### MNM Stock Broking Pvt. Ltd.

## VOLUNTARY DOCUMENT NO-1. FOR OPERATION

To,

#### MNM Stock Broking Pvt. Ltd.

(Member of NSE, BSE, MCX)

- I/WE UNDERSTAND THAT THIS IS PURELY A VOLUNTARY DOCUMENT AND SHALL FORM PART OF THE NON MANDATORY DOCUMENTS OF MY KYC FORM, INCASE IF ANY OF THE CLAUSES OF THIS DOCUMENT SHALL DILUTE YOUR RESPONSIBILITY AS A STOCK BROKER OR IN CONFLIT WITH ANY OF THE CLAUSES IN THE MANDATORY DOCUMENTS, RULES, BYE-LAWS, REGULATIONS, NOTICES, GUIDELINES AND CIRCULARS ISSUED BY SEBI AND THE STOCK EXCHANGES FROM TIME TO TIME, THE SAME SHALL STAND NULL AND VOID.
- 1. I/We (herein after referrerd to as Client at some places) do hereby declare that I am/We are regular investor in the stock markets in India and as such I am/We are coversant with the laws, practices, rules, regulations, guidelines, circulars, notifications etc. prescribed by securities & exchange board of India (SEBI), National Stock Exchange of India (NSE) Bombay Stock Exchange Ltd. (BSE). Multi Commodity Exchange of India Ltd (MCX).
- 2. I/We wish to transact through MNM Stock Broking Pvt. Ltd. (herein after referred as MSBPL/Stock Broker/Member/you) and as such this document will operate for any/all /the segments of NSE and/or BSE and/or MCX whether CM segment, F&O Segment, Currency Derivatives Segment Commodity Segment or such other segment as the MSBPL may become a member, in future, of those Exchanges and when I/We become client of that/those segment(s).
- 3. I/We understand and agree that you can debit my/our accounts either for any additional services provided by you as per my/our oral requests depending upon opening of my/our relevent account(s) or as may be required in compliance with applicable provisions of law.
- 4. I/We further declare that I am/We are aware of the illigal practices, if any, that may be prevalent in the Stock Market and I/We assure you that I/We will not include into the same.
- 5. I/We further declare that I/We will not carry out any unfair trade practices such as Synchronized Deals, Structured Deals, Circular Traiding, Insider Trading in the Capital Makret and/or F&O Market and/or Currency Derivatives Market and/or Commodity Sagments.
- 6. I/We further declare and confirm that I/We will not place any order or carry out any trades/transactions on the Exchange which will reflact as an arrangement for profit or loss transaction or crsos deals. Further, all the orders placed on the Exchange through you will be in the normal market at normal / previailing market prices and only in Liquid Securities/Scripts and not at unrealistic prices where there is corresponding underlying securities positions in the cash or furures segment of the Exchange in case any of my/our transactions being declared as violative to any rules / regulations / byelaws / circulars / directions /guidelines etc. of Exchange/SEBI /SCRA. I/We will be solely responsible for all penalties/charges/damages etc. leived from you by the Exchange and accordingly do hereby undertake to reimburse/pay the same to you.
- 7. I/We further declare and confirm that the shares/securities provided/being provided to you are generally for the purpose of availing exposure limits/margin limits/towards collaterals in F&O or Commodity Segment of the Exchange.
- 8. I am/We are further declare that as on the date of registeration as your client, I am / We are eligible to transact in the securities market as per applicable rules, regulations, byelaws, circulars, guidelines etc. of SEBI, NSE and/or BSE and/or MCX and have not been banned/restrained to transact in the securities market by any Exchange or statutory authories and whatever permissions/prior permissions, as may be required from government authority(ies) have been obtained by me/us.
- 9. I/We further declare that I/We will not give any third party shares for settlement of my/our obligations to the Exchange. I/We further understand and agree that, for any reason, if any third party delivery is delivered to you, without projudice to your right to reject the same upfront and without my/our notice/information or without your right to levy any further charges/auction charges/penalties upon me/us as you may think fit and proper, at my/our sole risk, you can take such action as you may deem fit and proper including but not limited to suspension of my trading code or withholding of funds and/or securities.
- 10. I/We further declare that I/We will not receive or give any monies in cash or in kind for completing the settlement obligations, either pay-in or pay-out or margin etc. to the Exchange.
- 11. I/We declare and confirm upfront that the securities delivered, if any, towards margin / collaterals / pay-in obligation etc. shall obsolutely be free from any lien/encumbrances of whatsoever nature.
- 12. I/We have been informed by the trading member that in case the trading member does not receive any bounced mail or delivery failure notice from my/our side in case of ECN, if would tantamount to successful delivery of the contract notes and other documents.
- 13. Considering my/our account to be maintained on Running Account basis, I/We also request you, subject to settlement on

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monthly or quarterly basis as per my / our wishes, to consider to balances in my / our running funds account with you for the purpose of margins / any other obligations due to you. In view of the above it would be proper for you to release the funds and securities due to us/me on our/my specific request, either written or oral and only to the extent demanded by me/us. I/We will make payments to you for bills raised by you or by way of journal voucher entries or other accounting entries in my/our client ledger maintained in your books of accounts.

- 14. Notwithstanding anything contrary contained in the KYC documents between us, I/We hereby inform you that I/We have opened/desired to open Trading Account with MSBPL as a member of NSE and/or BSE and/or MCX and/or such other exchange(s). I/We hereby request you to transfer, make adjustments and/or to set off, a part of whole of the securities placed as margin and/or any surplus funds in any of my/our account/(s) maintained with you agains the outstanding dues payable if any, by me/us in any of my/our account(s). MSBPL Stockbroker will be right to lien on the credit balance(s) in any of my/our accounts/ Any entries passed by you in accordance with this authorization shall be binding on me/us. I/We am/are agreeable that if you can consider, as per your RMS policy from time to time, the credit balance of funds and share be treated as margin for both cash and derivatives segment. I am/We are also agreeable for transfer of credit balances in margin account/client account of cash segment towards adjustment debit balance in margin account/Client account of derivatives/commodities segment and vice-versa. I am/We are also agreeable for transfer of credit balance in margin account/client account of cash and derivatives/commodities segment of NSE/MCX against debit balance in margin account/client account of cash and derivatives segment of BSE and vice-versa. I am/We are agreeable to intersettlement transfer of securities towards payin/pay out of securities in the future/past settlement. I am/We are agreeable for and authorise you to withheld funds and / or securities of pay-out towards all the applicable margins and debits.
  - (b) In consideration of you the Stock Broker agreeing to this, I/We the Client agrees that if any amount is overdue from me/us you may charge delayed payment charges as per you RMS policy from time to time and thus. The over dues including the interest on delayed payment, shall be adjusted by you from dues to be payable to me/us to the extent of debit/obligation. Thus I/We as your client authorizes you the Stock Broker to make adjustments and/or to set off a part or whole of the securities placed as margin/collateral and/or any credit in any account as a Client so maintained with you or against the outstanding dues in any of the account maintained by me/us with the Stock Broker to the extent of debit/obligation. I/We further authorize you-the stock broker to sell the securities to the extent of debit/obligation to recover any dues payable to the extent of debit/obligation by me/us to the Stock Broker. This authorization shall be treated as standing authorization and any entry passed or adjustments done by you-the Stock Broker to give effect to this authorization shall be binding on me/us as your Client. I/We as your Clilent understands and confirms that this authorization forms basis for you as a Stock Broker to give trading limits/exposure limits, and for any other facilities offered by you to me/us. I/We also understand that according to the rule byelaws and regulations of the exchange and SEBI, you the Stock Broker, are required to maintain segmentwise/exchangewise account of the Client.
  - (c) I/We do hereby agree and declare that I am/We are aware that the Excahnges require the Stock Broker to maintain the client account for each Exchange/segment sepearately. For this purpose Stock Broker may allocate the payment received from client for any exhange/segment. Similarly the client authorize the Stock Broker to pass such entries to adjust the debit or credit balance of the client in trading account of or Exchange/segemtn to the other or vice versa. The client also authorize the Stock Broker to maintain consolidated account of the client to facilitate the day-to-day operations. Such consilisation and segegation of client account as maintained by the Stock Broker shall be binding on the client. Without afecting the generality of the aforesaid. I/We and you MSBPL i.e. the parties hereto agree as follows.
    - (i) Money pay-in to Stock Broker. The client agrees that all payments due to the Stock Broker will be made within the specified time and in the event of any delay, the Stock Broker may refuse, at their discretion, to carry out transactions on behalf of the client. The client agrees that alternatively, the Stock Broker may square off such transactions or close-out the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Stock Broker shall be from the account of client and shall not be form any third party. It is also agreed and confirmed that the stock broker as informed me/us that third party delivery/cheque will NOT be accepted but if Stock Broker has inadvertently accepted any third party payment given by me/us directly to the bank A/c of Stock Broker, without its knowledge or information, the same shall be considered as sole bonafied purpose of the Client so as to meed any obligation of the client and no claim of such payment shall lie of the person form whose bank account the payment has been made and the client agrees and confirms the sole responsibility of what so ever nature, if any, imposed upon the stock broker by Exchange or any other authority.
    - (ii) Money pay-out by Stock Broker: Notwithstanding anything continue in any other clause, if any, between the



parties hereto, the client hereby authorities the Stock Borker to release all payments due to him from the trading account maintained with the Stock Broker, against specific requies in that behalf made in the manner and following the procedure laid down in the terms and conditions. For the purposes of the clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Stock Broker to execute an instruction. Any payment made to the designated bank account or in the name of the client as per information available with the Stock Broker shall be deemed to be payment made to the client.

- (iii) Securities pay-in to Stock Broker: Any delivery to be effected to the Stock Broker for a trade, must be made well within the prescribed time limit as per settlement schedule of the exchange. However, stock broker may accept or reject any late delivery than as started above. Losses, if any, that may accure in the event of default in completing the delivery on the Exchange by the Stock Broker as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non-delivery of securities on teh settlement date on the Exchange. No third party shares will be sold through the Stock Broker or third party payment should be made to Stock Broker and client will be solely responsible for any violation. If the client has sold any securities in anticipation of receipt of securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.
- (iv) Securities pay-out by stock broker: The Stock Broker may directly credit the demat account of the client with the depository participant provided that if the order placed by the client through the web-sit or otherwise is for securities which are in no-delivery period, such securities shall be credited to the trading account of the client only the time of settlement of traders, as per the schedule of the Exchange. However, if any sum is due from the client the Stock Broker may withhold the credit of securities to its own beneficiary demat account or the demat account of the client.
- (v) Securities shortages in pay in and pay out: The client agrees to be bound by the guidelines, including the rules pertaining to adjustment of shortage in the client's position in securities transacted on behalf of the client, by the Stock Broker, either through orders placed through the use of the IBT or e-broking services and dial-up services of the Stock Broker from time to time. In case of internal shortage of securities, any entry passed to the account of Client in accordance with practice, constistently followed by the Stock Broker across all its Clients as may be consonance with stock exchange market/practices, shall be binding on the Client, Further in case of shortage of securities, the Client authorizes the Stock Broker to borrow shares on behalf of the Client and debit the charges for the same to the Client's account maintained with the Stock Broker. (vi) Stock Broker is entitled to consider any sum or money or security lying to the credit of the Client as margin received.
- 15. I/We have beneficiary account with MSBPL DP bearing demat account no. \_\_\_\_\_\_\_. I/We find it extgremely inconvenient to give cheques against your depository bills. Hence, I/We hereby authorise you, subject to applicable provisions, if any, to debit the trading account maintained with you for the debit charges payable by me/us to you as a DP for providing depository services to my/our trading account balances.
- 16. As regard the placement of orders, although you had insisted on written instruction for placing orders, considering the practical difficulties faced by me/us in complying the same, I/We would request you to accept orders placed by any other means other than written. Further note that, I/We do not require any order/trade placement or confirmation or modification or cancellation slips.
- 17. I/We have no objection if due to punching errors you might have to change the client codes for trade done as the circumstances may warrant, as per the rules and regulations of the Exchange.
- 18. I am/We are aware, agree and confirm that for non-payment of any margin money / pay-in obligations, you the stock broker may sell all/any of the securities held by broker towards margin/collaterals/credit balance lying in my/our client's account or amay square up all/any open position to fulfill these requirements to the extent of Debit Balance or Obligation as the circumstances may warrant.
- 19. You being a Member disclosed that you are doing proprietary trading along with client Business and as such I/We have noted the same.
- 20. I/We specifically consented not to include into any off market transactions leading to dubba-trading.
- 21. I/We have also noted the details of your compliance officer including you designated E-mail ID for complain / grievances redressal.
- 22. I/We shall not indulge in any sub-broking activities nor issue bills/contracts/confirmation notes to anyone else for trades done in our client code without obtaining SEBI or Exchange Registration in my/our name.
- 23. I/We as your client agrees that you (stock broker) shall not be liable or responsible for non execution of orders placed through

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trading terminals/websites or through any other mode due to the failure of any system or link out side your control or any other reason whatsoever or for non performance of your obligations due to any reason whatsoever including but not limited to natural calamities or civil commotion, war, strikes, government/regulatory action, exchange or market ruling, suspension of trading. I/We are aware and agree that you (stock broker) also reserves the right of refusing to execute any particular transaction in your absolute discretion if you found the same to be violative to any provisions or is/are not in consonance with your RMS policy.

- 24. I/We as your client agrees that any failure by you as a stock broker to exercise or enforce any rights conferred upon you by this document/or as per KYC document executed between us, shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time to times.
- 25. I/We as a Client shall be responsible for all orders, including orders that may be executed without the required margin, whether or not you as a Stock Broker intimated me/us about such shortfall in margin, shall instantneously makeup the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheque or money order or account transfer or any other mode accepted to you as per you RMS policy from time to time.
- 26. I/We as a client, hereby agrees and indemnities, and shall always keep you (Stock Broker) indemnified against all such action and/or claims, costs, charges, damages, losses and expenses which may be incurred, suffered and/or sustained by you (Stock Broker) due to my/our mistake or non-compliance of any rules, regulations, circulars or other provisions or with respect to any third party cheque(s) and/or delivery of shares, which may be given by me/us as your client to be credited in my/our account as your client.
- 27. I/We as your client do hereby agrees with respect to complience with prevention of money laundering act, 2002 (PMLA), as amended till date and from time to time and rules, regulation and guidelines framed hereunder and confirms that all the information which may be required by you (stock broker) to enable you to comply with the provisions of the PMLA and the rules, regulation and guidelines framed there under has been disclosed including issues related to "beneficial ownership", if any and also undertakes to promptly provide the same on an on-going basis whenever required. As also I/We hereny agree to keep you (Stock Broker) informed of any change in teh information earlier provided in/through Know Your Client Form or otherwise in this regard immediately in writing.
- 28. All fines/penalties and charges, exemplary demages etc levied upon you due to my/our acts/deeds or transaction sincluding illegal acts or unfair trades practies etc. as may be leived by the Exchanged and suffered by the Member, shall be passed on to me/us and recovered by you from my/our account either by way of debiting the same or otherwise.
- 29. If permissible under other provisions of KYC documents executed between us or as per rules, regulations, bye-laws, circulars or guidelines or other provisions of Exchanges and/r SEBI, I am / We are aware that you may charge delayed payment charges by whatever name called.
- 30. Close out in case of internal shortage: I/We, your client hereby agrees that if I/We have short delivered any securities against my/our pay-in obligations which resulted into internal shortage i.e. buys position of another client of the stock broker and couldn't be auctioned in the market than close out price @ 18% or such other percentage being generally applied by the Stock Broker for other clients, above the closing price on the Auction Day or Closing price of first trading day of the settlement whichever is higher. I/We further specifically agrees that without prejudice to the Member's other right including the right to refer a matter to arbitration, the member shall be entitled to liquidate / close out all or any of my/our open position. Any and all losses, financial charges and/or incidental expenses incurred by the member on account of such liquidation/closing out shall be reimbursed by me/us or deductible by the member from the monies and/or colletaral margin of mine/ours, brokerage of the sub-broker available with the member.
- 31 I/We consent to adjust debit/credit balance in between my/our various account viz. F&O commodity initial/upfront margin account F&O Commodity MTOM Account, CM Segment Account, Margin Account or such other accounts maintained with you pursuant to opening of this trading codes with you. The same can be done in you rbooks of accounts by passing JV Entries or in such other manner as may be permissible.
- 32. Sharing of Information: I/We agree to immediately furnish information to the member in oral/writing or the member suomoto (on its own) in receipt of such information in the event that is likely to have an adverse effect of my/our financial position or any restrictions or adverse findings or actions, if any, by any statutory authority. Upon receipt of such information, the member shall be entitled to take such action as it may consider necessary in order to protect its own interest, including without limitation, liquidation/closing out all/any outstanding positions of mines/ours. Any and all losses, financial charges and/or incendental expenses incurred by the member on account of such liquidation/closing out shall be make good or reimbursed by me/us to the member.
- 33. Investment Advice: The Client acknowledge that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability fo a security or investment. The Client also acknowledge that the Member's Employees are not authorized to give any such advice and that the Client will not solicit or

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rely upon any advice from member or any of its employees. The Client agrees that in the event of the Member or any employee or official of the member providing any information to the client, he/she/it may act upon the same at sole risks, costs and consequences and the member shall not be liable/responsible for the same. The client further agree to always, keep himself/herself/itself abreast of all requirements to be complied with by him/her/it under various laws including Foreign Exchange Management Act (FEMA), 1999 whever applicable and the rules, regulations, directions, circulars, notifications, guidelines etc. issued under the pursuant to the relevant laws from time to time.

- 34. The Client shall not hold MSBPL responsible for any losses incurred on account of failure of System/Risk Management System/Network Congestion/Loss of Connectivity from Dealing Office/Place to MSBPL or from MSBPL to the Exchange.
- 35. Restrictions on Regulatin of Dealings: The Stock Broker shall at its discretion decide, from time to time, the volume of business which the Client (introduced directly or by the sub-broker or authorised person) may transact during any trading day on NSE/BSE/MCX Exangewise or segmentwise or in combinne. Notwithstanding such as an understanding/arrangement, the Stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealing by the Client as per RMS policy from time to time, inter-alia, having regard.
  - (i) to the volatility in the market.
  - (ii) in view of impending price sensitive announcements.
  - (iii) any restrictions in relation to volume of trading/outstanding business/margins stipulated by the Exchange/Stock Broker, political instability in the country etc.
  - (iv) presence of any other price sensitive factors:
  - (v) failure by the client to provide/maintain the applicable colleteral/margin, and/or
  - (vi) delays by the Client in meeting his/her/its obligation/dues relating to the business/dealing done under the present.

#### 36. REPRESENTATIONS AND WARRANTIES:

- (1) I/We agree that I/We have the required legal capacity and am/are authorized to entr into agreement and am/are capable of performing my/our obligations and undertakings pursuant to this KYC form submission and allotment of Client Code by the Stock Broker/MSBPL
- (2) Any instructions given by me/our authorised representative to you the Stockbroker or to Stock Broker's representative, shall be binding on me/us.
- (3) I/We specifically agree that I am/We are trading for my/our own account and shall not act as a sub-broker of the stock broker without the prior written permission of the stock broker and without obtaining the ertificate of registration from the Securities and Exchange Board of India (SEBI) and/or respective Exchange(s).
- (4) I/We specifically agree and confirm that all details about me/us may be provided vide this KYC from are true and correct and complete in all respect as per my/our knowledge and belief I/We hereby give this declaration to you without any coercion with sound mind an dvoluntarily to you which shall be part of my client registration form and in case any information /details found to be false/untrue/misleading/misrepresenting, I am/We are aware that I/We may held liable for it. I/We understand and am/are aware that the aforesaid consents are purely voluntary and have been given to you for smoother operations of my/our client account with you as our broker. Further, these standing instructions are valid from the date the client/trading accunt is opened with you and will be valid and operational untill revoked by me/us./

#### 37. Authorised Representatives :

- a) The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by me/us or by my/our authorized representative shall be binding to me/us.
- b) I/We hereby authorize my/our representatives \_\_\_\_\_\_ and/or \_\_\_\_\_ to trade and transact in securities for and on behalf of me/ us including to collect physical contract notes, cheque, statements etc. In the event of authorized representative(s) being replaced it shall be my/our responsibility to inform you of the change in writing failing which I/We shall be responsible for the obligations arising out of the actions of both the representative(s) old as well as new.
- c) If any transaction under this agreement or under any other agreement or otherwise with you have been executed on behalf of me/us by any other person not mentioned above and the same has/have been accepted by me/usfrom time to time on the basis of the contract note(s)/bills/any other correspondence dispatched/communicated to me/us by you and/or by part or full settlement of the said transaction(s) by me/us, then such transaction(s) shall be deemed to be executed by the person authorized by me/us and I/We hereby agree to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).
- d) I/We shall be bound by all the transactions undertaken by you pursuant to the instructions of the above said persons. I/We hereby agree that you or the exchanges shall not be liable for non-execution of any order caused due to suspension, interruption, non-availability or malfunctioning of the online as well as off line trading services or the exchange system or services for any reasons whatsoever.



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- 38. I/We are aware and agree that as per the SEBI circular no. CIR/HO/MIRSD/DOP/CIR/P/2019/75 dated 30.06.2019 that MNM Stock Broking Pvt. Ltd. (herein after referred to as MSBPL) shall transfer the securities bought by me/us to my/our demat account within 1 working day in case of full payment made by me/us. If I/We fail to make the payment in full then, MSBPL may transfer the securities to the "client unpaid securities account (CUSA)".
- I/We further agree and confirm that, the securities kept in the CUSA shall either be transferred to my/our demat account upon fulfilment of my/our funds pay-in obligation or it shall be disposed of in the market by MSBPL within 5 trading days after the pay out without any notice to the extent of debit balance of the client and/or as per MSBPL's Risk Management policy. Any profit/loss occurred on such sale transactions of unpaid securities, will be borne by me/us and transferred to/ adjusted in my/our ledger. If all/any of such stock will remain in CUSA due to my/our default, MSBPL may charge a fine/penalty as levied on MSBPL by the exchange/depositories to me and I/We shall not object the same.
- 39. I/We have permitted you to provide contract notes and other documents in electronic form authenticated by means of a digital signature in substitute of the physical Contract note, statement of account, settlement statement for funds and securities, daily margin report and other documents etc. through e-mail. For this purpose I/We have provided Email address on the KYC form. However you may at your discretion, continue toissue contract notes in physical form instead of ECN.
- 40. I/We agree and allow you to apply appropriate haircut on securities given for margin purpose in any segment/exchange which may be as a flat rate on all securities or may be additional percentage on the rate of the exchange from time to time.

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	Client's Signature	
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