Form Series No.	
Client Series No.	

# JBS SECURITIES PVT.LTD.

# -: Member :National Stock Exchange of India Ltd. (NSE) United Stock Exchange Of India Ltd.(USE)

#### **SEBI Registration Numbers**

NSE INB230784036 (Cash) NSE INF230784036 (F&O)
NSE INE230784036 (Currency Derivative)USE INE270784031 (Currency Derivative)

# **CLIENT REGISTRATION FORM**

-: Regd. Office:-

707 7<sup>th</sup> Floor Sakar-1 Nr. Gandhigram Rly Stn Ashram Road Ahmedabad 380009. Ph. :(079) 30024500 – 05, 40069782, Fax : 079-30024505

E-mail :jbs@jbsindia.in Website: www.jbsindia.in

Client Code :		-
Client Name :		_
Branch Code and Name	<b>:</b>	
Introducer Name	:	

#### CHECKLIST FOR OPENING TRADING ACCOUNT

#### For Individual (Major)

#### Proof of Photo Identity Photocopy Required of (Any One)

(1)PAN Card with photo(2) Passport (along with validity detail like date of expiry)(3) Driving License (along with validity detail like date of expiry) (4) Election/Voter ID Card (5) UID-AADHAAR (6) 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.

#### Proof of Correspondence and Residence Address, Photocopy of ANYONE (with entire address and name disclosed as in the account opening form)

(1)Passport/ Voters Identity Card (along with validity details like date of expiry) (2) Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy. (3) Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old. 3. Bank Account Statement/Passbook - Not more than 3 months old.(4) Registered Lease or Sale Agreement of Residence (5) Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary public/elected representatives to the Legislative Assembly /Parliament /Documents issued by any Govt. or Statutory Authority. (6) Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.

For Proof of Bank Detail

(1)Canceled Cheque with printed name (If Name is not printed on cheque then Bank Passbook/Bank Statement must be required)

For Proof Demat Detail (Any One)

(1) Client Master (2) Demat Holding /Transactions Statement (Maximum 2 months older)

#### For Individual (Minor)

- (1) All document as required for 'Individual (Major)
- (2)Photocopy of Birth certificate of the Minor/School Leaving Certificate /Mark sheet issued by Higher Secondary Board/ Passport must be provided
- (3) Letter from Guardian
- 4iOne joint photograph of Minor/Guardian and each of the applicants with their signature across the photograph. Guardian to sign on behalf of Minor (on the minor's photograph)

## For Proprietorship Firm

- (1)All document as required for 'Individual (Maior)
- (2) Photocopy of PAN Card (of Proprietor)
- (3) A declaration of the letterhead of the firm
- (4) Letter from the bank stating that bank account maintained is proprietary and the proprietor is the authorized signatory (Including its firm's address Bank account number, etc.)
- (5) Proprietorship firm stamp required to be affixed wherever the proprietor signs on the agreement/KYC

#### For Partnership firm

- (1) Certified true copy of the partnership deed.(2) Certificate of registration of partnership firm (in case of registered partnership firm)
- (3)Photocopy of PAN Card of the Partnership firm and all partners
- (4) Balance sheet of Last 2 Financial years (to be submitted every year)
- Copy of the latest income tax return filled of the firm.
- (6) Authority letter by all the partners in favour of the managing partner/authorized person.
- Photocopy of proof of address of partnership firm and all the partners.
- (8) Bank Proof with Account No. Branch Name & Partnership Firm Name clearly mentioned on the proof submitted. [Valid bank proofs are latest transaction statement (Maximum three months older) issue by the bank or copy of bank pass book or bankers verification]
- (9) Affix firm's rubber stamp on appropriate places.
- (10) Photocopy of cheque leaf/cancelled cheque of bank account number mentioned on the form to verify the bank
- (11) Sole proprietor must make the application in his individual name & capacity.

(12) For Proof Demat Detail (Any One) (a) Client Master (b) Demat Holding /Transactions Statement (Maximum 2 months older)

#### **FOR HUF**

(1) Photocopy of PAN Card of the HUF and KARTA

(2) Proof of Identity & Address of Karta along with address proof of HUF

(3) Declaration Form duly signed by Karta and by all by the co-parceners along with the relation and date of birth.

(4) Affix HUF rubber stamp on appropriate places.

(5) Proof of bank detail (Cancel cheque and Pass Book/Statement)

(6) For Proof Demat Detail (Any One) (a) Client Master (b) Demat Holding /Transactions Statement (Maximum 2 months older)

#### **For Bodies Corporate**

(1) Photocopy of Pan Card and address proof of the company

(2) Certified true copy of the Annual Reports (Containing Balance Sheet and Profit & Loss Account) for the latest 2 years, copy of net worth certificate (duly C.A. certified) as on date of latest financial year of the company (and every years, updated/latest copies of the same would have to be submitted)

(3) Copy of Memorandum (along with certificate of incorporation) & Articles of Association of the company

- (4) List of Directors on the letterhead of the company signed by authorised official. (Including Name, Residence Address & PAN Number of all directors)
- (5) Latest shareholding pattern (including list of person/entity holding more than 5% in the capital of the company), duly certified by the company (and every year, updated/latest copies of the same would have to be submitted)

(6) Bank Verification letter for signatures of the directors of the company on bank's letterhead.

- (7) Certified true copy of resolution passed by the board of directors for (1) Investment in Security Market (2) Naming the authorized person(s) to sign various Agreement/documents.
- (8) Photocopy of proof of Identity and address of the authorised person(s)/official(s) along with photocopy of his/their PÁN Card and passport size photograph.

(9) For Proof Demat Detail (Any One) (1) Client Master (2) Demat Holding Statement (Maximum 2 months older)

(10) Photograph, Proof of Identity, Proof of Address, PAN Card, Din No. of (a) Whole Time Director/Two Directors incharge of day to day operation (b) Dominant Promoter

- (11) For Proof Demat Detail (Any One) (a) Client Master (b) Demat Holding /Transactions Statement (Maximum 2
- (12) Photograph, POI, POA, PAN of individual promoters holding control either directly or indirectly

# Company stamp required to be affixed wherever the director signs on the agreement/KYC.

# cancelled copy of cheque leaf duly signed

# Form 32 required in case of the directors name is not present in the MOA.

#### For Trust

(1) Certified True copy of the Trust Deed

Certificate of registration (for Registered Trust only)

(3) Details of all the trustees (including Address Proof, Identity Proof and PAN Card) all supporting documents for Trustees are as per individual requirement.

(4) List of trusties certified by managing trustees/CA

PAN Card of the Trust

(6) Bank proof with Account No., Branch Name, and Name of the Trust clearly mentioned on the proof submitted Valid Bank proofs are latest transaction statement Issued by the bank or copy of Bank passbook or Banker's verification.

(7) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.

(8) Balance sheet of Last 2 years (To be submitted every year) (9) For Proof Demat Detail (Any One) (a) Client Master (b) Demat Holding /Transactions Statement (Maximum 2 months older)

#### For NRI

(1) Identity proof of the Client (PAN Card mandatory)

Only valid Passport shall be accepted as proof of Identity and proof of address

Indian and Foreign address of client along with proof.

(4) Bank proof (Repatriable bank a/c for NRE or Non Repatriable bank a/c for NRO)

5) DP Proof submitted should be only of NRI status

(6) PIS letter from Authorised dealer (Bank) with RBI Approval

(7)For Proof Demat Detail (Any One) (a) Client Master (b) Demat Holding /Transactions Statement (Maximum 2 months

# (All proofs must be certified by Notary/Indian Embassy of overseas country)

# For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and is mandatory.

#### General requirements for all applicants

- (1) The completed Registration from (including Account Opening/Client Registration forms, documents etc.) should be handed over/sent across to us for account opening process.
- (2)Please affix (do not staple) photograph (with signature across) on the space provide separate photograph for each holder/parent/ Guardian/key management personnel/authorised person as per the requirement.
- (3) 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.
- (4) If any proof of identity or address is in a foreign language, then translation into English is required.
- (5) Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- (6) If correspondence & permanent address are different, then proofs for both have to be submitted.
- (7) Sole proprietor must make the application in his individual name & capacity.
- (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) 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.

### 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.

# **ACCOUNT OPENING KIT**

## **INDEX**

Sr.	Name of the document	Brief Significance of Documents	Page No.	
No				
	MANDATORY 1	DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES		
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent.	1 to 3	
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	4 to	
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).		
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market		
4.	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.		
5.	Policies And Procedures	Document describing significant policies and procedures of the stock broker		
6.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock Exchange.		
	VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER			
7.	Requests /Instructions	Voluntary Documents for operational convenience of account which can be revoked at any point of time		

I/We have fully read and understood about the contents of KYC Form including Voluntary documents and do consentfor the same.

Date:	Client's Signature X

#### JBS Securities Pvt. Ltd.

#### Registered / Correspondence Office: -707 7<sup>th</sup> Floor Sakar-1 Nr. Gandhigram Rly Stn Ashram Road Ahmedabad 380009.

Ph.: (079) 30024500 - 05,40069782,9328006339

Fax: 079-30024505 E-mail: -jbs@jbsindia.in

Website: www.jbsindia.in

Trading Member Details: - National Stock Exchange of India Ltd. (NSE) SEBI Reg. No. CASH: INB230784036,

F&O: INF230784036, Currency Derivatives: INE230784036 United Stock Exchange Ltd.: Currency Derivative: INE270784031

#### **Clearing Member Details:**

**A. IDENTITY DETAILS** 

NSE-KIFS Securities Ltd. Add: -B/81, Pariseema Complex, C.G Road Ellishbridge Ahmedabad 380006.

SEBI Reg No.INF230776034 Contact No.: 079-30000321.

USE-IL&FS Securities Services Ltd. Add: IL&FS House, Raheja Vihar Chandivali Andheri (East) Mumbai 400072.

SEBI Reg No. INE271377439 Contact No.: 022-42493000.

For any grievance/dispute please contact JBS Securities Pvt. Ltd. In case not satisfied with the response, please contact the concerned exchange(s)

#### JBS Securities Pvt. Ltd. - Compliance officer & CEO Details Name: Krutik J. Shah

Phone No.079-30024500-05 E-mail ID: kjs@jbsindia.in **NSE** Phone no.: 022 2659 8190 E-mail ID: ignse@nse.co.in

Email ID: investorcomplaints@useindia.com **USE** Phone no.: 022-673190000

#### INDIVIDUAL-KNOW YOUR CLIENT (KYC) APPLICATION FORM

Name of the Applicant:			
Father's/ Spouse Name:			
Gender:M☐e F☐nale,Marital status:Single ☐arried,☐te	of birth:		
Nationality: Status:R□ident IndividualNon □	≩sident Foreign □ational		
PAN: (UID)/ Aadhaar, if any	PAN: (UID)/ Aadhaar, if any:		
Specify the proof of Identity submitted:		Sign Across Photo	
B. ADDRESS DETAILS			
Correspondence Address  Residence/ Permanent Address  (If different from Correspondence Addre			
City: Pin Code:	City: Pin Code:		
State: Country: State: Country:			
Specify the addressproof submitted for correspondence Specify the proof of address submitted for permanent		for permanent	
address:	address:		
Contact Details Mobile No.: Tel. (Off.			
Email id:	Fax :		

#### C. OTHER DETAILS

Gross Annual Income Details (please specify) Income Range per annum: ☐ Below Rs 1 Lac ☐ 1-5 Lacs Net-worth as on (date),Rs		
Occupation (please tick any oneand give brief details):P□/ate Sector P□□lic Sector Gover□ment Service		
□BusinessPrd=ssional Agr□ulturist Reti□d Hou□	lwife Stu⊈nt Oth□s:	
Please tick, if applicable:P itically Exposed Person (PEP)	Relat□ to a Politically Exposed Person (PEP)	
Education Detail: Any other infor	mation:	
	[2]	
	<u>-Individuals</u>	
KNOW YOUR CLIENT (K	YC) APPLICATION FORM	
Please fill this form in ENGLISH and in BLOCK LETTERS.		
Name of the Applicant:		
PAN: Date of incorporation:Place	of incorporation: Registration No.	
(e.g. CIN):Date of commencement	nt of business:	
Status (please tick any one):		
□ ivate Limited Co. Pub Ltd. Co.Body C□ poratePartnersh	ii,□rustCharities□ NGO'□ FI FI□ □ □	
☐ HUF ☐ AOP ☐ Bank  vernment Body Non-  vernment	t OrganizationDefense ⊞ablishmentBOI □	
□ocietyLLP□thers□please specify):		
B. ADDRESS DETAILS		
Correspondence Address	Registered/Residence/ Permanent Address	
<u>'</u>	(If different from Correspondence Address)	
City: Pin Code:	City: Pin Code:	
State: Country:	State: Country:	
Specify the addressproof submitted for correspondence	Specify the proof of address submitted for permanent	
address:		
	f.) Tel. (Res.)	
Details of Directors/Promoters/Karta/Partners/Trustees	Fax :	
Name:		
Name:Address:		
Name:		
Name:Address:	UID:	

Name:			
Address:			
PAN No:	DIN:	UID:	
Status :	Phone No.:	Mobile No.:	Cian Assass Plants
E-mail :			Sign Across Photo
		[3]	
Name:			
Address:			
PAN No:	DIN:	UID:	
Status :	Phone No.:	Mobile No.:	Sign Across Photo
E-mail :			Sign Across Photo
Name:			
PAN No:	DIN:	UID:	
Status :	Phone No.:	Mobile No.:	
			Sign Across Photo
# <u>List of Directors</u> : attached herewith		/authorised signatories can be added	I on separate sheet and
C. OTHER DETAILS	<u>S</u>		
	me Details (please specify)		
Net-worth as on (c		-5 Lacs ☐ 5-10 Lacs ☐ 10-25Lacs	s  Lacs hould not be older than 1 year)
		d signatories/Promoters/Partners/Ka	
		a Politically Exposed Person (PEP)	Not Ar∏licable
		<u>DECLARATION</u>	
I/We hereby de	clare that the details furnished abo	ove are true and correct to the best o	of my/our knowledge and belief
and I/we undert	take to inform you of any changes	therein, immediately. In case any of	the above information is found
to be false or ur	ntrue or misleading or misrepreser	ting, I am/we are aware that I/we m	ay be held liable for it.

Date: \_\_\_\_\_ Name & Signature of the Authorised Signatory (Client)

# FOR OFFICE USE ONLY ☐ (Originals verified) True copies of documents received ☐ (Self-Attested) Self Certified Document copies received Signature of the Authorised Signatory Seal/Stamp of the intermediary (JBS Securities Pvt. Ltd.) Date: \_\_\_\_\_[4] TRADING ACCOUNT RELATED DETAILS A. BANK ACCOUNT DETAILSB. DEPOSITORY ACCOUNT DETAILS Bank Name: \_\_\_\_\_ DP Name: \_\_\_\_\_ Branch: DP Address: \_\_\_\_\_ Branch Address: \_\_\_\_\_ A/C No.: \_\_\_\_\_ DP ID: \_\_\_\_\_ Client ID: A/C Type: ☐ Saving ☐ Current ☐ Other (Other- in case of NRI/NRO/NRE) POA: ☐ Yes ☐ No MICR CODE: IFCS CODE: ECS/RTGS/NEFT : ☐ Yes ☐ No 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. Segments **Exchanges** Segments Signature Segments Signature Segments Signature NSE F&O Cash CD USE CD # 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: Yes \( \subseteq \text{No} \subseteq \text{If yes, Provide full detail on separate sheet.} \) E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS If client is dealing through the sub-broker, provide the following details: Sub-broker's Name: \_\_\_\_\_Ph No.:\_\_\_\_\_ Registered office address: \_\_\_\_\_ Fax No.: \_\_\_\_\_

SEBI Registration number:

Website:

	_	y other stock broker/sub-broker (if	case dealing with multiple stock brokers/sub-brokers,				
Provide	e details of all)		Name of Sub Broker if any				
Client Code: Evchange:							
Dotaile	Name of stock broker: Name of Sub-Broker, if any: Exchange: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker: Details of disputes/dues pending from/to such stock broker/sub- broker:						
Details	oi disputes/dues	pending from to such stock broker,	sub- broker				
F. ADI	DITIONAL DETAIL	.S					
_		Dofault "voc")	or Electronic Contract Note (ECN) (please specify):				
•	Mobile No (For I	eceiving SMS Alerts)					
•	Whether you wis ☐ Internet Tr	sh to avail of the facility of internet ading   Wireless Trading	trading/ wireless technology (please specify):				
•	Number of years Derivative Mark	s of Investment/Trading Experience: etYears, Other Investme	□ No Prior Experience, Capital Market Years nt Field Years				
•	persons authoriz	zed to deal in securities on behalf of	UID, signature, residential address and photographs of company/firm/others:				
G. INT	RODUCER DETA	ILS (optional)					
Name	of the Introducer:		Client Code: Branch:				
			erson/Existing Client/Others, please specify				
			Contact No.				
Addres	ss of the introduce	1	_ Contact No				
			_				
			Signature of the Introducer:				
		DEGL	DATION				
1	1/\A/a la avalavi da a		NRATION				
1	•		re are true and correct to the best of my/our knowledge and				
			changes therein, immediately. In case any of the above ling or misrepresenting, I am/we are aware that I/we may be				
	held liable for it.		ang or misrepresenting, ram, we are aware that i, we may be				
2			inderstood the contents of the document on policy and				
۷.		e stock broker and the tariff sheet.	indensity the contents of the document on policy and				
3	•		he contents of the 'Rights and Obligations' document(s) and				
5.			ee to be bound by such provisions as outlined in these				
			the standard set of documents has been displayed for				
		tock broker's designated website, if	·				
		took broker 5 designated website, ii	~···,·				
Place_			(-)				
Date	Si	ignature of Client/ (all) Authorized	Signatory (ies)				

#### FOR OFFICE USE ONLY

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

#### **INSTRUCTIONS/ CHECK LIST**

1. Additional documents in case of trading in derivatives segments - illustrative list: (Any One)

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

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

	F
Client's Signature X	17
riieiit 3 Sigiiatui e A	17

Lilipioyee code				
Designation of the employee				
Date				
Signature				
I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.				
Signature of the Authorised Sig (JBS Securities Pvt. Ltd.)	gnatory			
Date:		Seal/Stamp of th	e stock broker	

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

#### As prescribed by SEBI and Stock Exchanges

- 1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in 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 uppetition /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.

Client's Signature	X			

- 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) suomoto 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 there under 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 there under.

#### **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 betaken 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.

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

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

#### LAW AND JURISDICTION

- 43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall been titled 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.)

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

#### RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do s and don its, 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 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.

#### 1.3 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:

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.

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#### 2.2 Currency specific risks:

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

#### 2.3 Risk of Option holders:

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sell s 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 <a href="www.nseindia.com">www.nseindia.com</a> and SEBI website <a href="www.nseindia.com">www.nseindia.com</a> and self-wide se
- 2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
- 3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
- 4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
- 5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
- 6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
- 7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

#### TRANSACTIONS AND SETTLEMENTS

- 8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- 9. Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.
- 11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, statingdate, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus,

the stock broker shall maintain running account for you subject to the following conditions:

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
- b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of suchsettlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

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

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

#### **DISPUTES/ COMPLAINTS**

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

#### **POLICIES AND PROCEDURE**

Mandatory Document: This is mandatory/compulsory document from Broker 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. [Refer SEBI Circular No. MIRSD/SE/Cir-19/2009 dated 03.12.2009]

Dealing in Penny stocks: Generally, the Broker refuses to enter any order of clients for penny stocks. The clients is required to adhere to exchange/members' guidelines and due diligence while trading in such scrips. Even trading in such scrips is very risky. 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, at related point of time.

Client's Exposure Limit: In capital segment the exposure would be given on client's trade history/experience, if available, his financial capacity and/or credit worthiness and in F & O client's account this limit can be increased only after an analysis of credit balance of funds/securities along with aforesaid and such other criteria at Broker's sole discretion.

Brokerage Rate: The Broker discloses that it shall charge a brokerage at the rate being agreed by the client with Broker (including its branches or sub-brokers) depending upon market circumstances or as may be prescribed in KYC document/ Back office Software. However, the Broker shall adhere to the maximum permissible limit (presently not to exceed 2.5%) as may be prescribed by SEBI/Exchanges from time to time. It is hereby clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected. On option segment of Exchange it is hereby disclosed that brokerage on options contracts shall be charged @ 2.5% of the premium amount or Rs. 100/- (per lot) whichever is higher.

Penalty/Delayed payment charges: Trading member may charge penalty /delay payment charges to client in the event of client committing a default in the payment of any of the amount which client liable to pay within a period as specified by rules, regulation and bylaws of Exchange, SEBI Regulation and regulation of the governing authority from the date of demand, without prejudice to the right of the member to close the account of client. Member may charge interest penalty/delayed payment charges @ not more than 24% p.a. or such other rate as may be specified by the Member from time to time for the period of such default. In case the client has failed to make the payment of any of the amount as liable to pay, Member shall have the right to discontinue services till such time he makes the payment along with interest, if any, after giving two days notice to the client.

Sell of Securities or Closing Open Position: The client 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 of clearance or meeting up of any obligations, dues, debit balances, margin, MTOM debit balance etc. by client, then Broker might be sold off, credit balance of funds might be adjusted against client's obligation, debit balance or liabilities WITHOUT ANY NOTICE from Broker from time to time.

Shortages in Obligation and Internal Auction: Clients are required to make securities / Funds Pay-In on Pay-In 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 closing rate of Pay-Out day shall be recovered from the defaulting client and passed on the respective beneficiary client. In case of the default of securities Pay-In by the client and the shortage is from the exchange, auction values of the respective exchange plus penalty (decided by the member from time to time) plus brokerage and other statutory charges shall be recovered from the defaulting client. In 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).

Client	s Si	gnatur	e X									

Restrictions/Prohibition to take further position or closing existing position: Under any of the circumstances, such as client's failure to meet Pay-In or margin obligations or clearance of outstanding/debit balance with broker before permissible time limit or beyond such period as may be allowed by broker, the client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. Even, broker can firstly set-off or adjust the same shall not allow the client to take further/fresh 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 requirement etc. from client side, broker might close the existing position or open position WITHOUT ANY FURTHER INTIMATION to the client, Such Circumstances may include (but not limited to):

- (i) Failure to meet Pay-In obligation/margin requirement.
- (ii) Delay in meeting the Pay-In or margin requirement.
- (iii) Delay or failure in clearance or outstanding or dues to the broker,
- (iv) Returning or frequent returning of cheques of the client,
- (v) As per prevalent RMS policy of the Broker.
- (vi) Any direction from SEBI/Exchange or such other authorities.
- (vii) Under such other circumstances as the Broker might think just and proper on case to case basis.

The client shall ensure timely availability of fund and/or security in form and manner at designated time & bank and depository account meeting his/her/its obligation and any losses, financial charges on account of such liquidation or close-out, shall be borne by the client

Suspension / Deregistering of Client Account: The broker and/or client may suspend Client's Trading Account from further dealing in the securities market through the broker in following circumstances:

- (a) As per Client's prior written request of at least 2 days submitted to Broker at its Ahmedabad R.O. duly acknowledged by Broker (subject to clearance of entire outstanding/obligation)
- (b) Dormant or in-active status of client account beyond specified time limit as may be prescribed by Broker.
- (c) Under any circumstances mentioned in (i) to (ix) above.

Policy for Dormant/In-active account: In any account, in which no transactions has took place during the period of 12 months from the date of last transaction, the same shall be considered as Dormant/In-active. Such transaction date may relate to any of thefollowing date, whichever is later.

- (a) Entry related to contract or bill generation for buy/sell transaction or
- (b) Entry related to payment of funds to securities by clients or
- (c) Entry passed by the broker by way of JV due to any penalty amount whether or not imposed by Exchange or SEBI or other authorities etc.

To designate the client's account as Dormant/In-active account, the period of 12 months shall be counted from the last day of respective month in which any of the aforesaid last transaction took place. In case Broker treats the account of client as the 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 atleast 2 days in advance at its Ahmedabad R. O. The Broker will try to promptly reactivate the said account subject to fulfillment of such conditions as broker may consider fit and proper. However, Broker may, in its own discretion to waive/reduce the period of 2 days as the circumstances may warrant on case to case basis.

<b>Client's Signature</b>	X

#### **ANTI MONEY LAUNDERING MEASURES - AT A GLANCE**

#### 1. The Background:

The prevention of Money-Laundering Act, 2002 (as amended) was notified on July 1, 2005. Subsequent to this, the Securities and Exchange Board of India (SEBI) has, on 18th January 2006, required market intermediaries to adopt a policy framework with respect to anti-money laundering measures to be followed by the intermediaries. JBS Securities Pvt. Ltd. is inter alia, a stock broker and needs to adhere to the same. Money Laundering generally includes, to concealing or hiding financial assets with a view to used it without detection of its source that a illegal activity which produced it, It may be the operation through which one may try to hide the true source or proceeds of their illegal/criminal activity, It may be conversion of illegally earned income in to another form so that it appears as a legitimate income, It is a medium through which dirty money insert in the financial system and make such money look clean, money is circulated around the financial system in such a way that its ancestry gets hidden.

#### 2. The Objective:

- a. Money laundering has now become one of the major concerns of international financial community. Money Laundering is not just an attempt to disguise money derived from illegal activities, Rather, money laundering is involvement in any transaction or series of transactions that seek to conceal or disguise the nature or source of proceeds derived from illegal activities, including drug trafficking, terrorism, organized crime, fraud and many other crimes. Major consequences of Money Laundering are, it finances terrorism, encourages crime, endangers society at large, weakens macro economic factors of country, affects the integrity of the financial system, reduces government control on economy and weakens Law & Order.
- b. "Know Your Customer" (KYC) is the guiding principal behind the Anti-Money Laundering (AML) measures. It incorporates the "Know Your Customer" Standards & "Anti Money Laundering" Measures, hereinafter to be referred as "KYC Standards" and "AML Measures". The objective of is to "have in place adequate policies, practices and procedures that promote high ethical and professional standards and prevent the Company from being used, internationally or unintentionally, by criminal elements". KYC Standards and AML Measures would enable the Company to know/understand its customers, the beneficial owners in case of non-individual entities, the principals behind customers who are acting as agents and their financial dealings better which in turn will help the company to manage its risks prudently.

#### 3. SEBI Mandate:

SEBI has mandated that KYC policy should be designed to combat Money Laundering which covers Customer acceptance policy and customer due diligence measures, including requirements for proper identification of the customers. JBS Securities Pvt. Ltd. has framed comprehensive KYC and AML policy. According to the policy

- a. No account should be opened in anonymous or fictitious/benami names(s). i.e. to say that anonymous or fictitious/benami customers shall not be accepted.
- b. No account should be opened or transactions conducted in the name of or on behalf of banned/suspended individuals, organisations, entities, etc. For the purpose, necessary cross checks is made to ensure that the identity of a customer does not match with any person with known criminal background or with banned/suspended entities.
- c. No account should be opened if appropriate due diligence measures can not be applied to a customer for want of verifiable documents on account of non co-operation of the customer or non-reliability of the data/information furnished to JBS Securities Pvt. Ltd.
- 4. Customer Identification Procedure (CIP)

Customer identification for each customer, whether existing or new is an essential element of an effective customer due diligence programme.

CIP at the minimum includes CP and ISA documents, where CP relates to "Customer Profile", and ISA relates to "Identification", "Signature" and "Address" (ISA) documentation.

Clients need to provide ISA documents as required in the account opening document and required under SEBI and PMLA regulations. Clients need to also provide details of their Income/Net worth in order to ascertain their financial profile. Clients are accepted to update the same frequently and at every change/updation therein but at least on annual basis.

Date:	Client's Signature X
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#### **Tariff Sheet**

# JBS Securities Pvt. Ltd.

Regd. Office: 707 7<sup>th</sup> Floor Sakar-1 Nr. Gandhigram Rly Stn

Ashram Road Ahmedabad 380009.

Ph.079-30024500 -05 ,40069782, 9328006339 Fax: 079-30024505 E-mail: jbs@jbsindia.in

Client Code	:	1 <sup>st</sup> Leg		2 nd Leg (	Same Day)
		%Age	Min	%Age	Min
	Trading				
	Delivery			NA	NA
	Derivatives				
	Option				
App	roved By :			Account Co	de Updated
e and Signature :)		1)	Name and Sig	gnature :)	
	Арр	Delivery Derivatives Option Approved By:	Trading Delivery Derivatives Option Approved By:	%Age Min  Trading  Delivery  Derivatives  Option  Approved By:	Wage   Min   Wage

Client's Signature X\_\_\_\_\_

<sup>\*</sup> Note: Stamp Duty, Security Transaction Tax, Service Tax, Transaction Charges and other charges as applicable.

#### **VOLUNTARY**

#### CONSENT(s) FOR SMOOTH OPERATIONAL CONVENIENCE

(This document is purely voluntary and all / any part thereof can be DELETED before signing. The same can also be revoked by any time after execution by sending your written request to do so. If you are not agreeing then please don't sign)

To,

JBS Securities Pvt. Ltd.

Member: National Stock Exchange of India Ltd. (NSE), United Stock Exchange Ltd. (USE)

Corp. Office: 707 7th Floor Sakar-1 Nr. Gandhigram Rly Stn

Ashram Road Ahmedabad 380009.

**SEBI Registration No.:** National Stock Exchange of India Ltd. Capital Market Segment: INB230784036, Futures and Options Segment: INF230784036, Currency Derivatives Segment: INE230784036, United Stock Exchange Ltd. Currency Derivative Segment: INE270784031

Dear Sir,

- I / We request you to kindly register me/us with you as your client on NSE CM /NSE F&O/NSE CD/USECD. Accordingly I/We do hereby give my/our following consents and do authorize you as under:
- 1. You are requested to kindly accept my/our oral/verbal instructions to place, modify, cancel the orders and not insist me for the same in writing.
- 2. You are requested not to give me/us any order confirmation / modification /cancellations slips or trade confirmation slips.
- 3. I/We have no objection if due to punching error you might have to change the client codes for trade done or transfer the trade to your Vandha Account/ Error Account as the circumstance may warrant within the prescribed parameters and rules & regulations of the exchanges.
- 4. You are free to adjust debit/credit in between my/our various accounts viz. F&O initial margin A/c, F&O MtoM A/c, Cap. Market A/c, Margin A/c or any other account maintained with you. The same can be done by passing Journal Voucher entries or in such other manner as my deemed fit and proper by you.
- 5. I/We are aware that member undertakes proprietary Trading in addition to clientele business.
- 6. I/We shall not divulge into any sub-broking activities and shall not issue any bills/ contracts/confirmation notes etc, to anyone else for the trade done on NSE/USEfor both the segment.
- 7.Authorization for inter segment/Exchange fund balance transfer and stock transfer: I/We hereby authorize you to transfer my/our debit/credit balance in the ledger account arising during the course of trade in one segment/Exchange to my/our ledger account in another segment/Exchange or transfer any stock purchased / laying in my/our account in one segment/Exchangeto my/our ledger account in another segment/Exchangeas often as may be required. The transfers may be completed by passing journal entries in your books
- 8. I/We agree that all fines/penalties/charges etc. levied upon you by NSE/USE for my/our transaction /deals/ actions/ mistakes are recoverable by you from my/our accounts.
- 9. Being your client, I/We agree that we will submit the certified true copies of income proof or financial details (Any One)

Client's Signature X	
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- (d) Net worth Certificate (e) Copy Demat Account holding statement (f) Bank Account statement for last 6 months (g) Any other relevant documents substaining ownership of assets. (h) Self declaration with relevant supporting documents. Further, being your non-individual client, we also submit our Audited Accounts/ Share holding or sharing pattern, list of directors/partners etc. every year.
- 10. I/We understand and agree that I/We will deliver the securities toward margin/ collaterals/deliveries from my/our own account only. For any reason, if I/We will deliver securities from any other accounts, I/We will bear all auctions charges/any other penalties. I/We am/are aware and agree that for third party deliveries, you may at your sole discretion, reject the same upfront at my/our sole risk. However, if for any reason, if you accept the same, you may levy any charges/penalties upon me/us as you may think fit and proper, without any further intimation.
- 11. My/Our funds lying with you may be used for the purpose of placing FDRS with Banks to be submitted to NSCCL and /or as Margin FDRS for obtaining Bank Guarantee in favour of NSE/USE/NSCCL. Kindly note that all related expenses or income shall be borne by you.
- 12. You can utilise my credit balance for Additional Base Capital as Margin with NSE/USE Exchanges for my exposure.
- 13. These consents, instructions and confirmations shall equally apply to all other past, present and future transactions with you.
- 14.Authorisation for Debit: Without prejudice to any other clause of this agreement and/or the general terms and conditions, I/We understand and agree that you may charge additional financial charges according to the rules, bye-laws and regulations of the relevant exchange and usual custom of the market for any extra services rendered by you and as required by me/us or for such extra/ reasonable costs, including legal fees, incurred by you for collecting the dues payable by me/us to you, an exchange, clearing corporation/clearing house, any agent or your sub-broker and/or any other individual, partnership, corporation, company, organisation, trust or other entity acting for or on behalf of you.
- 15. I/We hereby unconditionally, absolutely, and irrevocably undertakes to pay immediately any amount due and payable under this agreement on being called upon to do so for my transactions through you, merely on a demand in writing or otherwise from you stating that the amount has become due and such demand made on me/us will be conclusive as regards the amount due and payable by me/us.
- 16. Lien: All the securities and/or properties placed in your beneficiary A/c / my demat A/c shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that I/We may have to you. All of my/our securities and/or other property shall be held by you as security for payment of any such obligation or indebtedness to you. In enforcing its lien, you at your sole discretion may determine which securities and/or other properties to be pledged/sold or which contracts are enforced.
- 17. Without prejudice to your other rights (including the right to refer a matter to arbitration), you shall be entitled to liquidate close out all or any of my/our positions as well as securities placed as margin or kept as hold by your for non-payment of margins or other amounts outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any against my/our liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by me/us such liquidation/close out may be without any prior reference or notice to me/us. You are hereby fully indemnified and held harmless by me/us in this behalf. Such liquidation or close out of positions shall apply to any segment in which I/we do/does business with you.

Client's Signature	X

- 18. I/We agree and authorise you to instruct the concerned depository participant to block any security sold from the designated security account against my order or the order of my power of attorney holder to sell securities if my order gets executed either fully or partly then the securities sold would be transferred in your account. I/We further agree and confirm that I/We shall not pledge or otherwise use any security that has been blocked by the concerned depository participant on the instructions of you, I/We or by its power of attorney holder at any time, and I/We authorize you to instruct the concerned Depository Participant on my/our behalf to dishonour any such instructions.
- 19. Orders at Unrealistic Prices/Illiquid scrips: The client hereby confirms that he will not place or cause to be placed with us, orders in scrip at price substantially different from the prevailing price of the scrip at the time of placement of order. Any order placed by the client wherein the price is substantially different from the prevailing market price of the scrip is liable to be rejected at the our sole discretion the client understands that we may in it sole discretion and with out disclosing any reasons, restricting in trading in certain scripts or stock options. The client understands and agrees that the detail of such scrips will be disclosed by us through Back office Login or other means
- 20. I/We and you agree to refer any claims and/ or disputes to arbitration as per the rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 21. I/We agree to download my/our account statement from your back office web site <a href="www.jbsindia.in">www.jbsindia.in</a> or any other web site which you will have and want I/We to use. Any discrepancy in the account statement shall be brought to your notice within 30 days from the end of each quarter, failing which the account statement appearing in your books will be deemed to be correct and accepted by me/us. In case such information is not available on the web site for a technical reason, I/We will draw your attention and gather the required information from you.
- 22. Neither you nor any other party disseminating and data/message/information through the Web site shall be liable for any inaccuracy, error, omission or delay in the transmission or delivery of:
- 1. Any such data, information or message, or
- 2. Any loss or damage arising from or occasioned by (i) Any such inaccuracy, error, delay or omission, (ii) Non-performance, or (iii) Interruption in any such data, information or message, due to either any act or omission by you or any disseminating party or to any "force majeure" (e.g. flood, extraordinary weather condition, earthquake or other act of nature, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond your reasonable control or any disseminating party.
- 23. I/We acknowledge that you shall not be liable to provide me/us with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment. I/We also acknowledge that your employees are not authorised to give any such advice and that I/We shall not solicit or rely upon any such advice from you or any of yours employees. I/We agree that in the event of you or any your employee or official providing any information, recommendation or advice to me/us, I/We may act upon the same at the sole risk and my/our cost and you shall not be liable or responsible for the same. I/We assume full responsibility with respect to my/ our investment decisions and transactions. Your officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of mine/us.
- 24. You may, however, assign your rights and obligations to any third person without my/our prior consent.
- 25. I/We shall, at all time are responsible for the investment decisions and/or orders placed or applications preferred by me/us either electronically or otherwise. I/We shall neither hold nor seek to hold you or any of yours Directors officers, employees, agents or affiliates, liable for any loss including but not limited to the trading losses incurred by me/us. I/We understand that the placing of order with you electronically or otherwise does not guarantee execution of the said order or the acceptance of the application. Though orders will generally be routed to the exchange's computer systems within a few seconds from the time the order is placed by me/us on your trading system, you shall not be liable for any delay in the execution of any order or any resultant loss on account of that delay. You shall not be deemed to have any order electronically or application unless it has confirmed the same.

Client's Signature	X

- 26. In the event Client is found to have indulged in any manipulative, fraudulent and/or unfair trade practices or to have committed a breach of the capable laws, regulations, guidelines, byelaws, by client's act or omission, whether directly or indirectly, the client shall be solely liable for the consequences thereof, including but not limited to financial losses and the penalties, restrictions or the other action imposed or taken by appropriate authority.
- 27. In case of a market order I/We agree that I/We shall receive the price at which the order has been executed by the exchanges computer systems and such price may be different from the price at which the security is trading when my/our order is entered into your trading/ITORS system.
- 28. I/We hereby agree that you or the exchanges shall not be liable for non-execution of any order caused due to suspension, interruption, non-availability or malfunctioning of the online as well as off line trading services or the exchange system or services for any reasons whatsoever.
- 29. I/We are aware that you may tape record the conversation between me/us, my/our representative and you, either directly or over the telephone, and hereby specifically permits you to do so. Such recording may be relied upon by you as valid evidence as and when required.
- 30. SEVERANCE: In case any one or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereto.
- 31. WAIVER: No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such part to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
- 32. Any communication sent by you to me/us shall be deemed to have been properly delivered or served, even if such communication is returned to you as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and or ordinary place of residence and/or last known address of the party.

Client's Signature X	

#### **ELECTRONIC PAYMENT GATEWAY (EPG)**

- 33. Electronic payment gateway banking service-
- (i) You shall endeavour to provide through the Electronic payment gateway for net- banking such services as you may decide and reserve from time to time and which may vary from customer to customer. These facilities shall be offered in a phased manner and you may make additions/deletions to the said services as your sole discretion. The availability/non availability of a particular service shall be intimated through e-mail, written communication or with web page of JBS Securities Pvt. Ltd.
- (ii) In case of joint A/c with two or more signatories you shall offer such services restricted by the joint operation of the said account.
- (iii) In case of a minor the said account shall be operated by a natural guardian who shall undertake not to reveal the user id and password to the minor.
- (iv)You shall take reasonable care to ensure the security of and prevent the unauthorized access to the EPG for net-banking service using technology reasonable accessible to you.
- (v) I/We agree that I/We shall not use or permit to use the EPG for net-banking for any illegal/improper services for making any payment either on-line or otherwise.
- 34. Electronic payment gateway for net banking access:
- 1. I/We understand that you would allot me/ us user Id and password for enabling me/us to access the EPG for net-banking. I/We acknowledge that if any third party obtains access to the password of the customer, such third party would be able to provide the payment instruction to you. The specific clauses related to the password allocation are specific given under the password heading which forms part and parcel of this agreement.
- 2. In addition to the customer Id and password you may at your discretion adopt such measures including but not limited to digital certification and/or smart cards. I/We agree that it shall not attempt or permit others to attempt the account information stored in your computers other than the EPG for net- banking services. I/We shall not request for any proof for transactions undertaken through the net and the audit trail of the log-in would be conclusive proof to establish that the transactions are bona-fide.
- 35. Electronic payment gateway for net-banking:
- i) I/We shall be free to utilise the Payment instruction service through the electronic payment gateway for net-banking for transfer of funds for the purposes of transactions effectuated through you.
- ii) I/We have the full right to access and avail of the services obtained and I/We shall comply and on serve the applicable laws and regulations in each jurisdiction. I/We shall not access to my/our family/relatives/friends account or any other persons account through this gateway facility for the transfer of funds and if done so I/We shall be fully responsible and not you in any manner.
- iii) I/We shall not involve you as a party to such transaction.
- iv) I/We shall provide any Stock Broker with such information and/or such assistance as is required by you for the performance of the agreement and/or any other your obligations under this agreement.
- v) I/We shall not any point of time provide to any person, with any details the accounts held by me/us with you including the passwords, account number which may be assigned to me/us by you from time to time.
- 36. Authority to the Stock Broker:
- i) EPG for net-banking transactions in the customers account is permitted only after the authentication of the customer ID and password. I/We agree that they grant express authority to you or the Bank to carry out the transactions performed by me/us for the EPG net-banking. You shall have no obligation to verify the authenticity of any transaction received from me/us through the EPG for net-banking or purporting to be means other than the use of customer ID and password.
- ii) The display or the print out produced at the time of opening of the EPG for net-banking shall be a record of the operation of the internet access and shall not be construed as your record of the relative transactions. You or Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access or the date the periodical statement, whichever is earlier.

iii) All transactions arising from the use of the EPG for net-banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

#### **37. Running Account Authorisation:**

Please note that my/our account is to be maintained with you as a running client account and the funds and/or securities/collaterals/margin due to me/us shall not be paid immediately until/unless specifically demanded by me/us and you are free to use the same for my/our future settlement obligations/margin liabilities etc

I/We also specifically understand and agree that:

- (a) This is only a voluntary authorization that may be revoked by me at any time.
- (b) For my/our outstanding obligation/balance 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 or other obligations for next 5 trading days (or till I/We clear the same entirely), calculated in the manner specified by the exchanges.
- (c) Kindly settle my account for funds and securities at □ Quarterly OR □ Monthly settlement basis (if client do not select the check box, Default answer is QUARTERLY).
- (d) Any dispute from my/our and arising from statement of account or settlement, shall be brought to your notice in writing by me/ us within 7 days of receipt of funds/ securities/statements as the case may be.
- (e) Periodic settlement of running account may not be necessary for margin trading facility or funds received towards collaterals/margin in form of Bank guarantee, Fixed Deposit etc.
- (f) In case of my/our request/demand, you shall transfer the funds, securities within 1 working day if lying with you or within 3 working days if lying with Exchange/ Clearing House.
- (g) There shall not be any inter-client adjustment for the purpose of settlement of my/our running account.
- (h) In respect of internet client the request for change of email id may be made through the secured access by way of client specific user id and password.
- 38. I/We agree to inform/update you any change in any or all the details provided to you on time to time
- 39. The Client shall not hold member responsible for any losses incurred on account of failure of System/Risk management System/Network Congestion/Loss of Connectivity from Dealing Office / Place to member or frommember to the Exchange.
- 40.I /We further declare and confirm that the shares / securities provided / being provided to you are generally for the purpose of availing exposure limits / margin limits / towards collaterals in F&O Segment of the Exchange and in turn you may deposit/utilise the same for availing exposure from Exchange/clearing house.

I/We understand 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 and then only. I/We have put my/our signature only after proper understanding.

Signature of Client X	<u></u>
Name:	Client Code:
Address:	
E-mail ID:	

#### **VOLUNTARY CLAUSES FOR SENDING CONTRACT NOTE AND OTHER DOCUMENTS IN ELECCTRONIC FORM**

I/We have permitted you to provide Contract Notes and other documents in electronic form authenticated by means of a digital signature in substitute of the physical Contract notes/statement of A/Cs and other documents etc. through Email. For this purpose I/We have provided E-mail address on the KYC form. However you may at its discretion, continue to issue contract notes in physical form instead of ECN.

Now therefore, in your consideration having agreed to provide the ECN/statement of account through e- mail, both the parties to the agreement hereby agree to the following terms:

- 1. You shall send the ECN to my/our E-mail address. The ECNs sent through the e-mail shall be digitally signed, encrypted, non-temperable and shall comply with the provisions of the IT Act, 2000. In case the ECN is sent through email as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-temperable.
- 2. I/We shall access and review the ECN, statements, notices and other communication including but not limited to margin and maintenance calls. All information contained therein shall be binding to me/us, if I/ We do not object, either in writing or via E-mail, within 24 hours after such documents are available to me/us. I/We shall be required to save/print/download the ECN for archiving and delete E-mails from his account on a regular basis so as to keep sufficient space in the E-mail account to continue receiving ECN, Statements, and Notices etc. from you.
- 3. The ECN, statement, notices and other communications shall be deemed to have been delivered to my/us, if you do not receive a rejection of the same or if the e-mail has not bounced back. If the e-mail has bounced back, then you will send a physical contract note to me/us within the stipulated time under the extant regulations of SEBI/Stock Exchanges. Non-receipt of bounced mail notification by member shall tantamount to delivery of contract notes & other documents, statements, ledgers, notices etc. at the e-mail id provided by me/us.
- 4. You shall also publish the Contract Note on the Website www.jbsindia.in or on any other designated location (specified by you from time to time). I/We shall be issued a login and password, and I/We can login into my/our account and view/save/print the ECN, Statements and other documents etc.
- 5. Should I/We experience any difficulty in opening a document electronically delivered by you, you may make the required delivery by any other electronic means (other E-mail ID, electronic mail attachment, or in the form of an available download from the back office website) or in a paper based format. Failure to your advice of such a difficulty within 24 hours after delivery shall serve as an affirmation that I/We were able to receive and open the said document.
- 6. In case when you are not able to provide the contract note to me/us through internet due to any unforeseen problem, you will ensure that the contract note reaches in physical form as per the time schedule stipulated in the bye laws, Rules and regulations of the Stock Exchange.
- 7. I/We shall take all necessary steps to ensure confidentiality and secrecy of the login name & password. Unless I/We lodge a complaint with you as to his inability to access the system, it would be presumed that all contract notes and all other documents have been properly delivered.
- 8. You and me/us hereby agree to abide by the amendment in ECN/other documents from time to time if required, for complying with any statue, regulation or with the requirements of any other competent authority.
- 9. I/We agree that you fulfill your legal obligation to deliver to me/us any such document if sent via electronic delivery.
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10. I/We do hereby declare and confirm to receive ECN, statement of accounts, da	aily margin statement and such other
record/information/notice etc. to my/our E-mail Account:	In case of ar
change, I/We shall communicate in writing to you about the same.	
Client's Signature X	

# Request for ECS/RTGS/NEFT Pay-Out facility

	ne Account Opened with you for the purpose of dealing in securities on the stock exchange(s)	
through you under Client	code In this connection, I/We request you to update my/our details in your	
records as given below.		
Name of Bank		
Name of Bank Branch		
Account Type	Savings/Current/Others (Pl. specify)	
Account Number		
IFSC Number	MICR	
	sit my/our payout in respect of my/our transactions directly to above mentioned bank account	
(provided such facility is a	vailable) or any other bank account which I/We may intimate from time to time.	
Terms and conditions: In	addition to the clauses contained in the KYC documents executed by me/us, I/We herein	
	ou and authorizes you to arrange release of payout of funds (subject to other governing	
	e KYC documents) by making direct credit in my/our bank account maintained with any bank,	
_	rovided by me/us to you. It is also agreed by me/us that since the bank account details are	
provided by me/us (based	on which you were to arrange making credits thereto). In case of any wrong entry flowing into	
any wrong account due t	o part of my/our mistake, you shall not accept any responsibility / consequences relating	
thereto. Registration and	activation of payout of funds through ECS/RTGS/NEFT mode by you is subject to receipt of	
copy of cancelled cheque	from me/us. Rejection/Deactivation of facility of payout of funds through ECS/RTGS/NEFT to	
me/us is/are at your discre	etion.	
Thanking you,		
Yours Faithfully		
	Client's Signature X	
	(In case of Non-Individual attest with the Company Seal)	
	<u>DECLARATION</u>	
I/We hereby that all declar	re details furnished herewith are true and correct to the best of my/our knowledge and belief	
•	orm you of any changes there in immediately. In case any of the above information is found to	
be false or untrue or misle	ading or misrepresenting I/We aware that I/We may be held liable for it.	
Place :	Client's Signature X	
Date :	Name :	
	e terminate/cancel this document after execution, by sending your written request to do so.)	
•		
To, The Director		
M/s. JBS Securities Pvt. Ltd	I.	
Ahmedabad		
Ref.: Confirmation of rece	ipt of Copy of KYC Documents.	
With reference to above 1	/We have my/our Clients Code allotted to me/us wish to state and confirm as	
under:	we have my/our chems code anotted to me/us wish to state and commin as	
	client/upon registration, I/We have received a photocopy of the duly completed documents	
viz. Client Registration Form (KYC), Rights and Obligations, Risk Disclosure document and also a copy of any other		
document executed by me/us as your client.		
2. Further, the trading code and the unique client code allotted to me/us as your client and the email id furnished by		
	· · · · · · · · · · · · · · · · · · ·	
	cated by you to me/us through the KYC form or otherwise in writing.	
As a token of acceptance	cated by you to me/us through the KYC form or otherwise in writing. and proof of aforesaid, I/We have put my signature herein below.	
As a token of acceptance		