

MNM STOCK BROKING PRIVATE LTD

Success

Solution

Business Strategy Innovation Branding Solution Marketing Analysis Ideas Success Management

Online
Offline

Serial Number

Client Name

Client Code

## ACCOUNT OPENING KIT INDEX

Sr. No	Name of the Document	Brief Significance of the Document	Page No			
	PART A					
1.	Account Opening Form	<ul> <li>A. KYC form - Document captures the basic information about the constituent and aninstruction/check list</li> <li>B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list</li> </ul>	3-6			
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).	7-11			
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	18-19			
6.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	20			

	PART B				
	VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER				
1.	Running Account Authorization	Document authorizing to maintain client account on running account basis	21		
2.	Voluntary Agreement	Agreement describing clauses in addition to mandatory clauses as per Company policy	22-26		
3.	Mobile Declaration	Confirmation of Mobile number and Email Id	27		

	PART C			
	OTHER DOCUMENTS			
1.	Instructions Checklist	Instructions Checklist for filing KYC form	28-30	
2.	Formats	Authority to adjust Funds and/or securities	31-32	

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Name of stock broker/trading member/clearing member: - MNM Stock Broking Private Limited SEBI Registration No. and date:

Exchange & Segment	SEBI Registration No	Date of Registration
BSE Cash	INZ 000001933	05/01/2015

Registered office address: 304, Parshwa Avenue, Opp Mangalam Duplex, Sama Savli Road,

Vadodara, 390024, Gujarat.

**Correspondence office address:** 210, Emerald, Opp Aditya Complex, C G Road Navarangpura, Ahmedabad- 380009 Gujarat

Ph: 079-40039147

Website: <u>www.mnmshares.com</u>

 Compliance officer name:
 Mr. Nilesh Modi

 Ph.No.079-40039147 & email id: <a href="mmstockbroking@yahoo.com">mmstockbroking@yahoo.com</a>

 CEO name :
 Mr. Nilesh Modi

 Ph.No.079-40039147 & email id: <a href="mmstockbroking@yahoo.com">mmstockbroking@yahoo.com</a>

For any grievance/dispute please contact stock broker MNM Stock Broking Private Limited at the above address or email id- <u>mnmstockbroking@yahoo.com</u> and Phone no. 079-40039147. In case not satisfied with the response, please contact the concerned exchange(s) at

Exchange	Email	Phone	
BSE	is@bseindia.com	022 -22728097	

## Please follow the guidelines to avoid discrepancies in the form

- ✓ All Documents and Forms should be printed on A4 size paper
- ✓ All signatures should be as per your PAN Card (if it is not as per PAN Card, please provide any other proof for the same.)
- Kindly fill the forms as per the document proofs provided make sure you've entered your name exactly as per PAN

## SIGNATURES FOR YOUR TRADING ACCOUNT

Pages	Signatures	Pages	Signatures	Pages	Signatures
Page No 3	1	Page No 12	16	Page No 21	25
Page No 4	2,3,4,5,6,7,8	Page No 13	17	Page No 22	26
Page No 5	9	Page No 14	18	Page No 23	27
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Page No 9	13	Page No 18	22	Page No 27	31
Page No 10	14	Page No 19	23	Page No 32	
Page No 11	15	Page No 20	24		-

#### **Documents Required:**

PAN Card	1 copy, self-attested
Address Proof	1 copy, self-attested - (Driving License, Voter ID, Passport, Bank Statement, Adhar Card - any
	one)
Income Proof	1 copy, self-attested - (Latest salary slip, ITR , 6 month bank Statement - <b>any one</b> )

## **Cheque Required:**

1.	Cancelled Cheque - it should be personalized - if not please attach your Latest Bank Statement
2	Rs. 200/- in favor of "MNM" [This includes Rs. 400 as AMC for your demat account for the first year]
	If you have printed the form on your own, send a cheque of only Rs. 300.



	KNOW YOUR CLIENT (KYC) APPLICATION FORM	For Individuals
		Photograph
Ple	ease fill this form in ENGLISH and in BLOCK LETTERS.	
	IDENTITY DETAILS	Please affix your recent passport
1.	Name of the Applicant:	size photograph
	(Surname) (First Name) (Middle Name)	and sign across
2.	Father's/ Spouse Name:	it
3.	a. Gender: Male b. Marital status: Single c. Date of birth:	(dd/mm/yyyy)
	Female   Married	
4.	,	
5.	a. PAN:b. Unique Identification Number (UID)/ Aadhaar, if any:	
6.	Specify the proof of Identity submitted:	
-	ADDRESS DETAILS	
1.	Address for correspondence:	
	City/town/village:Pin Code:State:Country	
2.	Contact Details: Tel. (Off.)Tel. (Res.)Mobile No.:	
	Fax:Email id:	
3.	Specify the proof of address submitted for correspondence address:	
4.	Permanent Address (if different from above or overseas address, mandatory for Non-Resider	nt Applicant):
	City/town/village:Pin Code:State:Country	:
5.	Specify the proof of address submitted for permanent address:	
C.	OTHER DETAILS	
1.	Gross Annual Income Details (please specify): Income Range per annum:	
	Below Rs 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac >25 Lacs	
	Net-worth as on (date) () (Net worth should not	t be older than 1 year)
2.	Occupation (please tick any one and give brief details):	
	Private Sector Government Service Business	
		thers
3.	Please tick, if applicable: Politically Exposed Person (PEP) Related to a Politically Expose	ed Person (PEP)
4.	Any other information:	
	CLARATION	
unc	ereby declare that the details furnished above are true and correct to the best of my knowl dertake to inform you of any changes therein, immediately. In case any of the above information rue or misleading or misrepresenting, I am aware that I may be held liable for it.	-
	Signature of Client Date :	(dd/mm/yyyy)
		(dd/mm/yyyy)
	FOR OFFICE USE ONLY	
	Originals verified) True copies of documents received (Self-Attested) Self Certified Document copies received	
(	)	
Sio	nature of the Authorized Signatory	
-	e:(dd/mm/yyyy) Seal/Stamp of MNM Stock Brokin	g Private Limited.
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## TRADING ACCOUNT RELATED DETAILS

## A. BANK ACCOUNT(S) DETAILS

Bank Name	Bank Address	Account Type: Savings / Current Other in case of NRI/ NRE/ NRO	MICR No	IFSC Code

## B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participants Name	Depository Name NSDL / CDSL	Beneficiary Name	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			
BSE		Currency Derivativ	/e
Cash	(X) [2]	MCX – CDS	
FO	X(4)	NSE CDS	(X) [5]
NSE Cash	6		
FO	7		

# 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:

<b>(X</b> [8]	

Ε.	DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS
•	If client is dealing through the sub-broker, provide the following details:
	Sub-broker's Name:
	SEBI Registration number:
	Registered office address:
	Ph:Fax:Website:
•	Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub- brokers, provide details of all)
	Name of stock broker
	Name of Sub-Broker, if any:     Client Code:   Exchange:
	Details of disputes/dues pending from/to such stock broker/sub- broker:
F	ADDITIONAL DETAILS
••	Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please Specify): Physical ECN
	Specify your Email id, if applicable:
	Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):    YesNo
	Number of years of Investment/Trading Experience:
	<ul> <li>In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others (Please</li> </ul>
	attach separate sheet)
_	Any Other Information:
G.	INTRODUCER DETAILS
	Name of the Introducer:
	(Surname) (Name) (Middle Name)
	Status of the Introducer: Sub-broker Remisier Authorized Person
	Existing Client Others Oplease specify
	Address of Introducer:
	Phone no. of the Introducer:
	Signature of the Introducer:
Н.	
	I/We wish to nominate
	Name of the Nominee:Relationship
	PAN of Nominee:Date of Birth of Nominee:
	Address and phone no. of the Nominee:
	If Nominee is a minor, details of guardian:
	Name of guardian:
	Address and phone no. of Guardian:
	Signature of guardian
	WITNESSES (Only applicable in case the account holder has made nomination)
	Name Name
	Signature Signature
	Address Address
	95

#### DECLARATION

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

Place —————

Date ------

Signature of Client / Authorized Signatory

[10]

#### FOR OFFICE USE ONLY

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

	Documents verified with Original	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 nonmandatory 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.

#### For MNM Stock Broking Private Limited.

Signature of the Authorized Signatory

Date\_\_\_\_\_

## 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.

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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) sue 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.

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26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

## **TERMINATION OF RELATIONSHIP**

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

#### ADDITIONAL RIGHTS AND OBLIGATIONS

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



## **ELECTRONIC CONTRACT NOTES (ECN)**

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

## LAW AND JURISDICTION

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

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#### 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.)

- 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.

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#### **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.

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## **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.

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- **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:

- 1. 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.

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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.

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## 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.bseindia.com, www.nseindia.com, www.mcx-sx.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 favor 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 favor 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.

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- 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's) 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

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

- 17. 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.
- 18. 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.
- 19. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressed division/compliance officer exclusively for the purpose of registering complaints.

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## POLICIES & PROCEDURES

#### Mandatory Document:

This is a mandatory /compulsory document from Broker (and not from SEBI / Exchange) and requires your utmost care, attention and understanding. This is an additional requirement from Broker which if contravenes any rules, regulations, articles, byelaws, circulars, directives and guidelines of SEBI and Exchanges shall be null and void.

#### Dealing in Penny Stocks:

Generally, the Broker warns clients to transact into any penny stocks as trading in such scripts is very risky. Further, the client is also required to adhere to exchange/members' guidelines and due diligence while trading in such scripts. As such, we the broker, do hereby warn the client not to deal in any penny stocks. However, we at our sole discretion, may allow or disallow the clients (on case to case basis) to deal in penny stocks, subject to rules, regulations, articles, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances and RMS policy, at related point of time.

#### **Clients Exposure Limit:**

The client's combined limit for Capital and Derivatives market, is fixed as per the Ledger balance in line with respective client's trade history/experience, if available, his financial capacity and/or credit worthiness and referrals. Further, Client's Ledger Credit balance, Securities hold in Beneficiary Account, POA stock as well as margin amount etc. is also being considered. The limit can be increased / decreased based on credit balance of funds / securities along with other criteria at Broker's sole discretion.

#### Brokerage Rate :

We the Broker shall charge a brokerage at the rate being agreed by you with us (including our branches or sub-brokers) depending upon market circumstances or as may be prescribed in KYC document / Back office Software. However, we shall adhere to the maximum permissible limit (presently not to exceed 2.5 %) as may be prescribed by SEBI / Exchanges from time to time. On option segment of Exchange, the same is fixed at Rs. 100/- per lot.

#### Penalty/Delayed payment Charges by either party :

I am / we are aware and agree that pay-in of Securities or Funds are required to be delivered / made to you on T+2 day. In case of any default or if any amount is overdue from me /us over such period as may be allowed by you, either party may charge penalty / delayed payment charges @ 1.50 % p.m. (or such other rate as may be decided by Broker from time to time in its sole discretion). However, I am / we are aware and specifically agree that this is just an additional / ad-hoc facility and shall not be construed / resulted into permanent practice leading to funding by broker in contravention of applicable laws.

#### Sell of Securities or Closing Open Position:

I/We also agree and confirm that in case of any delay (beyond permissible time limit as per SEBI's or Exchange's rules, regulations, byelaws, circulars and other applicable laws/ provisions) or in-ordinate delay in making the payment or clearance of or meeting up of my/our obligations, dues, debit balances, margin, MToM debit balance etc. open positions might be squared-off, credit balances of securities or securities lying with you might be sold off, credit balance of funds might be adjusted against my/our obligation, debit balances or liabilities WITHOUT ANY NOTICE from your side or as per your RMS policy from time to time.

#### Shortages in Obligation and Internal Auction:

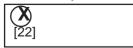
Clients are required to make Securities / Funds pay in on T+2 day. In case of default in security pay in by the client and the shortage is at member level i.e. internal shortage then the benefit calculated at the next day's closing rate after pay-out day or such other percentage being generally applied 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 shall be recovered from the defaulting client and passed on to the respective beneficiary client.

In case of the default of securities pay-in by the client and the shortage is from the Exchange, auction value of the respective exchange plus penalty @ 2% (decided by the member from time to time) plus brokerage and other statutory charges shall be recovered from the defaulting client. In the case of funds default by the client, the member shall be liquidating the stocks to recover the money. Any shortfall arising out of liquidating securities by the members shall also be recovered from the defaulting client along with interest

(Decided by the member from time to time).

#### Restrictions/Prohibition to take further position or closing existing position:

Under any of the circumstances, such as, in case the client fails to meet his/her/its pay-in or margin obligations or clear the outstanding/debit balance with broker before permissible time limit or beyond such period as may be allowed by broker as per its RMS policy, the Client may not be permitted to take any fresh or further position



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until the clearance of earlier dues, obligation, outstanding etc. Even, broker can firstly set-off or adjust the payment or securities towards various dues and obligation of the client and until the full clearance of the same, shall not allow taking further position.

Further, it would be the duty of the client to monitor his/her/its position with the Broker from time to time. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, broker might close the existing position or open position without any further intimation to the client as per RMS policy.

Such Circumstances may include (but not limited to):

- (1) failure to meet pay-in obligation on T+2 day,
- (2) Delay in meeting the pay-in or margin requirement,
- (3) Delay or failure in clearance of outstanding or dues to the broker,
- (4) returning or frequent returning of cheques of the client,
- (5) Unnecessary / Unwarranted dispute from client without any substantial cause / reason,
- (6) Client's attitude of not coming to an amicable settlement for any dispute that can be settled without involvement of Exchange and /or SEBI,
- (7) As per prevalent RMS policy of the Broker,
- (8) Any direction from SEBI/Exchange or such other authorities,
- (9) Under such other circumstances as the Broker might think just and proper on case to case basis. Notwithstanding such as an agreement / arrangement, the Stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealings by the Client without any prior notice to the Client and/or sub-broker interlaid, 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;

#### Suspension / Deregistering of Client Account:

The Broker and/or client may suspend Client's account from further dealing in the securities market through the broker in following circumstances:

- (1) as per Client's written request, it must be submitted to Broker at its Ahmedabad H.O. duly acknowledged by Broker (subject to clearance of entire outstanding/obligations),
- (2) Dormant or in-active status of client account beyond specified time limit as may be prescribed by Broker, Under any circumstances mentioned in (i) to (ix) above.
- (3) As per Broker's RMS policy, the account in which no transactions has took place during the period of 12 Months from the latest date of last transaction, the same shall be considered as Dormant or Inactive account.

#### Such transaction date may relate to any of the following date, whichever is later:

- (1) Entry related to contract or bill generation for buy/sell transaction
- (2) Entry related to payment of funds or securities by client
- (3) Entry passed by the broker by way of JV due to any dues / obligation recoverable from Client.

#### Policy for Dormant / In-active account:

In case Broker treats the account of client as a dormant / in-active account, the funds or securities lying with the broker shall be refunded / returned to clients immediately on demand by the client.

In order to reactive the account, client needs to instruct the Broker in writing at least 2 days in advance at its Ahmedabad H.O. The Broker will try to promptly reactivate the said Account. Such written request may also by sent by e-mail to Compliance Department on <u>mnmstockbroking@yahoo.com</u> from client's own e-mail account registered with Broker. However, Broker may, in its own discretion, waive / reduce the period of 2 days as the circumstances may warrant on case to case basis.

#### I/WE HAVE THOROUGHLY READ AND UNDERSTOOD THE CONTENTS OF THE AFORESAID MANDATORY DOCUMENT AND THEREAFTER PUT MY SIGNATURE HEREIN BELOW.

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# BROKERAGE (Tariff Sheet)

		1 <sup>st</sup> Leg		nd Leg
	Percentage (%)	Minimum (Ps)	Percentage (%)	Minimum (Ps)
	Equity -	- Cash & Derivat	ives	
Trading				
Delivery				
Futures				
Option				
Currency Derivatives				
Intraday				
Settlement				
Option				

The above rates are exclusive of transaction charge, stamp duty, security transaction tax and service tax which will be charged at the rate prevailing from time to time.

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Sub broker / AP Signature

Signature of Authorized Signatory
Seal/Stamp of MNM Stock Broking Private
Limited.

## Voluntary Declaration-cum-Confirmation for Running Account Authorization To MNM Stock Broking Private Limited. [BSE]

#### Date:

I /We have been/shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options Segments of various Exchanges. As my/our broker i.e. agent I/we direct and authorize you to carry out trading/ dealings on my/our behalf as per instructions given below.

I am/We are aware that you and I/we have the option to deliver securities/make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations / circulars, issued by exchange/ regulatory authorities.

However, I/we find it difficult to carry out repeated pay-in of funds and securities. Further, I/we also desire to use my/our securities and monies as margin/collateral without which we cannot deal/trade.

Therefore I/we hereby direct and authorize you to maintain running account(s) for me/us and from time to time debit these securities and funds from running accounts and make pay-in of securities and funds to exchanges/ clearing corporations/ other receiving party(ies) to settle my/our trades / dealings. Similarly, where I/we have to receive securities/ funds in settlement of trades/ dealings please keep the securities and monies with you and make credit entries for the same in running accounts of securities and fund maintained by you.

Further, subject to your discretion and valuation please treat my/our securities and funds lying to my/our credit in running accounts as margin/ collateral for my/our dealings/trading.

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. While settling the account please send 'statement of accounts' containing an extract from ledger for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funds/ securities and the details of the pledge, if any. I agree that if I/we fail to bring any dispute arising from the statement of accounts or settlement so made to your notice within 7 working days from the date of receipt of funds/ securities or statement, as the case may be in writing by delivery at your registered office then in that event the statement of accounts or settlement so made shall attain finality and I/we shall have no right to dispute any/either of these ever.

Please do not carry out above stated settlement of running account in the event I /we avail margin trading facility. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/ margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please further note that while I am entitled to revoke this authorization at any time, however, such termination shall be subject to physical delivery of revocation letter at your registered office. Further, the said revocation shall be effective subject to clearance of all dues and obligations outstanding on behalf of client to allow you to make necessary changes to handle my account without running account authorization.

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of securities/ monies under this agreement.

My/Our preference for actual settlement of funds and securities is at least:

Once in a Calendar Quarter

Once in a Calendar Month

Thanking you,

Yours Faithfully,

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[25]		

Name :	
Client Code :	

## **Voluntary Document**

## CLIENT IS REQUESTED TO REFER THE FOLLOWING NOTE BEFORE SIGNING

**NOTE:** The Client is required to note that the below mentioned clauses are not mandatory as per the Exchange and/or SEBI requirements. However, the same are the requirements of / from the MNM Stock Broking Private Limited. (Hereinafter referred to as MNM SBPL / Broker / Stock Broker / Member). However, I am / we are (herein after referred to as the client) aware that I/we may revoke any or all the clause of this voluntary document upfront before signing or later on by communicating in writing by giving at least 15 days prior notice to Broker and in such case MNM SBPL reserves their right to take such decision as may be required in this regard. Further, this document will operate as my / our express authority in favor of MNM SBPL and such other exchange or entities (if any) and as such i/we represent that these instructions shall equally applicable as the instructions to the Group /Associated Companies / Sister Concerns of MNM SBPL / the Stock Broker.

To,

The Director,

MNM Stock Broking Private Limited.

Ahmedabad.

- I / We hereby declare that I am / We are regular investor in the stock markets in India and that I am/we are a trader / hedger in the Stocks / currency markets in India as such I am / We are conversant with the laws, practices, rules, regulations, guidelines, circulars, notifications etc. prescribed by Securities & Exchange Board of India (SEBI), All segment of National Stock Exchange of India Ltd. (NSE) and All segment of Bombay Stock Exchange Ltd. (BSE) and MCX Stock Exchange (MCX-SX).
- 2. I/We understand and agree that you can debit my accounts either for account opening charges / agreement charges / IBT software usage charges / adjustment of DP charges and/ or other charges for any additional services provided by you as per my / our oral request including but not limited to providing photocopies of KYC Forms and other annexures /documents of any of the aforesaid entities depending upon opening of my / our relevant account(s).
- 3. I / We further declare that I am / We are aware of the illegal practices that are prevalent in the Stock Market and I/We assure you that I/We will not indulge into the same.
- 4. I / We further declare that I / We will not carry out any unfair trade practices such as Synchronized Deals, Structured Deals, Circular Trading, Insider Trading in the Capital & Derivatives Market, and currency derivatives segment.
- 5. 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 reflect as an arrangement for profit or loss transactions or cross deals. Further, all the orders placed on the Exchange through you, will be in the normal market at normal / prevailing market prices and not at unrealistic prices where there is corresponding underlying securities positions in the cash or futures segment of the Exchange. In case, any of my transactions being declared as violate to any rules / regulations / byelaws / circulars / directions / guidelines etc. of the Exchange / SEBI / SCRA, I will be solely responsible for all penalties / charges / damages etc. levied from you by the Exchange and accordingly do hereby undertake to reimburse / pay the same to you.
- 7. I / We further declare that as on the date of registration as your client, I / We am eligible to transact in the Stock / currency market as per applicable rules, regulations, byelaws, circulars, guidelines, etc concerned



regulatory Authorities and have not been banned / restrained to transact in the securities market by any Exchange or statutory authorities and whatever permissions / prior permissions, as may be required from Government authority(ies) have been obtained by me / us. In case of any further action taken by the said relevant authorities, I We shall intimate the same to you.

- 8. I / We declare and confirm upfront that the Securities / contracts delivered, if any, towards margin / collaterals / pay-in obligation etc. shall absolutely be free from any lien / encumbrances of whatsoever nature.
- 9. As regard the placement of orders, although you had insisted on written instruction for placing orders, considering the practical difficulties faced by me in complying the same, I would request you to accept orders placed by any other means other than written. Further note that, I do not require any order/trade placement or confirmation or cancellation slips so request you not to send the same to me in connection to any of above, I therefore confirm and acknowledge that any telephonic instruction given by me either on recording lines or else will serve the dual purpose in lieu of written instruction.
- 10. 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, within the parameters and rules and regulations of the Exchange.
- 11. You being a Member disclosed that you are doing proprietary trading along with client Business and as such I/We have noted the same.

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- 12. I / We specifically consented not to indulge into any off-market transactions leading to dubba-trading.
- 13. 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 terms and agreement 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 or times.
- 14. 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 such shortfall in margin, shall instantaneously make up 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 in your sole discretion.
- 15. I / We, as a client, hereby agrees and indemnifies, and shall always keep you indemnified against all such action and / or claims, costs, charges damages, losses and expenses which may be incurred, suffered and / or sustained by you with respect to any third party cheque(s) and / or delivery of shares, which may be given by me as your client to be credited in my / our account as your client.
- 16. I / We, as your client do hereby agrees with respect to Compliance 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 hereby agree to keep you (Stock Broker) informed of any change in the information earlier provided in/ through Know Your Client Form or otherwise in this regard immediately in writing.
- 17. All fines / penalties and charges, exemplary damages etc. levied upon you due to my acts/deeds or transactions including illegal acts or unfair trade practices etc. as may be levied by the Exchange(s) and suffered by the Member, shall be passed on to me and recovered by you from my account either by way of debiting the same or otherwise.
- 18. For delayed payments / Overdue payments, I am / We are aware and agree that you may charge delayed payment charges @ 20% p.a. or at such other rate as you determine at your absolute discretion.
- 19. I/We, further specifically agrees that without prejudice to the Member's other rights including the right to refer a matter to arbitration, the member shall be entitled to liquidate / close out all or any of my / our position with oral intimation to either my sub-broker or to me / us, of margins, other amounts due from me / us to you as a member, an exchange, a clearing house, any agent or sub-broker of the- member and/or other individual, partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the member, or any other outstanding debts etc. Any and all losses, financial charges and / or incidental expenses incurred by the member on account of such liquidation / closing out shall (at the discretion of the member) be reimbursed by me / us and/or sub-broker / charged to and borne by me and/or sub-broker / deductible by the member from the monies and / or collateral margin of mine, brokerage of the sub broker available with the member.
- 20. Sharing of Information: I / We agrees to immediately furnish information to the member in oral / writing or the member somite (on its own) in receipt of such information in the event that is likely to have an adverse effect of my /our financial position. Upon receipt of such information, the member shall be entitled to take such action (in its absolute discretion) as it may consider necessary in order to protect its own interest, including without limitation, liquidation / closing out all / any outstanding positions of mine / ours under oral intimation to me / us or my /our sub-broker. Any and all losses, financial charges and /or incidental Expenses incurred by the member on account of such liquidation / closing out shall (at the discretion of the member) be reimbursed by me / us or my/our sub-broker. I / We also authorizes **MNM SBPL** to share our information, in its absolute discretion, to its various group entities / associate or sister concerns, if any and this consent would tantamount to my / our express authority in this regard.



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- 21. **Investment Advice:** The Client acknowledges 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 of a security or investment. The Client also acknowledges that the Member's Employees are not authorized to give any such advice and that the Client will not solicit or 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 agrees 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 wherever applicable and the rules, regulations, directions, circulars, notifications, guidelines etc. issued under or pursuant to the relevant laws from time to time.
- 22. Further any investment views given by the member are market views only. Reacting on the same will not render member liable for the same. All risk will be of client only. Members do not intend to manage the portfolio of client.

## 23. RESTRICTIONS ON REGULATION 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) may transact during any trading day on BSE. Notwithstanding such as an agreement / arrangement. the stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealings by the Client without any prior notice to the Client and/or sub/broker interlaid, 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 prpice sensitive factors;
- (v) failure by the Client to maintain the applicable collateral / margin; and / or
- (vi) delays by the Client in meeting his/her/its obligation / dues relating to the business / dealings done under this Agreement our pursuant to any other agreement / arrangement between the Client and the Stock Broker.
- 24. In case of fund pay in shortage from client, clients acknowledge that member has to make necessary pay in the exchange within time. In that case client authorizes member to pledge the securities to bank / financial institution for temporary borrowing of funds.

I / we provide this authorization in general and not required to be taken at each transaction execution time.

## 25. **REPRESENTATIONS AND WARRANTIES**

- (1) I / We agree that I / We have the required legal capacity and I am / We are authorized to enter into agreement / Rights and obligation documents and am capable of performing my obligations and undertakings pursuant to KYC Form submission and allotment of Client Code by the Stock Broker/`MNM SBPL. Also I / We hereby warrants that the terms of the presents are not in contravention of any rights of any party with whom I / We have any arrangements, at any time during and prior to the execution of this Agreement with Stock Broker/MNM SBPL.
- (2) All actions required to be taken to ensure compliance of all the transactions, which I/We as your client, may enter into pursuant to this Agreement with all applicable laws, shall be completed by me/us prior to such transaction being entered into.

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- (3) Any instructions given by my Authorized representative to you the Stock Broker or to Stock Broker's representative, shall be binding on me.
- (4) I / We specifically agree and confirm that though the Rights and obligation documents / terms and other agreement has been divided into sections governing transactions in various segments/services the agreement shall be binding on the parties in its entirety. Entering into this agreement governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the Stock Broker/MNM SBPL.
- (5) I / We agree to provide and continue to provide all details about me / us as may be required by the Stock Broker / MNM SBPL including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the Stock Broker / MNM SBPL are true.
- (6) I / We represents and warrants to the Stock Broker / MNM SBPL that all the information provided and statements made in the clients account application are true and correct and are not misleading (whether by reason of omission to state a material factor otherwise) and I am / We are aware that the Stock Broker / MNM SBPL has agreed to provide the Stock Broker's / MNM SBPL's service tome / us as a client on the basis interlaid, of the statements made in client's account application.

I/We hereby give this declaration to you without any coercion, with sound mind and voluntarily to you which shall be part of my Client Registration Form and Member Client Agreement executed on the dates mentioned therein I / We hereby confirm and declare that the details / information and documents/ proofs submitted / provided towards KYC Documents or otherwise are full, accurate as well as true and correct to the best of my/ our knowledge and belief and nothing has been concealed therein. 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 am / we are understand and 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 account is opened with you and will be valid and operational until revoked by me /us by giving notice in writing to your compliance officer only. Any entries / transactions and acts, deeds, things etc. carried out by broker in accordance with this authorization shall be binding on me / us.

I / We, hereby accept and agrees to the above mentioned terms and conditions and request you to kindly open my account with MNM SBPL. In case of any breach of any terms as mentioned hereinabove, I/We, will be liable to indemnify you for all losses on accounts of the same.

Yours faithfully,

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#### Date

**To MNM Stock Broking Private Limited** 210, Emerald, Opp, Aditya Complex, C G Road, Navrangpura, Ahmedabad – 380009,

Dear Sir,

## Sub: Confirmation of Mobile number and Email Id.

I / We hereby declare that I / We are using

Mobile no : \_\_\_\_\_

Held in the name of : \_\_\_\_\_\_ Email id :

I/ We hereby consent to receive information on the above mentioned mobile number and / or email id; and that any information received on the mobile number and email id mentioned above is / are accessible to me on regular basis and I / We state that the Company shall not be liable in any of the following situations:

- if any information is not checked by me / us;
- in case of disconnection of the services of the mobile service provider;
- in case of discontinuance of usage of email by me/ us;
- in case the mobile number id registered under Do not Call Registry or register the same in future and the same is not disclosed by you;
- In case the mails sent are received under the junk or spam folder;
- in case of use / misuse of the mobile number or email id by any other person.

I / We also agree that the Company shall not be held responsible in any case for providing information on the above mentioned mobile number and email id.

I / We also undertake that my / our number at present is not registered under Do not Call Registry and for such transactional / servicing calls and / or SMSs / emails made by or on behalf of MNM Stock Broking Private Limited, I / We shall not lodge a complaint for violation of TRAI guidelines or any other guidelines on unsolicited phone calls and SMSs and also not lodge a complaint under Information Technology Act, 2000 or any other guidelines for the sending of emails. In case in future, I / We register for 'Do not Call', I / We shall make you aware well in advance by written intimation of 7 days to revoke this undertaking till my account remains active with you.

I/We also undertake to intimate any change in the mobile number or email id in writing to the Company; till then, the said information stands to be valid. I/We declare that to the best of my/our knowledge and belief the information furnished herein above is true and complete.

Thanking you,

Yours faithfully,

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Signature of Client / Authorized Signatory

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

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## 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. 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 up to 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.

## D. 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.

G)

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

# Type of Entity & its Documentary requirements Corporate

- Copy of the balance sheets for the last 2 financial years (to be submitted every year).
- 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).
- Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
- Photograph, POI, POA, PAN of individual promoters holding control either directly or indirectly. Copies of the Memorandum and Articles of Association and certificate of incorporation. Copy of the Board Resolution for investment in securities market. Authorized signatories list with specimen signatures.

## Partnership

- **Copy** of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered partnership firms only). Copy of partnership deed.
- Authorized signatories list with specimen signatures.
- · Photograph, POI, POA, PAN of Partners

## Trust

- **Copy** of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered trust only).
- Copy of Trust deed.
- List of trustees certified by managing trustees/CA.
- Photograph, POI, POA, PAN of Trustees.

## HUF

- PAN of HUF.
- Deed of declaration of HUF/ List of coparceners.
- Bank pass-book/bank statement in the name of HUF.
- · Photograph, POI, POA, PAN of Karta

## Unincorporated association or a body of individuals

- Proof of Existence/Constitution document.
- Resolution of the managing body & Power of Attorney granted to transact business on its behalf.

• Authorized signatories list with specimen signatures.

## Banks / Institutional Investors

- Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.
- · Authorized signatories list with specimen signatures

#### **Foreign Financial Investors**

- Copy of SEBI registration certificate.
- Authorized signatories list with specimen signatures.

## Army / Government Bodies

- Self-certification on letterhead.
- Authorized signatories list with specimen signatures.

## **Registered Society**

- **Copy** of Registration Certificate under Societies Registration Act. List of Managing Committee members.
- **Committee** resolution for persons authorized to act as authorized signatories with specimen signatures.
- True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

## **INSTRUCTIONS / CHECK LIST**

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

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

\*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 inperson' 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

	Authority to adjust Funds and/or securities	
From:		
Client Name : _		
Address :		
_		
То		
MNM Stock Broking Private 210, Emerald, Opp, Aditya Co		

C G Road, Navrangpura, Ahmedabad – 380009,

Dear Sir (s),

#### Sub: Authority to adjust Funds and/or securities

I / We the below mentioned family members / associates are / have been regularly trading and investing with you on the Stock Exchanges / Commodity Exchanges. For the purpose of operational convenience with you, we agree to be treated as family account. In order to facilitate operations we hereby authorize you to set off the outstanding in any of the below accounts against credits available or arising in any of the below account irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any Exchange and/or against the value of cash margin or collateral shares provided to you by any member(s) of the family. We agree to intimate you from time to time of any additions or deletions of CLIENTS to the said family. We agree that any deletion shall take effect only on completion of settlement and adjustment of balances in all accounts of the client belonging to the family. In order to facilitate operations, we authorize you to maintain a running account instead of settlement to settlement clearance of dues or delivery of securities to us. We have affixed our signatures consenting to the above mentioned terms of adjustments. In case the of the said authorization you can adjust the balances and credit available in my/our account with my/our relative account, in such cases the you are entitled to adjust the available balance in my / our with that of my/our relatives where an authority has been given by the me/us and my/our relative and such adjustment shall be binding on the me/us.. Further, I/we, agrees that not passing of Journal entries by the you shall not amount to denying such authorization by me /us. I / We further authorize you to set off outstanding in any of segment of the various Exchanges against outstanding in other segments / Exchanges within the company or inter-company.

Sr. No.	Name	Signature

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#### Family / Relative definition

Should there be any addition in the list of the persons identified above, I/we hereby declare and undertake to intimate the same you in writing.

In addition to the rights conferred on you under the aforesaid Agreement, hereby authorize you to utilize any and all of my credit balances with you towards the following:

- 1. To appropriate any of my debit balances in the books of any of your Associates and vice versa.
- 2. To appropriate any of the debit balances (either in your books or in the books of any of your Associates) of the persons identified by me as above and such other additional persons that may be identified by me in future.
- 3. I/ We request and hereby authorizes the Stock Broker to consider my account with you the Stock Broker and/or its group/associated companies/ sister concerns on a consolidated basis for the purpose of determining collection/ payment of dues with respect to funds and securities due to/ due from Stock Broker and/or its group/associated companies/ sister concerns. As such I / We represent that this will facilitate me in day-to-day operations in movement of funds and securities.

Further, in case of settlement of such running accounts, the same should be done by actual settlement of funds in respective accounts at the amount outstanding on the date of settlement.

Kindly effect the said authorization at your end at the earliest.

:

Thanking you,

Yours faithfully,

Signature



Name of the Client

## MNM STOCK BROKING PRIVATE LTD

Corporate office: 210, Emerald Opp Aditya Complex CG Road, Navrangpura Ahmedabad - 380009, Gujarat

304, Parshwa Avenue Opp. Mangalam Duplex Sama Savali Road Vadodara - 390024, Gujarat

Phone: 079 40039147