

**KB CAPITAL MARKETS PVT. LTD.**  
**REGD. OFFICE : 25 SWALLOW LANE, WARDLEY HOUSE,**  
**2ND FLOOR, KOLKATA – 700001.**  
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**CORPORATE OFFICE : 25A SHAKESPEARE SARANI, THE LEGACY,**  
**3RD FLOOR, KOLKATA – 700017.**  
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MEMBER : THE NATIONAL STOCK EXCHANGE OF INDIA LTD.  
MEMBER : THE BOMBAY STOCK EXCHANGE

SEBI REGN. NO. NSE : INZ000250232



### NON-INDIVIDUAL CLIENT REGISTRATION FORM

CLIENT NAME : \_\_\_\_\_

CLIENT CODE : \_\_\_\_\_ DATE OF ACCOUNT OPENING : \_\_\_\_\_

The information contained in this profile will be kept strictly confidential and shall be the sole property of the trading member and would not be disclosed unless required by law or except with your express permission.

As required by SEBI vide their Circ. No. SEBI/MRD/SE/Cir-42/2003, we disclose that our Company also trades in Proprietary Account.

## ACCOUNT OPENING KIT

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**Name of stock broker/trading member/clearing member :** KB CAPITAL MARKETS PVT. LTD.

**SEBI Registration No. and date :** INZ000250232 dtd 29-03-2019

**Registered office address :** Wardley House, 2<sup>nd</sup> Floor, 25 Swallow Lane, Kolkata – 700001.

Ph : 033-22305215 Fax : 033-22306146 Website : [www.kbcapital.in](http://www.kbcapital.in)

**Correspondence office address :** The Legacy, Unit 31, 25A Shakespeare Sarani, Kolkata – 700017.

Ph : 033-40347000 Fax : 033-40347070 Website : [www.kbcapital.in](http://www.kbcapital.in)

**Compliance officer name, phone no. & email id :** Prashant Khandelwal, 40347007, [prashant@kbc.in](mailto:prashant@kbc.in)

**CEO name, phone no. & email id :** Prashant Khandelwal, 40347007, [prashant@kbc.in](mailto:prashant@kbc.in)

*For any grievance/dispute please contact stock broker (KB Capital Markets Pvt. Ltd.) at the above address or email id- [trade\\_ig@kbc.in](mailto:trade_ig@kbc.in) and Phone no. 91-33-40347000. In case not satisfied with the response, please contact the concerned exchange(s) at [ignse@nse.co.in](mailto:ignse@nse.co.in) and Phone No. 91-33-40400400; [isc.kolkata@bseinda.com](mailto:isc.kolkata@bseinda.com) and Phone No. 91-33-22821361.*

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

**For Non-Individuals**

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

<b>A. IDENTITY DETAILS</b>	
1. <b>Name of the Applicant:</b>	
2. <b>Date of incorporation:</b> /    /	<b>Place of incorporation:</b>
3. <b>Date of commencement of business:</b> /    /	
4. <b>a. PAN:</b>	<b>b. Registration No. (e.g. CIN):</b>
5. <b>Status (please tick any one):</b> Private Ltd Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/FII/HUF/AOP/Bank/Government Body/Non Government Organization/Defense Establishment/BOI/Society/LLP/Others (please specify) _____	

<b>B. ADDRESS DETAILS</b>			
1. <b>Address for correspondence:</b>			
City/town/village:	Pin Code:	State:	Country:
2. <b>Contact Details:</b>	Tel (O):	Tel (R):	Fax:
	Email:		
3. <b>Specify the proof of address submitted for correspondence address:</b>			
4. <b>Registered Address</b> (if different from above):			
City/town/village:	Pin Code:	State:	Country:
5. <b>Specify the proof of address submitted for registered address:</b>			

<b>C. OTHER DETAILS</b>	
1. <b>Gross Annual Income Details</b> (please specify): Income Range per annum (In Rs lacs): Below 1 / 1-5 / 5-10 / 10-25 / 25-100 / above 100	
2. <b>Net-worth as on</b> /    /    : _____ (should not be older than 1 year)	
3. <b>Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:</b>	
(please use separate sheets)	
4. <b>DIN/UID of Promoters/Partners/Karta and whole time directors:</b> (please use separate sheets)	
5. <b>Please tick, if applicable, for any of your authorized signatories / Promoters / Partners / Karta / Trustee / whole time directors:</b> <input type="checkbox"/> Politically Exposed Person (PEP) / <input type="checkbox"/> Related to a Politically Exposed Person (PEP)	
6. <b>Any other information:</b>	

<b>DECLARATION</b>	
I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.	
<b>Name &amp; Signature of the Authorised Signatory:</b>	<b>Date:</b> /    /

<b>FOR OFFICE USE ONLY</b>	
<input type="checkbox"/> (Originals verified) True copies of documents received <input type="checkbox"/> (Self-Attested) Self Certified Document copies received	
<b>Signature of the Authorised Signatory</b>	<b>Seal/Stamp of the intermediary</b>
<b>Date:</b> /    /	

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### **A. IMPORTANT POINTS:**

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

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

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

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

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

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

#### **D. Exemptions/clarifications to PAN**

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

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

#### **E. List of people authorized to attest the documents:**

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

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

<b>Types of entity</b>	<b>Documentary requirements</b>
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of Trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Unincorporated association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Army/ Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

**TRADING ACCOUNT RELATED DETAILS**

<b>A. BANK ACCOUNT(S) DETAILS</b>					
Bank Name	Branch address	Bank account no.	Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	MICR Number	IFSC code

<b>B. DEPOSITORY ACCOUNT(S) DETAILS</b>				
Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

<b>C. TRADING PREFERENCES</b>				
*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.				
Exchanges	Segments			
National Stock Exchange	Cash		Currency Derivative	
	F&O		Name of other Segments, if any	
Bombay Stock Exchange	Cash		Name of other Segments, if any	
	F&O			

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

<b>D. PAST ACTIONS</b>
<ul style="list-style-type: none"> <li>Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during _____ the _____ last _____ 3 _____ years: .....</li> </ul>

<b>E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS</b>			
<ul style="list-style-type: none"> <li>If client is dealing through the sub-broker, provide the following details:</li> </ul>			
Sub-broker's Name:	SEBI Registration number:		
Registered office address:	Ph:	Fax:	Website:
<ul style="list-style-type: none"> <li>Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)</li> </ul>			
Name of stock broker:	Name of Sub-Broker, if any:		
Client Code:	Exchange:		
Details of disputes/dues pending from/to such stock broker/sub- broker:			

<b>F. ADDITIONAL DETAILS</b>
<ul style="list-style-type: none"> <li>Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): Specify your Email id, if applicable:</li> </ul>
<ul style="list-style-type: none"> <li>Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):</li> </ul>
<ul style="list-style-type: none"> <li>Number of years of Investment/Trading Experience:</li> </ul>
<ul style="list-style-type: none"> <li>In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others: .....</li> </ul>
<ul style="list-style-type: none"> <li>Delivery of Account Opening Kit (please select one): Electronic / Physical</li> </ul>
<ul style="list-style-type: none"> <li>Any other information:</li> </ul>



<b>G. INTRODUCER DETAILS (optional)</b>			
Name of Introducer:			
Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please specify:			
Address and phone no. of the Introducer:		Signature of the Introducer :	

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

FOR OFFICE USE ONLY		
UCC Code allotted to the Client:		
	Documents verified with Originals	UCC Uploaded by
Name of the Employee		
Employee Code		
Designation of the employee		
Date		
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.*

.....  
Signature of the Authorised Signatory

Date .....

Seal/Stamp of the stock broker

INSTRUCTIONS / CHECK LIST
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1. Additional documents in case of trading in derivatives segments - illustrative list:

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

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For non-individuals:
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

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

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

**CLIENT INFORMATION**

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

**MARGINS**

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

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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

## **LIQUIDATION AND CLOSE OUT OF POSITION**

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

artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number,

trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
37. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

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

38. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
39. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
40. 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.
41. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

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

## **LAW AND JURISDICTION**

44. 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.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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 whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.



## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

### **1. BASIC RISKS:**

#### **1.1 Risk of Higher Volatility:**

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

#### **1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives

contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

### **1.3 Risk of Wider Spreads:**

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

### **1.4 Risk-reducing orders:**

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

**1.4.1** A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

**1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

**1.4.3** A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

### **1.5 Risk of News Announcements:**

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

### **1.6 Risk of Rumors:**

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

### **1.7 System Risk:**

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

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

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

## **1.8 System/Network Congestion:**

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

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

### **2.1 Effect of "Leverage" or "Gearing":**

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

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

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

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

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

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

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

### **2.2 Currency specific risks:**

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

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

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and

sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### **2.3 Risk of Option holders:**

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

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

### **2.4 Risks of Option Writers:**

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

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

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

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

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

### **4. GENERAL**

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

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

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

### BEFORE YOU BEGIN TO TRADE

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

### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a. Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b. The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c. On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d. You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

#### **IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

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

#### **DISPUTES / COMPLAINTS**

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

## POLICIES & PROCEDURES

### **Refusal to accept orders for Penny Stocks**

We shall not accept orders for penny stocks (identified as illiquid by the Exchange) with an order price which can change the price of the scrip beyond 1% compared to the previous day's close or the last traded price on the Exchange. The list of illiquid stocks is available on the Exchange website and is updated on a monthly basis.

### **Setting up of client's exposure limit**

Client's exposure shall be set at 5 times the margin available. Any additional exposure limits shall be made available at the sole discretion of the member.

### **Applicable Brokerage Rate**

The rate of brokerage charged on trades shall be as defined in the KYC document. Any upward revision in the brokerage rate shall be duly communicated to the client in writing well in advance. However the same shall never exceed 2.5% of the rate of the scrip.

### **Imposition of penalty/delayed payment charges**

All obligations shall be cleared as per the pay-in/pay-out schedule of the exchange. An interest of 18% shall be applicable on any delay beyond the pay-in / pay-out date. Waiver of interest shall be at the sole discretion of the member. The client may claim interest on delay in payout from the member only if he has opted for not maintain a running ledger balance.

Any other penalty applicable by the Exchange on non-delivery / auction of shares / trade in securities (derivatives segment) under ban period / non-payment of margin as per Exchange requirement (Derivatives segment) shall be borne by the client on actuals.

### **Right to sell client's securities or close clients' position**

The member reserves the right to sell client's securities to recover any outstanding dues from the client which have been pending for over 7 days. Further no intimation shall be given to the client before such a sale. However, the sale shall be only to the extent of the amount due from the client. Similarly the member reserves the right to close out client's positions in the derivatives segment, if the margin obligations are not complied by the client on time.

### **Shortage in obligations arising out of internal netting of trades**

This procedure shall be followed only when the securities deliverable by the client in the settlement is deliverable to another client of the member.

Under normal circumstances, any shortage of delivery by the client shall be covered latest by the pay-in date+1. The delivery of these shares (as received from the exchange) shall be delivered directly to the client who was to receive the shares originally.

In case the buying client has sold the shares on the Trade Date + 1, and hence unable to meet his obligation due to this shortage, the selling client shall bear the costs as incurred by the buying client.

### **Conditions under which a client may not be allowed to take further position or the broker may close existing position of a client.**

The member may disallow a client to take positions in securities in which the open position exceeds 90% of the limit. However, if the transaction has been inadvertently carried out, the member reserves the right to close out existing position of the client, which have been taken post the violation of the 90% band.

At times due to excessive volatility, the member at his sole discretion shall demand additional margin from the client based on his open positions. The member may refuse to increase positions of the client, till such time the additional margin requirements are fulfilled by the client.

**Temporary suspension or closure of client's account at the client's request.**

The client may request temporary suspension / closure of his account with the member at any time via a written communication, provided all his outstanding dues have been cleared until that date and the client does not have any open positions in any segment of the exchange. In case of suspension, the client may reactivate his account by intimating the member in writing, however closed accounts would only be re-opened after execution of fresh set of documents.

**Deregistering a client.**

The member may deregister a client's account at his discretion based on the dealings of the client. The same shall be duly communicated in writing to the client.



## TARRIFF SHEET

Tarriff Head	Tarriff Rate
1. Brokerage on Delivery	
2. Brokerage on Sq. Off	
3. Min. Brokerage / Share	
4. Min. Brokerage / Order	
5. Brokerage on Index Futures	
6. Brokerage on Stock Futures	
7. Brokerage on Index Options	
8. Brokerage on Stock Options	
9. Goods & Service Tax	Rates as prescribed by the Govt., to be borne by the client
10. Stamp Duty	Rates as prescribed by the Govt., to be borne by the client
11. Securities Transaction Tax	Rates as prescribed by the Govt., to be borne by the client
12. Any other charges	None
13. Brokerage on Auctions	
14. Delayed Payment Charges	@ 18% p.a. for the period of delay
15. Penalty on Auctions	As debited by the Exchange
16. Penalty on F&O Segment	As debited by the CM / Exchange

**DETAILS OF DIRECTORS / PROMOTERS / PARTNERS / AUTHORISED PERSONS / KARTA / PROPRIETOR**

Name :		<p align="center">PHOTOGRAPH</p> <p align="center">Please affix your recent passport size photograph and sign across it</p>
PAN :	DIN/UID :	
Residential Address :		
Designation		
Signature		

Name :		<p align="center">PHOTOGRAPH</p> <p align="center">Please affix your recent passport size photograph and sign across it</p>
PAN :	DIN/UID :	
Residential Address :		
Designation		
Signature		

Name :		<p align="center">PHOTOGRAPH</p> <p align="center">Please affix your recent passport size photograph and sign across it</p>
PAN :	DIN/UID :	
Residential Address :		
Designation		
Signature		

Name :		<p align="center">PHOTOGRAPH</p> <p align="center">Please affix your recent passport size photograph and sign across it</p>
PAN :	DIN/UID :	
Residential Address :		
Designation		
Signature		

**Note: Please provide the details of all directors/partners and please use extra sheets if necessary.**

**Format of Board Resolution in case of Corporates**

(on the letterhead of the company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF M/S.  
\_\_\_\_\_ (NAME OF THE COMPANY) HAVING ITS REGISTERED OFFICE AT  
\_\_\_\_\_ HELD ON \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_

RESOLVED that the company do agree with M/s. KB Capital Markets Pvt. Ltd. ("the Stock Broker") Member of National Stock Exchange of India Ltd.(NSE) & Bombay Stock Exchange (BSE) for the purpose of dealing on Capital Market Segment, Futures & Options Segment or any other segment that may be introduced by NSE/BSE "the stock Broker" in future and the said Trading Member be and is hereby authorised to honour instruction, oral or written, given on behalf of the company by any of the under noted signatories:

Sr. No.	Name	Designation
---------	------	-------------

1.

2.

3.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and/or Mr. \_\_\_\_\_  
\_\_\_\_\_ directors and/or Mr. \_\_\_\_\_

Authorised Signatory of the company be and are hereby authorised to sign, execute and submit such applications, undertakings agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT the common seal of the company be affixed, wherever necessary, in the presence of any directors or of any one director and company secretary, who shall sign the same in token of the presence

For \_\_\_\_\_

Signature of Chairman/Company Secretary

Specimen Signature of Authorised Persons

Sl No.	Name	Signatures
--------	------	------------

1.

2.

3.

**VOLUNTARY  
Declaration by Client**

Date \_\_\_\_\_

M/s. KB Capital Markets Pvt. Ltd.  
The Legacy, 3rd Floor  
25A Shakespeare Sarani  
Kolkata – 700017.

Dear Sir,

I/We hereby declare that :

- a) I/We am/are not acting as a sub-broker and all the transactions executed by you are on my/our behalf.
- b) The periodic statement of accounts sent to me by KB Capital Markets Pvt. Ltd. shall be acceptable and binding on me/us if not objected by me/us within 30 days of receipt of the same.
- c) Any document, statement of accounts or any other advice sent to me in electronic form shall be acceptable to me and shall be treated as physically delivered.
- d) I/We have been made to understand that KB Capital Markets Pvt. Ltd. also does proprietary trading.

Thanking you,

**VOLUNTARY  
Running Account Authorisation**

Date \_\_\_\_\_

KB Capital Markets Pvt. Ltd  
The Legacy, 3rd Floor  
25A Shakespeare Sarani  
Kolkata: 700 017.

Dear Sir,

I/We intend to trade through you on a regular basis.

I/We do not want to collect payments against each and every trade/settlement from you and instead I/we want to adjust my/our due pay out funds against my /our pay in obligations in another settlement. Hence you are requested to maintain a running account for me/us with you. However, the actual settlement of funds shall be done at least once in a calendar quarter\* / month\*.

This authorisation shall stand valid till such time the same is revoked by us in writing.

Thanking You.  
Yours faithfully,

- Notes:
1. \* Tick as per your preference
  2. This authorisation shall be signed by the client only and not by any authorised person or Power of attorney holder on behalf of the client.

## VOLUNTARY

### Demat Debit and Pledge Instructions (DDPI)

KNOW ALL MEN BY THESE PRESENTS THAT,

I / We \_\_\_\_\_

S/o, D/o, \_\_\_\_\_ aged about \_\_\_\_\_ Yrs

I / We \_\_\_\_\_

S/o, D/o, \_\_\_\_\_ aged about \_\_\_\_\_ Yrs

I / We \_\_\_\_\_

S/o, D/o, \_\_\_\_\_ aged about \_\_\_\_\_ Yrs

Residing / having our office/registered office at \_\_\_\_\_

an individual / a sole proprietary concern / a partnership firm / a body corporate/ trust, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act 1956 or any relevant Act, (hereinafter referred to as "**Beneficial Owner**")

Whereas I / we hold Beneficial Owner account number(s) \_\_\_\_\_ with National Securities Depository Limited (NSDL), through **KB Capital Markets Private Limited** registered with Securities and Exchange Board of India (SEBI) bearing Id **IN-DP-65-2015**, having its registered office at **Wardley House, 2<sup>nd</sup> Floor, 25 Swallow Lane, Kolkata: 700 001**, and Corporate office at **The Legacy, 3<sup>rd</sup> Floor, 25A Shakespeare Sarani, Kolkata: 700 017**, hereinafter called "**KBCMPL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, successors and assigns by way of amalgamation and/or merger.

And Whereas

I/We are desirous to buy and sell securities through KBCMPL who is a Member of National Stock Exchange of India Limited (NSE), (hereinafter referred to as "the Exchange") bearing SEBI registration No. SEBI Registration INZ000250232.

Whereas in the course of availing the services and for meeting the margin and settlement obligation thereof on the exchanges and in order to make the process more transparent and simpler, I / We explicitly agree to access my / our BO account by **KBCMPL** for the limited purposes as mentioned herein.

SI	Purpose	Signature of the Client*	
1	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through KBCMPL.	1 <sup>st</sup> Holder	✓
		2 <sup>nd</sup> Holder	✓
		3 <sup>rd</sup> Holder	✓
2	Pledging / Re-pledging of securities in favour of Trading Member (TM) / Clearing Member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange through KBCMPL.	1 <sup>st</sup> Holder	✓
		2 <sup>nd</sup> Holder	✓
		3 <sup>rd</sup> Holder	✓
3	Mutual Fund transactions being executed on Stock Exchange order entry platforms.	1 <sup>st</sup> Holder	✓
		2 <sup>nd</sup> Holder	✓
		3 <sup>rd</sup> Holder	✓
4	Tendering shares in open offers through Stock Exchange platform	1 <sup>st</sup> Holder	✓
		2 <sup>nd</sup> Holder	✓
		3 <sup>rd</sup> Holder	✓

\* The same may be signed or signed physically.

I / We hereby authorize **KB Capital Markets Private Limited** to transfer the securities from my /our beneficiary account to the given demat accounts as mentioned herein below towards delivery settlement arising out of trades executed on the Stock Exchange and Pledging / Re-pledging of securities in favour of trading member (TM) / Clearing Member (CM) / Clearing Corporation towards meeting margin requirements.

Beneficiary Id	CM BP Id	Purpose
IN301723 10000067	IN558043	NSE Payin
IN301723 10017567		Client Securities Margin Pledge Account
IN301723 10017358		Client Unpaid Securities Account

I / We hereby agree that all such acts done by my /our above-mentioned accounts shall be deemed to be acts done by me / us.

This is a Revocable Demat Debit and Pledge Instructions (DDPI).

I / We agree that KBCMPL would return to client(s), the securities or fund that may have been received by it erroneously or those securities or fund that it was not entitled to receive from client(s). I / We further agree and confirm that the powers and authorities conferred by this Demat Debit and Pledge Instructions (DDPI) shall continue until it is revoked as per a communication in writing issued to KBCMPL by me/us and that the said revocation shall be effective from the date on which the revocation notice is received by KBCMPL in its Corporate office at **The Legacy, 3rd Floor, 25A Shakespeare Sarani, Kolkata: 700 017.**

Signed and delivered by the within named Beneficial Owner/s.

**Date:** \_\_\_\_\_

1 <sup>st</sup> Holder	2 <sup>nd</sup> Holder	3 <sup>rd</sup> Holder
✓	✓	✓

We accept.

For **KB Capital Markets Pvt. Ltd. (Stock Broker)**

Authorised Signatory