade related debts, as they become payable;
- If the Client is in breach of any term, condition or covenant of this Mandatory and Voluntary Client Registration Document;
- If the Client has made any material misrepresentation of facts, including (without 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 law 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 for period of one year. Calculation will be done at the beginning of every month 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 within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Client Acceptance of Policies and Procedures state hereinabove:

I/We have fully understood the same and do hereby sign the same. These Policies and Procedures may be amended / changed by the broker, provided the change is informed to me / us in writing by an advance notice of 15 days. These Policies and Procedures shall always be read 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.

Client Code: _____

Client Name: _____

Client Signature: _____

Date: ___/___/_____

Place: _____

TARIFF SHEET FOR BROKING OPERATIONS (MANDATORY)

Client Code:	Client Name:
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BROKERAGE SCHEDULE – CAPITAL MARKET SEGMENT:

Capital Market Segment (cash)			Capital Market Segment (Delivery)		
Trading	Brokerage	For Bo Use (Table no.)		Brokerage	For Bo Use (Table no.)
1 st Leg	%		Default	%	
2 nd Leg	%		Minimum	Paise	
Minimum					

BROKERAGE SCHEDULE – DERIVATIVES/CURRENCY SEGMENT:

Derivatives Segment				Currency Derivatives Segment		
Normal	Future	Option	For Bo (Table no.)	Future	Option	For Bo (Table no.)
1 st Leg	%			%		
2 nd Leg	%			%		
Minimum	Paise			Paise		

All Statutory Charges to be levied on the turnover as follows:

Transaction charges: At Actuals	Stamp Duty: At Actuals	Service Tax: At Actuals
Securities Transaction Tax: At Actuals	SEBI Turnover Fees: At Actuals	Clearing Charges: At Actuals


1. Penalty/Charges levied by SEBI/Exchanges: The actual amount of penalty/fees/fines/other charges levied by the Exchanges/Clearing House/Clearing Corporation/SEBI/any other regulator on A K Equities Pvt. Ltd. due to the acts/actions/orders/trades of the clients including but not restricted to charges/penalty for client code rectification and charges/penalty for short margins in the derivatives segment.

2. All reasonable costs, including, but not limited to, legal expenses incurred by A K Equities for collecting unpaid lawful dues, charges on delayed payments, transaction charges in relation to shares of Client retained with A K Equities.

OTHER LEVIES AS PREVALENT FROM TIME TO TIME:

- If the client does not make a pay-in on T+2 basis or if any outstanding debit balance in the account, delayed payment charges @ 18% p.a. or part thereof will be levied on the client.
- Cheque return charges at actual.

Note: You may contact us to know the prevalent rates of the above statutory levies. Any change in the commercial shall be communicated to you in writing as required under the guidelines of SEBI/Exchange.

Clients Signature:  _____

Client Code: _____

Date: _____

RUNNING ACCOUNT AUTHORISATION

Date: _____

To,

A K EQUITIES P. LTD

Mumbai

Dear Sir,

I am / we are regularly trading with you for Cash, Derivative & Currency Market in BSE/NSE. I/we hereby authorized you to do following on my/our behalf:

1. You can adjust any amounts receivable from me /us against any credits standing into my /our account or from my /our forthcoming pay-outs payable to me/us.

2. Further, I/We hereby give my/our consent to maintain my/our account for fund and securities as RUNNING ACCOUNT. The Securities lying with you should be considered as margin deposits. The said Running authorization is subject to revocation in writing by me at any time.

I/We request you to keep my/our Securities, Margin and funds with you to meet my/our pay in obligation in the Succeeding settlements in the same segment as well as other segments of BSE/NSE.

3. The actual settlement of funds & Securities shall be done by you with an exception of retention of an amount of maximum Rs. 10000/- in view of administrative difficulty to settle the account.

Monthly Quarterly (Strike off whichever is not applicable)

I/We shall bring any discrepancy preferably within 7 working days from the receipt of Statements post the settlement of my/our account. You will transfer my funds/Securities lying with you within three working day of the request as the case may be.

I have noted the following:-

- 1) The authorization shall be signed by me only and not by any power of attorney holder or by any authorized person.
- 2) I/We also aware that the authorization can be revoked at any time at my/our own discretion.

Thanking you,

Yours faithfully,

Signature of the Client: _____

Name of the Client : _____

Client Code : _____

Dear Investor!!

Subject: Prevention of Money Laundering

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

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

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

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

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

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

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

To,
A K EQUITIES PVT LTD
Mumbai

Re: SEBI circular MIRSD/SE/Cir-19/2009 dated Dec 3, 2009 & Acknowledgment of Receipt of mandatory client registration document

Dear Sir,

This has reference to necessary Know Your Client Form containing basic information, additional information and other documents executed by me. I hereby acknowledge receipt of following documents from you:-

1. Receipt of copy of all the mandatory and voluntary client registration documents executed by me/us with you.
2. Receipt of "Document dealing with policies and procedures".
3. Receipt of literature for PMLA requirements
4. Copy of Investor's Rights & Obligation Document, Risk Disclosure Document, Guidance Notes and Various Policies.
5. Copy of Risk Management Policy.
6. Tariff Sheet

I state that I have read and understood all above documents and these documents are acceptable by me.

Signature of Client : _____

Name of Client : _____

Client Code : _____

Place : _____

Date : _____

A.K.Equities Pvt Ltd

RISK MANAGEMENT POLICY

Capital Adequacy And Margin Release:

Maintenance of the Capital adequacy of the member with the exchanges is very essential for trading in the equities and derivatives segment. Capital is maintained with the exchange in the form of Bank guarantees, Cash, Securities and Fixed deposit. However the composition of the constituents of Capital with the exchange is to be defined by A K Equities Pvt. Ltd The same needs to be defined after performing a cost benefit analysis periodically. Currently a 25% capital cushion is being maintained on a daily basis to ensure adequate exposure availability after considering volatility of the market. A scenario analyses shall enable projecting the capital required with the exchange. Early pay-in is done by settlement 2 times a day to ensure release of margin blocked. An analysis of pay-in amounts vis-à-vis margin released shall be communicated to risk on a daily basis.

A.K.Equities Pvt Ltd

Process:

- Everyday, the transaction files received from the Exchange are uploaded on the Back Office software registering the transactions to respective Client codes.
- On the basis of above, the Contract Notes and Bills are generated and sent to the respective clients.
- During the day cheques received from the clients for their pay-in obligations and cheques issued to the clients for pay-out obligations are accounted in the Accounting system. Cheques received from the clients are checked with the bank details provided by the clients and updated in the software in order to reject the payments by third party. The cheques issued by the company to clients are always crossed and marked as 'Account Payee'.
- Back Office processes the reports giving details of balances in the clients account, which are used for co-coordinating with clients for debit recovery. All cheques received from the clients are banked and details of the cheques like cheque No., bank name, branch, amount are updated in our software.
- Further, Client wise debit-credit summary is generated considering short sale of stocks, if any. The same is uploaded in our RMS System enabling the clients to trade within their available limits.
- In house Reports are also generated giving details of clients who have not paid their obligations and the outstanding amount in order to liquidate their positions to the extent of debit balances in their accounts. If the client is having debit balance, he will be allowed to trade only with the prior approval of the director.
- Exposure for any client at any point of time shall be commensurate with the VAR margin and margin available with us. For Eg. – If Rs 1 lakh credit is available with us, exposure in a highly liquid and approved scrip can be 10 times i.e. upto Rs 10-lakhs as also in another case where a liquidity is relatively lower in an approved scrip, where credit available with us is Rs. 1 lakh, then the exposure can be upto only 4 times i.e. Rs. 4 lakh.

A.K.Equities Pvt Ltd

- Margin System: In Cash segment, the company has categorized scrips into 4 categories for upfront margin requirement. All scrips under 'Trade to Trade' need 100% upfront margin. The other scrips are categorized in A, B, C and D categories with margin rate of 25%, 33.33%, 50% and 100%, respectively. Margin requirement rate is reset every week on the basis of VAR Margin rate provided by the Exchange. In extreme volatile market conditions, margin is scaled up internally by some adhoc percentage.
- Square up is done once in a week as per the discretion of the director and on the basis of the credential of the client. Square up is done to the extent of debit balance in the respective clients' accounts.

Margin Collection Procedure for F&O

- We are collecting upfront margin in Derivative Segment i.e. F&O segment. The same is reported to NSE. The process of computation of the margin collection is as under:-
 - Balance in F&O Ledger as on T- 1 date
 - Balance in BSE and NSE Cash Ledger as on T date
 - (+) Cheques received from client on T date and accounted in F&O ledger on T date.
 - (+) value of collateral after the appropriate haircut i.e. VAR rate.

Please note that
1. The Compliance Officer shall generate Risk Report and Combined Risk report at the EOD.
2. The Compliance Officer shall ensure that the Risk Reports are prepared on timely basis.
3. The Compliance Officer shall ensure that SPAN margins are collected upfront.
4. The total Gross Exposure and Turnover limits of Clients shall be reviewed and appropriate action shall be taken in case the risk exposure exceeds the limits as laid down by the management.
5. The Compliance officer shall be directly reporting to the Director.
6. The Risk personnel shall ensure that SPAN margins are collected upfront.

Appendix A

ELECTRONIC CONTRACT NOTE (ECN) – DECLARATION

To,
A.K.EQUITIES PVT. LTD.
4TH FLOOR, KALPATARU HERITAGE
127,M.G. ROAD
FORT
MUMBAI-400001

Dear Sir,

I, _____ a client with member broker M/s. **A. K. EQUITIES PVT. LTD.** of **BSE/NSE** Exchange undertake as follows:

- I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form. I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
- My email id is _____ * and/or _____ secondary email ID
- I am aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above email id.
- This authorization has been signed by me only and not by any authorised person on my behalf or holder of the Power of Attorney.
- Please note that any change in my email-id shall be communicated by me through a physical letter to **A.K.EQUITIES PVT.LTD.** In respect of internet clients, the request for change of email id shall be made through the secured access by way of client specific user id and password provided to me.

Signature of the Applicant: _____

Date:
Place:

FATCA-CRS Declaration for Entities

Details of ultimate beneficial owner including additional FATCA & CRS information
(please include other references for completeness sake)

Particulars	Details
Name of the Entity	
Customer ID	
Address of tax residence (including city, state, country and pin code)	
Address Type	<input type="checkbox"/> Business <input type="checkbox"/> Registered Office
City of Incorporation	
Country of Incorporation	
Entity Constitution Type	
A Partnership Firm, B HUF, C Private Limited Company, D Public Limited Company, E Society, F AOP/BOI, G Trust, H Liquidator, I LLP, J Artificial Juridical Person Z – Others specify	
Date of Incorporation (in DD/MM/YYYY format)	
Permanent Account Number (PAN)	
Identification Type & Identification Number (if TIN or US GIIN not provided)	Company ID No.:
	Global Entity ID No.:
	Others (please specify & provide):
Identification number issuing country	

Tax residence declaration (tick any one, as applicable)

- Entity is a tax resident of India and not resident of any other country **OR**
Entity is a tax resident of the country/ies mentioned in the table below

Please indicate ALL the countries in which you are a resident for tax purposes and the associated Tax ID No. below

% In case Tax Identification Number is not available, kindly provide functional equivalent⁵

5 It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation & attach this to the form

In case the Entity's Country of Incorporation/ Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here: _____
(Refer 3(viii) of Part D)

FATCA & CRS declaration

(Please consult your professional tax advisor for further guidance on FATCA & CRS classification)

PART A

(to be filled by Financial Institutions or Direct Reporting NFEs)

Entity is a <input type="checkbox"/> Financial institution ¹ OR <input type="checkbox"/> Direct reporting NFE ²	GIIN	Name of sponsoring entity
	<i>Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below:</i>	
In case the GIIN not available, please tick any one below (as applicable): Following options available for Financial Institutions: only <input type="checkbox"/> Applied for <input type="checkbox"/> Not required to apply for <input type="checkbox"/> (Please specify sub-category ³) <i>]Please provide with Form W8-BEN-E, duly filled in</i> Not obtained – Non-FI		

¹ Refer 1 of Part D

² Refer 3(vii) of Part D

³ Refer 1A. of Part D

PART B

(to be filled by NFEs other than Direct Reporting NFEs; please fill any one as appropriate)

<input type="checkbox"/> Entity is a publicly traded company ⁴ (i.e. a company whose shares are regularly traded on an established securities market)	Name of the stock exchange <i>(Please specify any one stock exchange upon which the stock is traded)</i>
<input type="checkbox"/> Entity is a related entity of a publicly traded company ⁵ If Yes, Nature of relation: <input type="checkbox"/> Subsidiary of the listed company <input type="checkbox"/> Controlled by a listed company	Name of such publicly traded company
	Name of the stock exchange <i>(Please specify any one stock exchange upon which the stock is traded)</i>
<input type="checkbox"/> Entity is an active NFE ⁶	Nature of business
	Sub-category of Active NFE <i>(Mention code – refer 2c of Part D)</i>
<input type="checkbox"/> Entity is a passive NFE ⁷	Nature of business

FATCA-CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with Edelweiss or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or greencard holder, please include United States in the foreign country information field along with your US Tax Identification Number.

CERTIFICATION

I have understood the information requirements of this Form (read along with the FATCA/CRS Instructions) and hereby confirm that the information provided by me on this Form is true, correct, and complete. I also confirm that I have read and understood the FATCA CRS Terms and Conditions and hereby accept the same

For : _____ Date : _____
Authorized Signatory

Signature & Stamp Place :

⁴ Refer 2a of Part D
⁵ Refer 2b of Part D
⁶ Refer 2c of Part D
⁷ Refer 3(ii) of Part D

PART C

(to be filled only by Passive NFEs)

Please list below the details of each controlling person(s), confirming ALL countries of tax residency/ permanent residency/ citizenship and ALL Tax Identification Numbers for EACH controlling persons (Please attach additional sheets if necessary):

	Controlling Person 1	Controlling Person 2	Controlling Person 3
Name			
Country of tax residency*			
Address (include City State, Country & Pin code)			
Telephone/ Mobile No. (with ISD code)			
TIN (or functional equivalent for each country identified in relation to each person%)			
Identification Type (TIN or Other, please specify)			
Controlling person type code⁸			

Additional details to be filled below **ONLY** by controlling persons having tax residency/permanent residency/citizenship in any country **other than India** including green card holders:

	Controlling Person 1	Controlling Person 2	Controlling Person 3
Customer ID (if allotted)			
Gender (Male, Female, Other)			
City of Birth			
Country of birth			
Occupation Type (Service, Business, Others)			
Nationality			
PAN			
Father's Name (if PAN not available)			
Date of Birth			
Address type for address mentioned above (Residence or business, Residential, Business, Registered office)			
Identification Type (Documents submitted as proof of identity of the individual)[@]			
Identification Number (Mandatory if PAN or Aadhaar number is not reported)			
Spouse's name (optional)			
Aadhaar Number (optional)			

*To include US, where controlling person is a US citizen or green card holder

% In case Tax Identification Number is not available, kindly provide functional equivalent¹

@ Permissible values are:

- Passport
- Election ID card
- PAN Card
- ID Card
- Driving License
- UIDAI Letter
- NREGA Job card
- Others

⁸ Refer 3(iv) (A) of Part D

Part D: FATCA-CRS Instructions & Definitions

1. FINANCIAL INSTITUTION (FI)

The term FI means any financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined.

- (i) **Depository institution:** is an entity that accepts deposits in the ordinary course of banking or similar business.
- (ii) **Custodial institution** is an entity that holds as a *substantial portion* of its business, holds financial assets for the account of others and where its *income attributable to holding financial assets and related financial services equals or exceeds 20 percent* of the entity's gross income during the shorter of-
 - a) The three financial years preceding the year in which determination is made; or
 - b) The period during which the entity has been in existence, whichever is less.
- (iii) **Investment entity** is any entity:
 - a) That *primarily conducts a business* or operates for or on behalf of a customer for any of the following activities or operations for or on behalf of a customer
 - i. Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; **OR**
 - ii. Individual and collective portfolio management; **OR**
 - iii. Investing, administering or managing funds, money or financial asset or money on behalf of other persons ; **OR**
 - b) The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above.

An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:

- i. the three-year period ending on 31 March of the year preceding the year in which the determination is made; **OR**
- ii. the period during which the entity has been in existence.

The term "Investment Entity" does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 - refer point 2c.)

- (iv) **Specified Insurance Company:** Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

1A FIS NOT REQUIRED TO APPLY FOR GIIN:

Code	Sub-category
01	Governmental Entity, International Organization or Central Bank
02	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
03	Non-public fund of the armed forces, an employees'

state insurance fund, a gratuity fund or a provident fund

- 04 Entity is an Indian FI solely because it is an investment entity
- 05 Qualified credit card issuer
- 06 Investment Advisors, Investment Managers & Executing Brokers
- 07 Exempt collective investment vehicle
- 08 Trustee of an Indian Trust
- 09 FI with a local client base
- 10 Non-registering local banks
- 11 FFI with only Low-Value Accounts
- 12 Sponsored investment entity and controlled foreign corporation
- 13 Sponsored, Closely Held Investment Vehicle
- 14 Owner Documented FFI (if you select this category, please provide Owner Reporting Statement or an Auditor's Letter with required details as mentioned in Form W8 BEN E)

2. NON-FINANCIAL ENTITY (NFE) – ANY ENTITY THAT IS NOT A FINANCIAL INSTITUTION

Types of NFEs that are regarded as excluded NFE are:

- a. **Publicly traded company (listed company)**
A company is publicly traded if its stock are regularly traded on one or more *established securities markets* (*Established securities market* means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)
- b. **Related entity of a publicly traded company**
The NFE is a related entity of an entity of which is regularly traded on an established securities market;
- c. **Active NFE : (is any one of the following):**

Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year is <i>passive income</i> and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of <i>passive income</i> ;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank , or an entity wholly owned by one or more of the foregoing;
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

A K EQUITIES PRIVATE LIMITED

04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	<p>Any NFE that fulfills all of the following requirements:</p> <ul style="list-style-type: none"> • It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in India and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare; • It is exempt from income tax in India; • It has no shareholders or members who have a proprietary or beneficial interest in its income or assets; • The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and <p>The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof.</p> <p>Explanation.- For the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely:-</p> <p>(I) an Investor Protection Fund referred to in clause (23EA);</p> <p>(II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB; and</p> <p>(III) an Investor Protection Fund referred to in clause (23EC), of section 10 of the Act;</p>

3. OTHER DEFINITIONS

(i) **Related entity**

An entity is a 'related entity' of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the votes and value in an entity.

(ii) **Passive NFE**

The term passive NFE means

- a) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company; or
- b) an investment entity defined in clause 1(iii)(b) of these instructions.
- c) a withholding foreign partnership or withholding foreign trust;

(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)

(iii) **Passive income**

The term passive income includes income by way of :

1. Dividends,
2. Interest
3. Income equivalent to interest,
4. Rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE
5. Annuities
6. The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income
7. The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,
8. The excess of foreign currency gains over foreign currency losses
9. Net income from swaps
10. Amounts received under cash value insurance contracts
11. But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer.

(iv) **Controlling persons**

Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, controlling person means persons in equivalent or similar positions.

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no. CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) ('BO'). Accordingly, the Beneficial Owner means 'Natural Person', who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to:

- i. More than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
- ii. More than 15% of the capital or profits of the juridical person, where the juridical person is a partnership; or
- iii. More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

Where the client is a trust, the financial institution shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural

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person exercising ultimate effective control over the trust through a chain of control or ownership.

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official.

(A) Controlling Person Type:	
Code	Sub-category
C01	CP of legal person-ownership
C02	CP of legal person-other means
C03	CP of legal person-senior managing official
C04	CP of legal arrangement-trust-settlor
C05	CP of legal arrangement--trust-trustee
C06	CP of legal arrangement--trust-protector
C07	CP of legal arrangement--trust-beneficiary
C08	CP of legal arrangement--trust-other
C09	CP of legal arrangement—Othr-settlor equivalent
C10	CP of legal arrangement—Othr-trustee equivalent
C11	CP of legal arrangement—Othr-protector equivalent
C12	CP of legal arrangement—Othr-beneficiary equivalent
C13	CP of legal arrangement—Othr-othr equivalent
C14	Unknown

(v) Specified U.S. person – A U.S. person other than the following:

- a. a corporation the stock of which is regularly traded on one or more established securities markets;
- b. any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i);
- c. the United States or any wholly owned agency or instrumentality thereof;
- d. any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- e. any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;
- f. any bank as defined in section 581 of the U.S. Internal Revenue Code;
- g. any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;
- h. any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);
- i. any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;
- j. any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;
- k. a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- l. a broker as defined in section 6045(c) of the U.S. Internal Revenue Code; or
- m. any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U.S. Internal Revenue Code.

(vi) Owner documented FFI

An FFI meets the following requirements:

- A. The FFI is an FFI solely because it is an investment entity;
- B. The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company;
- C. The FFI does not maintain a financial account for any nonparticipating FFI;
- D. The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances; and
- E. The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 FFI, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U.S. persons and (2). Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its interest through a participating FFI, a deemed-compliant FFI (other than an owner-documented FFI), an entity that is a U.S. person, an exempt beneficial owner, or an excepted NFE.

(vii) Direct reporting NFE

A direct reporting NFE means a NFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS

(viii) Exemption code for U.S. persons

Code	Sub-category
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
P	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan