

#### Dear Client,

Welcome to Unique Stockbro Pvt. Ltd.!

We thank you for choosing us. Since our establishment in 1984, we have strived to offer our clients with premium services and undivided attention. We promise that in all our interactions, we will strongly adhere to the core pillars of our philosophy - simplicity, confidentiality, and transparency. Your needs will be of utmost importance to us and we will ensure that you have a hassle-free trading experience.

Please co-operate with us by completing all the relevant forms and submitting the required documents as mentioned in this booklet. All forms in the booklet have been tailored to be simple and understandable. Instructions and suggestions have been placed at relevant places to guide you through the form and to help avoid any confusion or problems. Ease of completion has been our primary aim.

Should you find any section incomprehensible, please feel free to contact us – we will love to address your concerns and assist you accordingly.

Looking forward to a long and fruitful relationship,

Regards,

Team Unique

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CONTACT DETAILS:	
Registered & Correspondence Office:	61/8 Chandanbala, Road # 25C, Sion West, Mumbai – 400 022
Telephone Nos. :	+91 22 2408 0444
Facsimile :	+91 22 2407 8018
Email id :	info@uniquestockbro.com
Website :	www.uniquestockbro.com

SEB	SEBI REGISTRATION DEATILS:									
Sr. No.	Name of Exchange/Depository	Segment	SEBI Registration No. & Date	e of Registration						
1	BSE Ltd.	Cash/F&O	INZ000187737	July 31, 2018						
2	National Stock Exchange of India Ltd.	Cash/F&O								
3	Metropolitan Stock Exchange of India Limited (MSE)	Cash/F&O								
4	Central Depository Services (I) Ltd.	DP Services	IN-DP-502-2020	November 9, 2020						

MANA	MANAGING DIRECTOR AND COMPLIANCE OFFICER DETAILS:							
	Managing Director	Compliance Officer for Capital Market Division	Compliance Officer for DP Services Division					
Name	Mr. Paresh V. Popat	Mr. Chetan P. Mehta	Mr. Krishna P. Ambekar					
Phone	+91 22 2408 0444	+91 22 2408 0444	+91 22 2401 8644					
Mobile	+91 98211 14345	+91 98199 00852	+91 99209 28783					
Email	paresh.popat@uniquestockbro.com	compliance@uniquestockbro.com	compliance.dp@uniquestockbro.com					

For any grievance/dispute, please contact the Compliance Officer(s) at the above address or send an Email to grievances@uniquestockbro.com (Capital Market) and grievances.dp@uniquestockbro.com (DP Services).

In case not satisfied with the response, please contact the below Exchanges/Depository.

Exchange/Depository	Email id	Telephone Numbers
BSE Ltd.	is@bseindia.com	+91 22 2272 1233 / 34
National Stock Exchange of India Ltd.	ignse@nse.co.in	1800 22 0058
Metropolitan Stock Exchange of India Limited (MSE)	investorcomplaints@msei.in	+91 22611 29028
Central Depository Services (I) Ltd.	complaints@cdslindia.com	1800 200 5533

#### **GENERAL INSTRUCTIONS**

- 1. Self attested copy of PAN card is mandatory for all clients.
- 2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents.
- 3. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 4. If correspondence & permanent address are different, then proofs for both have to be submitted.
- 5. Sole proprietor must make the application in his individual name & capacity.
- 6. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 7. The proof of address (POA) in the name of spouse may be accepted
- 8. Documents submitted as POA having an expiry date should be valid on the date of submission

	ADDITIONAL REQUIREMENTS							
1.	For Proof of Identity (POI) (any one of the following)		2.	For Proof of Address (any one of the follo	•			
Ø	PAN (Mandatory)	☑ UID (Aadhaar)	Ø	Passport	✓ Insurance Policy			
	Decement	□ Votor ID		Ration Card	☑ Telephone Bill (latest)			
	Passport	☑ Voter ID		Voter ID	☑ Electricity Bill (latest)			
<b>!</b>	Driving license			Driving license	☑ Flat Maint. Bill (latest)			
	Photo Identity card issued	3	<b>U</b>	Bank A/c Statement (Not more than 3 months)				
	Regulatory Bodies, Banks Professional bodies	, Universities and		•	ale Agreement of Residence			
g	Credit Card/Debit Card w issued by Banks	ith Photographs			ddress issued by Statutory Banks, Universities and			

- 3. Copy of cancelled cheque leaf/pass book/bank statement containing name and account number of the client alongwith MICR Code and IFSC Code of the bank.
- 4. Copy of demat account statement/client master containing name & account number of the client.
- 5. Documentary Evidence of Financial Details (any one of the following) (Mandatory for Derivatives Segment)
  - a. Copy of ITR Acknowledgement
  - b. Copy of Annual Accounts
  - c. Copy of Form 16 or salary slip in case of salary income
  - d. Net worth certificate
  - e. Bank account statement for last 6 months
  - f. Copy of demat account Holding statement.
  - g. Any other relevant documents substantiating ownership of assets.
  - h. Self declaration along with relevant supporting.

#### SIGNATURE INSTRUCTIONS

- 1. Please put full signature against ' X '
- 2. Total signatures required in case of Individual Client Registration 21

## ACCOUNT OPENING KIT INDEX

	PART A  MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES							
Sr. No.	Name of the Document	Brief Significance of the Document	Page Nos.					
1	KYC and Account Opening Form	A. KYC Form – Document capturing basic information about the constituent	-					
		B. Document capturing additional information about the constituent relevant for opening his trading account	1-5					
2	Rights and Obligations	Document stating the Rights & Obligations of stockbroker/ trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/ wireless technology based trading)	6-11					
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market	12-16					
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors	17-18					
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker	19-21					
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	22					

		PART B						
	VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER							
Sr. No.	Name of the Document	Brief Significance of the Document	Page Nos.					
7	Authorisation by Client in respect of his trading account	Authority for sending Electronic Contract Notes (ECN)	23					
8	Declaration by Client in respect of his trading account	Various declarations covering issues such as orders, Brokerage adherence to SEBI/Exchange Rules & Regulations	24-25					
9	Running Account Authorisation	Authorisation for Running Account & Terms & Condition relating to the same	26-27					
10	Letter for Operating Instructions	Authority to perform various Acts	28					
11	Authority letter for SMS alert and Email from the exchange	Document facilitates clients to receive SMS and Email alerts from exchange	29					
12	Additional Literature for Anti MoneyLaundering (AML) Requirement	Brief explanation about AML requirement and snapshot of Policies & Procedure for PMLA	30-34					

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## PART - A MANDATORY DOCUMENTS

( As prescribed by SEBI & Exchanges )

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#### CKYC & KRA KYC Form Know Your Client Application Form (For Individuals only) (Please fill the form in English and in BLOCK Letters) **Application Type** Update **KYC Number** New KYC Type Normal (PAN is mandatory) PAN Exempt Investors (Refer instruction K) 1 IDENTIFY DETAILS (Please refer instruction at the end ) PAN Please enclose a duly attested copy of your PAN card Prefix First Name Middle Name Last Name Name\* (Same as ID Proof) Maiden Name (If any) Father's / Spouse Name Mother's Name Date of Birth Gender\* Male Female Transgender Marital Status\* Married Unmarried Others Citizenship\* Indian Others - Country Country Code Please affix the recent passport Residential Status\* Res. Individual Non Res. Indian Foreign National Person of Indian Origin size photograph and Occupation Type Service **Public Sector Government Service** sign across it Private Sector Professional Self Employed Retired House Wife Student Others Business Not Categorised 2 PROOF OF IDENTITY (Pol)\* (Please refer instruction C at the end) (Certfied copy of any one of the Proof of Identify[Pol] needs to be submitted) A-Passport Number **Passport Expiry Date** B-Voter ID Card C-PAN Card Driving Licence Expiry Date **D-Driving Licence** E- UID (Aadhaar) F- NREGA JobCard Z- Others (any document S- Simplified Measures Account - Document Type Code notified by the central Govt.) 3 PROOF OF ADDRESS (PoA)\* 3.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction **D** at the end) (Certfied copy of any one of the Proof of Address [PoA] needs to be submitted) Address Type\* Residential / Business Residential **Business** Registered Office Unspecified **Driving Licence** UID (Aadhaar) Proof of Address\* **Passport** Voter ID Card ~ NREGA JobCard Others Simplified Measures Account - Document Type Code Address Line 1\* Line 2 Line 3 City / Town / Village\* District\* Pin / Post Code\* State / U.TCode\* ISO 3166 Country Code\* 3.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS \* (Please see instruction **E** at the end) Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1') **Address** Line 1\* Line 2 Line 3 City / Town / Village\* District\* Pin / Post Code\* State / U.TCode\* ISO 3166 Country Code\* 4 CONTACT DETAILS communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end) Tel. (Off) Tel. (Res) Mobile **Email ID** FAX

5 FATCA & CRS INFORMATION (SELF CERTIFICA	ATION)	
PAN	Client Code/BO ID	
Name		
Type of Address given at KRA Residential	☐ Business ☐ Resid	dential/Business Registered Office
Nationality	Gender	Date of Birth D D M M Y Y Y Y
Mobile Number	Place of Birth	Country of Birth
Father's Name		
Spouse Name		
Is your Country of Tax Residence other than Indi	a Yes No	
If yes, please indicate all countries in which you		d Tax ID Numbers below.
Sr. No. Country of Tax Residence#	Tax Payer Identification Number^	Identification Type (TIN or other, please specify)
#To also include LISA where the individual i	itizan (graan card haldar of LICA	1
#To also include USA, where the individual is a c ^In case Tax Identification Number is not availab		
in case Tax Identification Number Is not availab	ne, kilidiy provide its functional equivalent.	
ADDRESS IN THE JURISDICTION DETAILS WHERE  Same as Current / Permanent / Overseas Ad  Address  Line 1*  Line 2		AX PURPOSES  dence / Local Addresses details
Line 3	City	/ Town / Village*
State*	Pin / Post Code*	ISO 3166 Country Code*
6 DETAILS OF RELATED PERSON (optional) (Plea	se refer instruction G at the end) (in case of add	ditional person, please fill 'Annexure B1')
Related Person Deletion of Rela	ted Person KYC Number of Related Person (if availa	able*)
Related Person Type <sup>^</sup> ☐ Guardian of Mir	or Assignee	Authorized Representative
Prefix	First Name Middle Na	ame Last Name
Name		
If KYC number and n	ame are provided, below details of section 6 are	e opional
Proof of Identity (PoI) of Related Person*	(Please see instruction (H) at the end)	
	g Proof of Identify (Pol) needs to be submitted	
Passport Number	Passport Expiry	Date D M M Y Y Y Y
Voter ID Card	Aadhaar Card	
PAN Card		
Driving Licence	Driving Licence	Expiry Date D M M Y Y Y Y
NREGA JobCard		
Others (any document	Notification No.	
notified by the central Govt.)		
7 REMARKS (if any)		
8 APPLICANT DECLARATION		
any changes therein. In case any of the above information is for may be held liable for it. I hereby declare that I am not making t of any statute of legislation or any notifications/directions issue	orrect to the best of my knowledge and belief and I undertake to in und to be false or untrue or misleading or misrepresenting, I am a his application for the purpose of contravention of any Act, Rules, I d by any governmental or statutory authority from time to time. gistry through SMS/Email on the above registered number/email	aware that I Regulations
TOR OFFICE	LICE ONLY	IBV Dono
FOR OFFICE	USE CINLY	IPV Done  on DDMMYYYYY
AMC/Intermediary name <b>OR</b> code		
(Originals Verified) Self Certified Document Copies received		
(Attested) True copies of Documents received Main Intermediary		

#### ADDITIONAL DETAILS FOR OPENING TRADING ACCOUNT

A. CLIENT INFORMATION																					
Name of the																					
Applicant			(N	lame)						(Midd					_			(St	urnaı	me)	
Gender		Male					V	Fem		+		Birth	1	_	$\perp$						
Marital Status	<b>1</b> (	Single					V	Marr	ied	PAN	(10	DIGIT)									
Permanent/ Correspondence Address																					
Telephone No.										Mo	bile	No.									
Email id										1											
B. (i) BANK ACCO	UNTI	DETAIL!	S																		
Bank Name																					
Branch address																					
Bank account No.																					
MICR Number									IFSC: (11 DIGIT)												
Account Type		Saving					7	Curr	ent					<b>V</b>	Ot	hei	rs				
NRI Status	<b>U</b>	NRE					V	NRC	)	RRI	Appr	oval	Nο								
								IVINC		ולטו ו	٠٩٩٠										
B. (ii) BANK ACCO	UNT	DETAIL	.S					IVINC	,	JI (2)			110.								
B. (ii) BANK ACCO	OUNT	DETAIL	_S					TVIC	,	IKDI 7	.lele.	-									
	DUNT	DETAIL	_S					INIC		IKDI 7	- Ipp										
Bank Name		DETAIL	.S					INC			. IPP										
Bank Name Branch address		DETAIL	.S						IFSC:		TIP I										
Bank Name Branch address Bank account No. MICR Number		<b>DETAIL</b> Saving	-S						IFSC:		Teles.				Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT)			_S						IFSC: (11 DIGIT) rent						Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type		Saving NRE		MILS				Curr	IFSC: (11 DIGIT) rent					V	Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status	✓ ACC	Saving NRE	DETA	AILS				Curr	IFSC: (11 DIGIT) rent					<u> </u>	Oth	ler	S			I	
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status C. (i) DEPOSITORY	✓ ACC	Saving NRE	DETA		NSD			Curr	IFSC: (11 DIGIT) rent		Appr				Oth		S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status C. (i) DEPOSITORY Depository Part	✓ ACC	Saving NRE	DETA		NSD			Curr	IFSC: (11 DIGIT) rent	RBI	Appr				Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status  C. (i) DEPOSITORY Depository Part Depository Name	Z ACC	Saving NRE	DETA		NSD			Curr	IFSC: (11 DIGIT) rent	RBI	Appr			V	Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status  C. (i) DEPOSITORY Depository Part Depository Name Beneficiary name Beneficiary ID (BC	ACC ticipa	Saving NRE <b>OUNT</b> nt Na	<b>DET</b>					Curr	IFSC: (11 DIGIT) rent	RBI	Appr				Oth		S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status  C. (i) DEPOSITORY Depository Part Depository Name Beneficiary name Beneficiary ID (BC	ACC dicipal	Saving NRE OUNT nt Na	<b>DETA</b>					Curr	IFSC: (11 DIGIT) rent	RBI	Appr				Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status  C. (i) DEPOSITORY Depository Part Depository Name Beneficiary name Beneficiary ID (BC  C. (ii) DEPOSITORY Depository Part	ACC dicipal	Saving NRE OUNT nt Na	<b>DETA</b>	AILS				Curr	IFSC: (11 DIGIT) rent	RBI	Appr				Oth	ner	S				
Bank Name Branch address Bank account No. MICR Number (9 DIGIT) Account Type NRI Status  C. (i) DEPOSITORY Depository Part Depository Name Beneficiary name Beneficiary ID (BC	✓ ACC cicipa  Y ACC	Saving NRE OUNT nt Na	<b>DETA</b>	AILS				Curr NRC	IFSC: (11 DIGIT) rent	RBI A	Appr				Oth	Tiner	S				

D. TRADING PREFERENCES		
Please sign in the relevant bo.	xes where you wish to trade. The seg	ment not chosen should be struck off by the client.
Exchanges	Segments	Signature
BSE Limited	Cash	X 3
	F & O	X 4
National Stock Exchange of India Limited	Cash	X 5
	F & O	X 6
	Currency Derivative	X 7
MCX Stock Exchange Limited	Cash	X B
	F & O	X 9
	Currency Derivative	X 10

If in future, the client wishes to trade on any new segment/new exchange then separate mandate letter in respect of new segment/new exchange would be required.

E. PAST ACTIONS
Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authorityagainst the applicant/constituent or its Partners/promoters/whole time directors authorized persons incharge of dealing in securities during the last 3 years:

F. OTHER D	ETAILS
Gross	Income Range per annum:
Annual Income	☑ Up to ₹ 1,00,000 ☑ ₹ 1,00,000 to ₹ 5,00,000 ☑ ₹ 5,00,000 to ₹ 10,00,000
Details	☑ ₹ 10,00,000 to ₹ 25,00,000
	OR
	Net worth as on (Date) ₹ (Net worth should not be older than 1 year)
Occupa- tion	☑ Private/Public Sector ☑ Govt. Service ☑ Business ☑ Professional ☑ Agriculture
lion	☑ Retired ☑ Housewife ☑ Student ☑ Others
Please tick, if applicable	☑ Politically Exposed Person (PEP)  ☑ Related to Politically Exposed Person (RPEP)

G	. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS				
(i)	i) If client is dealing through the sub-broker, provide the following details:				
	Sub-broker's Name:				
	SEBI Regn. No.:				
	Registered office address:				
	Phone:Fax:				
	Webisite/Email id:				
(ii	i) Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/sub-brokers, provide details of all)				
	Name of stock broker:				
	Name of Sub-Broker, if any:				
	Client Code : Exchanges:				
	Details of disputes/dues pending from/to such stock broker/sub- broker :				
_					
L					
H.	. ADDITIONAL DETAILS				
•	Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):				
	Specify your Email id, if applicable:				
	& Alternative Email id:				
•	Whether you wish to avail of the facility of internet trading/wireless technology (please specify):				
	Number of years of Investment/Trading Experience:				
	Any other information				
	-				
I.	INTRODUCER DETAILS (optional)				
	Name :				
	(Name) (Middle Name) (Surname)				
	Address:				
	PAN :Phone:				
	Status : Sub-broker Remisier Authorized Person Existing Client				
	✓ Others (please specify)				

J.	NOMINATION DETAILS (for individuals only)	
	✓ I wish to nominate	✓ I do not wish to nominate
	Name of the Nominee:	Relationship with the Nominee:
	PAN of Nominee:	Date of Birth of Nominee:
	Address and phone no. of the Nominee:	
	If Nominee is a minor, details of guardian:	
	Name of guardian:	
	Address and phone no. of Guardian:	
		Signature of guardian:
	WITNESSES (Only applicable in case the account hold	der has made nomination)
	Name :	Name :
	Signature:	Signature:
	Address :	Address :
	DECLARA	ATION
1.		re true and correct to the best of my knowledge and ges therein, immediately. In case any of the above ing or misrepresenting, I am aware that I may be held
2.	I confirm having read/been explained and unders procedures of the stock broker and the tariff sheet.	, ,
3.		to be bound by such provisions as outlined in these standard set of documents has been displayed for
Pla	ace:	X
Da	ate:	Client's Signature 11

FOR OFFICE USE ONLY					
UCC Code allotted to the Cl	UCC Code allotted to the Client:				
	Documents verified with Originals by	Client Interviewed by	In-Person Verification done by		
Name of the Employee/ Intermediary					
Employee Code					
Designation of the Employee/Intermediary					
Date	D D / M M / Y Y Y Y	D D / M M / Y Y Y Y	D D / M M / Y Y Y Y		
Signature					
We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. We have also made the client aware of 'Rights and Obligations' document(s), RDD and Guidance Note. We have given/sent him a copy of all the KYC documents. 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. We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on our website, if any, for the information of the clients.					
Date:	Date:				
		ŭ	er with stamp		

FOR HO OFFICE USE ONLY					
Form Received on DD/MM/YY		Remarks:			
KYC Details	Date	Name of the KRA		Name of the Official	Signature
KYC Uploaded on	D D / M M / Y Y Y Y				
KYC Fetched on	D D / M M / Y Y Y Y				

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

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

- 11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- 12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### TRANSACTIONS AND SETTLEMENTS

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

#### **BROKERAGE**

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

#### LIQUIDATION AND CLOSE OUT OF POSITION

- 19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
- 20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
- 21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

#### **DISPUTE RESOLUTION**

- 22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
- 23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
- 24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
- 25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
- 26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

#### **TERMINATION OF RELATIONSHIP**

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

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

- 37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate Email 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 Email 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 Email 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/Emails 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 Email 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 Email communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### LAW AND JURISDICTION

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

### INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

### (All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

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

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

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

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

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

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

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

#### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/derivatives contracts than in active securities/derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### 1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities/derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities/derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities/derivatives contracts as compared to active securities/derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

Buying or selling securities/derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities/derivatives contracts may have to be sold/purchased at low/high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security/derivatives contract.

#### 1.3 Risk of Wider Spreads:

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security/derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities/derivatives contracts. This in turn will hamper better price formation.

#### 1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

- 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security/derivatives contract.
- 1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock/derivatives contract, and such order gets activated if and when the security/derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security/derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security/derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### 1.5 Risk of News Announcements:

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

#### 1.6 Risk of Rumors:

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

#### 1.7 System Risk:

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

- 1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security/derivatives contract due to any action on account of unusual trading activity or security/derivatives contract hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion:

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

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

#### 2.1 Effect of 'Leverage' or 'Gearing':

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

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

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index/derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

#### 2.2. Currency specific risks:

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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:

- 2.3.1 An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 2.3.2 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:

- 2.4.1 If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2.4.2 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.
- 2.4.3 Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

#### 4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities/derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

#### GUIDANCE NOTE DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

#### **BEFORE YOU BEGIN TO TRADE**

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

#### TRANSACTIONS AND SETTLEMENTS

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

- c. On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d. You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and Email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or Email, by the end of the trading day, from the stock exchanges.

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

#### **DISPUTES/COMPLAINTS**

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

### DOCUMENT ON POLICIES AND PROCEDURES FOR TRADING/DEALINGS OF THE CLIENT ON CAPITAL MARKET/F & O SEGMENT OF BSE, NSE & MCX-SX

a. Refusal of orders for penny stocks: Penny Stocks will mean all stocks appearing in the list of illiquid securities issued by the exchanges from time to time. Also if the total contribution of the member in particular scrip is in excess of 10% for three consecutive days then it will be deemed to be a penny stock.

In case of a penny stock, member may at his sole discretion refuse to take orders for the clients.

This decision will be based on the details available with the member in respect of the followings:

- 1. Client credentials available with the member
- 2. Prevalent market conditions
- 3. Scrip specific details available with the member
- 4. Trading pattern of the client and the scrip

Member will take all the decisions in good faith and he will not be bound to give reasons for refusal to accept orders in penny stocks.

- **b. Setting up client's exposure limits**: Member does not guarantee any exposure limit to the client and the same will be at the discretion of the member.
- c. Applicable brokerage rate: Brokerage rate will be decided with the client individually having regard to the volume, services required, infrastructure requirements etc. In any case it will not exceed 1.5% of the transaction value.
- d. Imposition of penalty/delayed payment charges by either party: Notwithstanding the fact that the client has given running balance authorization to the member, the client will be charged 15 % interest p.a. on all delayed payment of funds from the date when payment becomes due till the date of payment to the member. The member may waive at his sole discretion, the levy of said interest having regard to the circumstances of each case.

In case of delayed payment of funds to the client wherein running balance authorization has not been obtained, the member will pay 15% interest p.a. on delayed payments based on the circumstances of each case and if the member deems it fit. The interest will be paid from the date when payment becomes due till the date of payment to the client.

- **e. Member's right to sell client's securities or close client's positions:** Member has the right to sell client's securities or close client's positions without giving notice to the client in the following circumstances.
  - 1. In case of non payment of settlement or margin obligation by the client or
  - 2. If the member and/or client has exceeded the limits prescribed by SEBI/Exchange from time to time or
  - 3. Due to illustrative circumstances mentioned at para i. hereinbelow

But member may at his discretion and having regard to the circumstances of each case, decide not to sell client's securities or close client position. Any profit or loss due to the act(s) of the member or otherwise will be borne solely by the client.

f. Shortages in obligations arising out of internal netting of trades: If shortage arises due to internal netting of trades then scrip will be bought from the market at the prevailing price and purchase value will be debited to the seller party and the securities will be delivered to the purchase party. Any loss or profit arising out of the same will be borne by the seller party alone.

g. Client not allowed to take further positions or closing of the existing position: The risk management policy of the member takes care of only normal circumstances as it is not practical for member to assume extreme situations while handling risk on a daily basis.

Extreme situations might be in the market or it might arise for a particular client due to increase in his individual risk or if market falls drastically in short period of time and the client makes substantial losses or due to any legal action of SEBI/exchange against the Client/Member such as levy of huge penalties, suspension or cancellation of the registration as the case may be or due to huge pay-in obligation of funds & securities on the member or due to happening of any event(s) due to which member is of the opinion that the client should not be allowed to take further position or his existing positions should be closed. The extreme situations described hereinabove are for illustrative purpose and the same are not exhaustive.

Hence, whenever extreme situations arise and it is not possible for the member to allow client to take further positions or if the client is required to close existing position then the member will do so on behalf of the client without any notice to the client and profit and loss whether actual or notional arising out of the same will be borne solely by the client.

- h. Temporarily suspending or closing a client's account: If the client wishes to temporarily suspend or close his account then the client will intimate about his willingness to do so in writing to the member at least 7 days in advance. The intimation will indicate start date and end date of the suspension. On receipt of the valid intimation the member will comply with the same.
- i. **Deregistering of the client:** Member may at his discretion deregister a client whether temporarily or permanently without giving any reasons for the same in the following circumstances. These circumstances are illustrative and not exhaustive.
  - 1. If the client fails to meet his obligation towards settlement or margin or when there is a dispute between client and the member.
  - 2. If the client makes losses and which in the opinion of the member is substantial having regard to the circumstances of the case.
  - 3. Happening of any event(s) due to which member is of the opinion that deregistration is imperative.
  - 4. The client without intimating the member deals in a company/scrip wherein he is an insider as per the provisions of SEBI (Prohibition of Insider Trading) Regulations, 1992.
  - 5. The client indulges into any of the activities whether directly or indirectly as referred to in Regulation 3 and 4 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 to the extent applicable to him.
  - 6. Due to any legal action of SEBI / Exchange against the Client.
  - 7. If the client has been introduced by sub-broker/remisier/authorised person/introducer as the case may be and the member is of the opinion that he wants to deregister his relationship with any of the said sub-broker/remisier/authorised person/introducer as the case may be.
  - 8. On receipt of notice, letter or order from any Statutory body/Government Department or from Local authorities/Income Tax Department/Service Tax Department/Judicial or Quasi Judicial authority directing member to deregister the client.
  - 9. Client lodges a complaint either directly with Member or through Exchange suspecting unauthorized trades being executed in his account by unknown or unauthorized person.

- 10. In case of demise of the Client.
- 11. In case of action taken either by FIU or any other competent legal entities or client being part of list of debarred entities published by SEBI or any other regulatory body.
- 12. Member may also initiate action for deregistering a client on basis of information found in sites of CIBIL, Watch out Investors etc. or may deregister the client if he is found to have suspicious back ground or linked with suspicious organization or illegal activity.
- j. Policy on Inactive Accounts: It has been observed that many a time client stops dealing with Member for a prolonged period of time. This leads to various kinds of risks for Member as well as for the market. Needless to say that it is utmost important to have a policy in this regard to define inactive clients and to deal with them. We have framed the policy under this backdrop. If a client has not dealt with Member for a continuous period of two years then he will become inactive client.

All the assets beloning to client and lying with us such as his credit balance, securities etc. will be returned to him within a week of his becoming Inactive client.

No dealer will entertain any calls for trading with respect to such clients unless clearance is received from the Compliance Officer. Such clients will be reverted back to the Compliance Officer. He will identify the clients based on voice, personal information etc. If necessary, he will insist for In-Person verification. After he is fully satisfied with the feedback etc., he will give his clearance & thereafter client will be allowed to trade by the dealer. This policy is circulated amongst all departmental heads and all dealers. The same is also displayed on our website.

k. Grievances Mechansim: As per the system formulated by the member, any complaint received is first written in the investor grievances register. The complaint is to be looked into within 24 hours by a four member committee representing 3 divisional heads and one director. Veracity of the complaint received is verified based on the documents received along with the complaint and internal enquiries. Every effort is to be made to resolve the complaint. Reply to the client is to be given within 48 hours. In case when client complaint is found to be genuine after due verification, the same should be resolved immediately and amicably irrespective of the amount involved and these types of complaint should not form part of the long pending complaints. In case when client complain is not found to be genuine then the client should be explained the same in person. This should be followed up by a detailed reply along with documentary evidences. If the client prefers arbitration then to co-operate fully in the arbitration and then the matter will be solved in accordance with respective Exchange Arbitration mechanism and legal proceedings.

I hereby acknowledge that I have received and understood this policies & procedures document.

X

Client's Signature 12

#### **TARIFF SHEET**

CASH SEGMENT				
Intra Day (per share) Delivery (per share)				per share)
Minimum (paise)	Percentage/Paise		Minimum (paise)	Percentage
	1st Leg	2 <sup>nd</sup> Leg		

INDEX FUTURES				
Intra Day (per share)		Subsequent Da	y (per share)	
Minimum (paise)	Percentage/Paise		Minimum (paise)	Percentage
	1 <sup>st</sup> Leg	2st Leg		

INDEX OPTIONS				
Minimum (paise) Percentage on Premium (per sha		emium (per share)	Amount	(per lot)
(per share)	1 <sup>st</sup> Leg	2 <sup>nd</sup> Leg (Intra Day)	Minimum (₹)	Maximum(₹)

EQUITY FUTURES				
Intra Day (per share)			Any Day (μ	per share)
Minimum (paise)	Percentage/Paise		Minimum (paise)	Percentage
	1st Leg	2st Leg		

EQUITY OPTIONS				
Minimum (paise) Percentage on Pre		emium (per share)	Amount	(per lot)
(per share)	1 <sup>st</sup> Leg	2 <sup>nd</sup> Leg (Intra Day)	Minimum (₹)	Maximum(₹)

The above rates are exclusive of Transaction Charges, Service Tax, Education Cess, Stamp Duty, and Securities Transaction Tax, which will be charged extra as per the rate prevailing from time to time.

Rates as mentioned hereinabove shall be applied unless special rates as may be agreed upon on case to case basis.

I agree

X

## PART - B VOLUNTARY DOCUMENTS

(As provided by the Stock Broker)

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#### VOLUNTARY

#### **AUTHORISATION BY CLIENT IN RESPECT OF HIS TRADING ACCOUNT**

NAME :	
ADDRESS:	
Date:	
To, UNIQUE STOCKBRO PVT. LTD.  Member: BSE Limited (BSE) Member: National Stock Exchange of India Limited (NSE) Member: MCX Stock Exchange Limited (MCX-SX) 61/8 Chandanbala, Road # 25C, Sion West, Mumbai – 400 022	
Dear Sirs,	
Sub: Authorisation in respect of my client account	
I have opened a client account in your company for Investment/Trading/Speculation/hedging in shares & securities in Cash & Derivatives Segment of BSE, NSE & MCX-SX. I hereby give you certain operational instructions with respect to the said dealings by me in relative segments of the Exchanges.	
In addition to the above, I would like to authorize you to execute following acts:	
1. I hereby instruct you that the daily contracts notes, quarterly/half yearly/yearly confirmation of funds/ securities authenticated by means of digital signatures for the trades executed may be delivered to me through Email. The same will be construed as valid delivery of these documents.	
For above purpose my Email id is	l!
4 & alternative Email id is  X	^
I hereby confirm that the above email id has been created by me and not by you.	
I also state that non-receipt of bounced mail notification to you shall tantamount to delivery of the contract note to my Email Id.	
I undertake to inform you any change in above email id(s) through a physical letter.	
Even if the contract is delivered on one of the Email id(s) then it will tantamount to sufficient compliance on your part.	
Thanking You,	
Yours Faithfully,	
x	

Client's Signature 16

#### VOLUNTARY

#### DECLARATION BY CLIENT IN RESPECT OF HIS TRADING ACCOUNT

	NAME :
	ADDRESS:
Date:	

To,

#### UNIQUE STOCKBRO PVT. LTD.

Member: BSE Limited (BSE)

Member: National Stock Exchange of India Limited (NSE)

Member: MCX Stock Exchange Limited (MCX-SX)

61/8 Chandanbala, Road # 25C, Sion West, Mumbai – 400 022

Dear Sirs,

#### Sub: Declaration in respect of my client account

As you are aware that we have entered into Stock Broker- Client Relationship. In addition to that, I would like to declare the followings.

- 1. Orders: My orders for purchase/sale of shares & securities will be given to you on telephone or orally during my visit to your office or through my authorized representative in the similar manner.
- 2. All trades, transactions and contracts are subject to the Rules, Bye Laws and Regulations of the respective Exchange as per the provisions of the respective Exchange.
- 3. I am aware that cancellation or modification of an order pursuant to my request is not guaranteed. The order will be cancelled or modified only if my request for cancellation of modification is duly received before the original order is executed.
- 4. I agree to pay brokerage, service tax and other taxes as applicable from time to time. I also agree to bear and be responsible for the payment of all stamp duties, levies, fees and other similar expenses etc.
- 5. I am fully aware that investment in securities carries risk & notwithstanding any recommendations made by you, I will take buy/sell decisions at my sole discretion after evaluating such risks and shall not hold you liable for any loss whether notional or actual arising from such purchase/sale.
- 6. You will not be responsible for any losses or damages resulting directly or indirectly from:
  - a. Any action, omission, suspension of trading decision or ruling of the exchange, regulatory body governmental body or other body or of other person which is beyond your control (including floor broker, exchange, dealing, clearing house); or
  - b. Any war, natural calamities, strike, lock-out, national disaster, act of terrorism, delay in postal service any other delay in the transmission of orders or other information or any other breakdown, failure or malfunction of any telecommunication or computer system or trading terminals.

- 7. The above force majeure events do not exempt me to fulfill the obligations in my account with the stock broker.
- 8. In consideration of your handling transaction carried out at the stock exchange I hereby agree that:
  - a. I shall not, acting alone or in concert with others, directly or indirectly, knowing or unknowingly to control or manipulate the particular scrip(s) with or without help of the management of that particular scrip(s).
  - b. All monies, securities etc. which you may hold on my account shall be subject to a general lien for the discharge of my obligations arising out of my trading with you.
- 9. I hereby confirm that you have informed me that you undertake proprietary trading.
- 10. I will take your prior permission before I deal in a Company/Scrip wherein I am an insider as per the provisions of SEBI (Prohibition of Insider Trading) Regulations, 1992.
- 11. I will not indulge into any of the activities whether directly or indirectly as referred to in regulation 3 and 4 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, to the extent applicable to me.
- 12. I hereby acknowledge that I have received and understood documents on Policies & Procedures and the same is acceptable to me.
- 13. I hereby declare that I am proprietor of M/s\_\_\_\_\_\_.
  I will be issuing cheques towards my debit from my Individual Bank Account only in respect of my individual trading account. However, in case if cheque is issued by me from my proprietorship firm bank account towards debit of individual account then it will construed as a valid payment towards obligation of individual and no dispute of whatsoever nature would be raised subsequently by me in respect of the said payment from proprietorship bank account.
- 14. I am aware of your website <u>www.uniquestockbro.com</u> wherein all communications that you as stockbroker give to your clients including policies, procedures and other related documents.
- 15. I have received my login ID and password for your website <a href="www.uniquestockbro.com">www.uniquestockbro.com</a> from where I can access my accounts position, trade position, daily margin details, ECN etc.
- 16. I have received and understood literature for PMLA requirements.
- 17. I have opted for monthly/quarterly option of account settlement for funds.
- 18. I have opted for receipt of trade confirmations on SMS from yourselves and my mobile number for the same is given hereinbelow:

Mobile Number					
---------------	--	--	--	--	--

Thanking You,

Yours Faithfully,

X

**Client's Signature 17** 

#### **VOLUNTARY**

# **RUNNING ACCOUNT AUTHORISATION**

NAME :_	 	 	· · · · · · · · · · · · · · · · · · ·
ADDRESS:_	 · · · · · · · · · · · · · · · · · · ·	 	
-	 	 	
-	 	 	

Date: To,

**UNIQUE STOCKBRO PRIVATE LIMITED** 

Member: BSE Limited (BSE)

Member: National Stock Exchange of India Limited (NSE) Member: Metropolitan Stock Exchange of India Limited (MSE)

61/8 Chandanbala, Road #25C, Sion West, Mumbai – 400 022

Dear Sirs,

#### **Sub: Running Account Authorization for funds**

I am dealing through you as a client in Capital Market ('**CM'**) and Future & Options ('**F&O'**) Segments. I have executed several documents/ mandates in connection with the same. In order to facilitate operations of my trading account opened under Unique Client Code (UCC) mentioned hereinbelow, I hereby give you an authority for maintenance of running account in respect of funds in accordance with the regulatory framework and guidelines issued from time to time.

1. You are hereby instructed that actual/ periodic settlement of funds shall be done by you at any day at least once within gap of 30 or 90 days between two settlements of running account in accordance with periodic settlement as indicated by me hereinbelow (hereinafter referred to as 'settlement period'). While settling the account you will send me a 'Statement of Account' containing an extract from my client ledger for funds along with the 'Retention Statement' explaining the retention of funds, if any. I shall prefer periodic settlement of funds at such frequency as given hereinbelow.

Unique Client Code (UCC)	
Settlement Period	My Preference
Once in a 30 days	
Once in a 90 days	

- 2. I also authorize you to retain following funds at the time of periodic settlement
  - Entire pay-in obligation of funds outstanding at the end of day on date of periodic settlement, across all segments
  - ii) Margin liability as on the date of settlement of running account, in all segments and additional margins (maximum up-to 125% of the Cumulative Margin liability of all segments on the day of periodic settlement). The margin liability shall include the end of the day margin requirement excluding the margin on crystalized obligation/ MTM. Hence, you can retain

- 225% of the total margin liability in all the segments across exchanges excluding the margin on crystalized obligation/ MTM.
- iii) You will first adjust the value of securities (after applying appropriate haircut) accepted as collateral from me by way of 'margin pledge' created in the Depository system for the purpose of margin as per the applicable provisions/ guidelines of margin collection and thereafter you shall adjust / retain the funds in accordance with SEBI Circular SEBI/HO/MIRSD/DOP/P/CIR/2021/577 dated June 16, 2021 and subsequent guidelines issued by Exchanges from time to time.
- iv) Excess pledged/re-pledged securities after considering the 225% margin liability as per point no. ii) hereinabove need not be unpledged for the purpose of periodic settlement
- 3. I would like to inform you that at any point of time if there is debit balance in my account, then I will make the payment before pay-in day notwithstanding running account to that extent.
- 4. I will bring any dispute arising from the 'statement of account' and/ or 'Retention Statement' of periodic settlement to your notice within 30 working days from the date of receipt of 'statement of account' and/ or 'Retention Statement'.
- 5. You are instructed to transfer the funds (net credit amount across all segments across all stock exchanges) lying in the credit of my account (net credit amount across all segments and across all stock exchanges) within one working day of my request and there shall be no inter-family adjustments.
- 6. I have read and understood the content of Policy & Procedures Document and I understand that no interest will be paid to me on the credit balances in my Account at any point of time.
- 7. Running account authorization received by you through my registered email id shall be considered as authorization in writing.
- 8. I may revoke this authorization at any time by giving notice of revocation in writing sent either physically or through my registered email Id. This running account authorization shall remain in force until it is revoked by me in writing in accordance with terms of SEBI Circular SEBI/MIRSD/Cir/01/2011 dated May 13, 2011.
- 9. I am aware that for the purpose of settlement of funds, the mode of transfer of funds shall be only by way of electronic transfer viz. NEFT, RTGS etc.

Thanking you,

Sincerely,

X

Client's Signature 18

# **VOLUNTARY**

# LETTER FOR OPERATING INSTRUCTIONS

	NAME :
	ADDRESS:
Date:	
Memb Memb Memb 61/8 0	er: BSE Limited (BSE) er: National Stock Exchange of India Limited (NSE) er: MCX Stock Exchange Limited (MCX-SX) handanbala, Road # 25C, /est, Mumbai – 400 022
Dear S	irs,
Sub:	Authorisation to Mr. / Mrs. / M/sto deal with your Company on my behalf
I have	become your client for buying shares and securities in cash derivatives market segment(s).
of the	e respective stock exchanges as mentioned above. In that connection, I authorise
Mr./N	rs. /M/s
•	of his / her / their representative(s) to represent me for all my share and securities dealings with ompany.
Also he	s/she/they shall be authorised to do the following acts/deeds etc. on my behalf.
1.	To place orders
2.	To take confirmation for orders
3.	To receive contracts/contract cum bills
4.	To collect payout cheques from you and give it to me/us and viceversa
5.	To make arrangements to receive/give shares in demat accounts
6.	To settle my account(s) with your firm
7.	To receive half yearly/yearly confirmation of funds/securities
8.	Any other matters as may be required to be complied in respect of my dealings
The	reby state that all acts/deeds etc. carried out by Mr./Mrs./M/s
	shall be binding on me.
Yours	Faithfully, I accept
Х	х
Client	's Signature 19 (Signature Name and Stamp)

# VOLUNTARY

# LETTER FOR SMS / EMAIL ADDRESS

	NAN	ЛЕ :_								
	ADD	RESS:_								
		_								
Date:										
To, UNIQUE STOCKBRO PVT. LTD.  Member: BSE Limited (BSE)  Member: National Stock Exchange of India Limited (NSE)  Member: Metropolitan Stock Exchange of India Limited (MSE)  61/8 Chandanbala, Road # 25C,  Sion West, Mumbai – 400 022										
Sub: Letter for registration of Mobile Number/Email Address										
Dear Sir/Madam, I, Mr/Ms								do	hereby	
instruct you to register mobile number and Email address (as given hereinbelow) belonging to me										
or my family member Mr/Ms										
who is my Father/Mother/Son/Daughter/Spouse. We belong to the same family ("Family" for this										
purpose would mean self, spouse,	dependent	childre	en and	deper	ndent p	parents	s).			
In view of the above, please regist alerts and other communication from				ber ar	nd/or E	mail a	ddress	for re	ceiving	
UCC Code										
Mobile Number										
Email Address						•	•			
Family Member's Signature (applicable in cases where family member's email address or mobile number is given)										
	AN	ID / O	R							
I Mr./Mrs					<del> </del>					
do hereby declare that I do not have to you and/or Exchanges.	e any <b>⊿</b> mob	ile nur	mber aı	nd/or	<b>⊵</b> Ema	il id wh	nich ca	n be p	rovided	
Yours Faithfully,										

X

# ADDITIONAL LITERATURE FOR ANTI MONEY LAUNDERING (AML) REQUIREMENTS

## What is Money Laundering?

The goal of a large number of criminal acts is to generate a profit for the individual or group that carries out the act. Money laundering is the processing of these criminal proceeds to disguise their illegal origin. This process is of critical importance, as it enables the criminal to enjoy these profits without jeopardising their source.

Illegal arms sales, smuggling, and the activities of organised crime, including for example drug trafficking and prostitution rings, can generate huge amounts of proceeds. Embezzlement, insider trading, bribery and computer fraud schemes can also produce large profits and create the incentive to "legitimise" the ill-gotten gains through money laundering.

When a criminal activity generates substantial profits, the individual or group involved must find a way to control the funds without attracting attention to the underlying activity or the persons involved. Criminals do this by disguising the sources, changing the form, or moving the funds to a place where they are less likely to attract attention.

In response to mounting concern over money laundering, the Financial Action Task Force on money laundering (FATF) was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

#### How much money is laundered per year?

By its very nature, money laundering is an illegal activity carried out by criminals which occurs outside of the normal range of economic and financial statistics. Along with some other aspects of underground economic activity, rough estimates have been put forward to give some sense of the scale of the problem.

The International Monetary Fund, for example, has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between US Dollar (USD) 590 billion and USD 1.5 trillion. The lower figure is roughly equivalent to the value of the total output of an economy the size of Spain.

However it must be said that overall it is absolutely impossible to produce a reliable estimate of the amount of money laundered and therefore the FATF does not publish any figures in this regard.

### How is money laundered?

In the initial - or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders, etc.) that are then collected and deposited into accounts at another location.

After the funds have entered the financial system, the second – or layering – stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channelled through the purchase and sales of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not co-operate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

Having successfully processed his criminal profits through the first two phases the launderer then moves them to the third stage – integration – in which the funds re-enter the legitimate economy. The launderer might choose to invest the funds into real estate, luxury assets, or business ventures.

# Where does money laundering occur?

As money laundering is a consequence of almost all profit generating crime, it can occur practically anywhere in the world. Generally, money launderers tend to seek out countries or sectors in which there is a low risk of detection due to weak or ineffective anti-money laundering programmes. Because the objective of money laundering is to get the illegal funds back to the individual who generated them, launderers usually prefer to move funds through stable financial systems.

Money laundering activity may also be concentrated geographically according to the stage the laundered funds have reached. At the placement stage, for example, the funds are usually processed relatively close to the under-lying activity; often, but not in every case, in the country where the funds originate.

With the layering phase, the launderer might choose an offshore financial centre, a large regional business centre, or a world banking centre – any location that provides an adequate financial or business infrastructure. At this stage, the laundered funds may also only transit bank accounts at various locations where this can be done without leaving traces of their source or ultimate destination.

Finally, at the integration phase, launderers might choose to invest laundered funds in still other locations if they were generated in unstable economies or locations offering limited investment opportunities.

# How does money laundering affect business?

The integrity of the banking and financial services marketplace depends heavily on the perception that it functions within a framework of high legal, professional and ethical standards. A reputation for integrity is the one of the most valuable assets of a financial institution.

If funds from criminal activity can be easily processed through a particular institution – either because its employees or directors have been bribed or because the institution turns a blind eye to the criminal nature of such funds – the institution could be drawn into active complicity with criminals and become part of the criminal network itself. Evidence of such complicity will have a damaging effect on the attitudes of other financial intermediaries and of regulatory authorities, as well as ordinary customers.

As for the potential negative macroeconomic consequences of unchecked money laundering, one can cite inexplicable changes in money demand, prudential risks to bank soundness, contamination effects on legal financial transactions, and increased volatility of international capital flows and exchange rates due to unanticipated cross-border asset transfers. Also, as it rewards corruption and crime, successful money laudering damages the integrity of the entire society and undermines democracy and the rule of the law.

# What influence does money laundering have on economic development?

Launderers are continuously looking for new routes for laundering their funds. Economies with growing or developing financial centres, but inadequate controls are particularly vulnerable as established financial centre countries implement comprehensive anti-money laundering regimes.

Differences between national anti-money laundering systems will be exploited by launderers, who tend to move their networks to countries and financial systems with weak or ineffective countermeasures.

Some might argue that developing economies cannot afford to be too selective about the sources of capital they attract. But postponing action is dangerous. The more it is deferred, the more entrenched organised crime can become.

As with the damaged integrity of an individual financial institution, there is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting money laundering and terrorist financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

# What is the connection with society at large?

The possible social and political costs of money laundering, if left unchecked or dealt with ineffectively, are serious. Organised crime can infiltrate financial institutions, acquire control of large sectors of the economy through investment, or offer bribes to public officials and indeed governments.

The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society. In countries transitioning to democratic systems, this criminal influence can undermine the transition. Most fundamentally, money laundering is inextricably linked to the underlying criminal activity that generated it. Laundering enables criminal activity to continue.

## How does fighting money laundering help fight crime?

Money laundering is a threat to the good functioning of a financial system; however, it can also be the Achilles heel of criminal activity.

In law enforcement investigations into organised criminal activity, it is often the connections made through financial transaction records that allow hidden assets to be located and that establish the identity of the criminals and the criminal organisation responsible.

When criminal funds are derived from robbery, extortion, embezzlement or fraud, a money laundering investigation is frequently the only way to locate the stolen funds and restore them to the victims.

Most importantly, however, targeting the money laundering aspect of criminal activity and depriving the criminal of his ill-gotten gains means hitting him where he is vulnerable. Without a usable profit, the criminal activity will not continue.

#### What should individual governments be doing about it?

A great deal can be done to fight money laundering, and, indeed, many governments have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon – both within the government and the private business sector – and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem.

Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize and ultimately confiscate criminally derived assets; and building the necessary framework for permitting the agencies involved to exchange information among themselves and with counterparts in other countries.

It is critically important that governments include all relevant voices in developing a national antimoney laundering programme. They should, for example, bring law enforcement and financial regulatory authorities together with the private sector to enable financial institutions to play a role in dealing with the problem. This means, among other things, involving the relevant authorities in establishing financial transaction reporting systems, customer identification, record keeping standards and a means for verifying compliance.

#### Should governments with measures in place still be concerned?

Money launderers have shown themselves through time to be extremely imaginative in creating new schemes to circumvent a particular government's countermeasures. A national system must be flexible enough to be able to detect and respond to new money laundering schemes.

Anti-money laundering measures often force launderers to move to parts of the economy with weak or ineffective measures to deal with the problem. Again, a national system must be flexible enough to be able to extend countermeasures to new areas of its own economy. Finally, national governments need to work with other jurisdictions to ensure that launderers are not able to continue to operate merely by moving to another location in which money laundering is tolerated.

# Who can I contact if I suspect a case of money laundering?

The FATF is a policy-making body and has no investigative authority. In respect to investigating a company and persons involved in money laundering, individuals need to contact their local investigative authorities.

# SNAPSHOT OF POLICY AND PROCEDURE FOR PMLA

- 1. The Prevention of Money Laundering Act, 2002 (PMLA) came into effect from 1st July 2005.
- 2. Stock-broker is required to maintain records and report transactions which are suspicious, and cash transactions.
- 3. Objective of the Act is to prevent money laundering and terrorist financing.
- 4. Customer due diligence measures will be implemented which includes verification of identity and address of the customer, identifying beneficial ownership and control, conducting ongoing due diligence and scrutiny.
- 5. No account to be opened in fictitious/benami name or on an anonymous basis.
- 6. KYC, Mandatory & Voluntary Client Registration Documents.
- 7. Identity of the client should not match with any person having known criminal background or is not banned in any other manner.
- 8. Customers will be categorized into higher or lower risk category depending on circumstances of each case and risk based approach will be followed while scrutinizing transactions.
- 9. Transactions of Clients falling into special categories such as Non-resident clients, High net-worth clients, Companies having close family shareholdings or beneficial ownership, politically exposed persons and so on will be monitored accordingly.
- 10. Suspicious Transaction will be Monitored & Reported to Financial Intelligence Unit-India.
- 11. Employees will be hired and trained keeping in view objectives of PMLA.
- 12. Detailed policy is available with the Stock Broker/Depository Participant and copy can be obtained on demand.

I have read and understood the above.

X

**Client's Signature** 

# CLIENT MASTER RECORD

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