# Annexure - 1 ACCOUNT OPENING KIT

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MANDATORY SECTION					
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MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI, EXCHANGES & DEPOSITORY					
1	Account Opening Form	about tl	form - Document captures the basic information ne constituent and an instruction/check list.	A1 - A2	
		relevan	ument captures the additional information about the constituent to trading account and an instruction/check list.	A3 - A8	
2	Rights and Obligations	sub-bro	ent stating the Rights & Obligations of stock broker/trading member, oker and client for trading on exchanges (including additional abligations in case of internet/wireless technology based trading).	B1 - B6	
3	Risk Disclosure Document (RDD)	Docum	ent detailing risks associated with dealing in the securities market.	C1 - C4	
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## **ANUSH SHARES & SECURITIES PVT. LTD.**

SEBI Regn No. & date: INB/F 231	445330 / 26-07-2011-NSE, INB 040817	131/10-11-1995-MSE	
Registered office address: _	No. 247 (Old No. 119), R.K. MU	TT ROAD, CHENNAI - 600 028.	
Ph: <b>044-24616721/23</b> F.	ax: <b>044-24614198</b>	Website: www.anushshares.co	om
Compliance officer name, phone	e no. & email id:		
CEO name, phone no. & er			
			LDI

For any grievance/dispute please contact Anush (name) at the above address or email id-help@anushshares.com and Phone no. 91-044-24616721/23. In case not satisfied with the response, please contact

For NSE: ignse@nse.co.in and Phone No. (022) 26598190 For BSE: is@bseindia.com and Phone No. (022) 22711233-34

### Annexure - 2

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Individuals

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLI	SH and in BLOCK LETTERS.		and sign across it
A. IDENTITY DETAILS			
1. Name of the Applicant:			
2. Father's/ Spouse Name: _			
		c. Date of birth:	
4. a. Nationality:	b. Sta	tus: Resident Individual/ Non Res	sident/ Foreign National
5. a. PAN:	b. Unique Identification	Number (UID)/ Aadhaar, if any:	
6. Specify the proof of Iden	tity submitted:		
<ul><li>B. ADDRESS DETAILS</li><li>1. Address for corresponder</li></ul>	nce:		
	City/town/village:	Pin Coo	de:
		Country:	
2. Contact Details: Tel. (O	ff.) (Res.	) Mobile:	
3. Specify the proof of add	ress submitted for corresponden	ice address:	
4. Permanent Address (if diffe	erent from above or overseas add	dress, mandatory for Non-Resident A	pplicant):
,		City/town/village	
Pin Code:		Country:	
		Idress:	
C. OTHER DETAILS	·		
Lac / >25 Lacs or		nge per annum: Below Rs 1 Lac / 1	
Net-worth as on (date)	(	) (Net worth should not be	older than 1 year)
		ate Sector/ Public Sector/ Governme s	
3. Please tick, if applicable: F	Politically Exposed Person (PEP)/	Related to a Politically Exposed Pers	son (PEP)
4. Any other information:			
DECLARATION			
undertake to inform you of ar		correct to the best of my knowledge and case any of the above information by be held liable for it.	
1			
Signature of the Applicant		Date:	(dd/mm/yyyy)
	FOR OFFICE	USE ONLY	
☐ (Originals verified) True o	copies of documents received		
☐ (Self-Attested) Self Certif	ied Document copies received		
(	·		
Signature of the Authorised			

Date .....

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Non-Individuals

PHOTOGRAPH

Please affix your recent passport

Please fill this form in ENGLISH	and in BLOCK LETTERS.			size photograph
A. IDENTITY DETAILS				and sign across it
1. Name of the Applicant :				
2. Date of incorporation :				
3. Date of commencement of				
4. a. PAN:		stration No. (e.g.	CIN):	
5. Status (please tick any one):				/A G D / B / G
Private Limited Co./Public Ltd. Body/Non-Government Organi				
B. ADDRESS DETAILS				
1. Address for correspondence				
State:				
2. Contact Details: Tel. (Off.) _				
Fax:				
3. Specify the proof of addre				
4. Registered Address (if differ				
	Chata			
Pin Code:				
5. Specify the proof of address	ss submitted for registered	address:		
C. OTHER DETAILS	/-l		. Dala Da 4 l aa /4 5 l	/F 40 L / 40 0F
1. Gross Annual Income Details Lac / 25 Lacs-1 crore/ > 1 crore	<b>;</b>			
2. Net-worth as on (date)	(dd/mm/yyyy):		(*Net worth should	not be older than 1 year
3. Name, PAN, residential ad	Idress and photographs of	Promoters/Part	ners/Karta/Trustees ar	nd whole time directors
4. DIN/UID of Promoters/Parti	ners/Karta and whole time	directors:		
5. Please tick, if applicable, for Politically Exposed Person (PE				es/whole time directors:
6. Any other information:				
DECLARATION				
I/We hereby declare that the de undertake to inform you of any o or misleading or misrepresenting	changes therein, immediately	. In case any of th	ne above information is f	
(1)				
Name & Signature of the Author	rised Signatory		Date:	(dd/mm/yyyy)
	FOR OFF	ICE USE ONLY		
(Originals verified) True copies	of documents received			
(Self-Attested) Self Certified Do				
(	·			
•	•			
Signature of the Authorised Sig	•		0 1/0	Name of the late of
Date			Seal/S	Stamp of the intermediary

#### 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.
- 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.
  - 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, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members;
- 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.)

- 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.
- 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 apostiled 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:

Type of entity	Documentary requirements
Corporate	<ul> <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> </ul>
	Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
	<ul> <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> </ul>
Partnership firm	<ul> <li>Authorised signatories list with specimen signatures.</li> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> </ul>
Tartifersing initi	Certificate of registration (for registered partnership firms only).
	<ul> <li>Copy of partnership deed.</li> <li>Authorised signatories list with specimen signatures.</li> </ul>
	Photograph, POI, POA, PAN of Partners.
Trust	Copy of the balance sheets for the last 2 financial years (to be submitted every year).
	Certificate of registration (for registered trust only).
	Copy of Trust deed.      List of trustees cortified by managing trustees/CA
	<ul> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	PAN of HUF.
	Deed of declaration of HUF/ List of coparceners.
	Bank pass-book/bank statement in the name of HUF.
	Photograph, POI, POA, PAN of Karta.
Unincorporated	Proof of Existence/Constitution document.
association or a body of individuals	<ul> <li>Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> </ul>
	Authorized signatories list with specimen signatures.
Banks/Institutional Investors	Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.
III VOOLOI O	Authorized signatories list with specimen signatures.
Foreign	Copy of SEBI registration certificate.
Institutional Investors (FII)	Authorized signatories list with specimen signatures.
Army / Government	Self-certification on letterhead.
Bodies	Authorized signatories list with specimen signatures.
Registered	Copy of Registration Certificate under Societies Registration Act.
Society	List of Managing Committee members.
	Committee resolution for persons authorised to act as authorised signatories with specimen signatures.
	· · · · · · · · · · · · · · · · · · ·

## Annexure – 3 TRADING ACCOUNT RELATED DETAILS A. BANK ACCOUNT(S) DETAILS

For Individuals & Non-individuals

Bank Name	Branch address		Account Type: Saving/Current/ Others-In case of NRI / NRE / NRO	MICR Number	IFSC code	
		DUNT(S) DETAI	LS			
Depository Partion Name	cipant	Depository Name (NSDL/CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)	
I C. TRADING PREFE	RENCES					
		es where you wish to	trade. The segment not chosen sh	nould be struck o	ff by the client.	
Exchanges			Segments			
NOE	Cash	2 🖎				
NSE	F&O	(3)				
BSE	Cash	<u> </u>				
	F&O					
		5 🖎				
Currency Derivative 6 (a)						
# If, in future, the client the stock broker.	wants to trad	de on any new segment	/new exchange, separate authorization	n/letter should be ta	aken from the client by	
D. PASTACTIONS	ation/proces	odinga initiatad/pandin	ig/ taken by SEBI/ Stock excha	agolopy other o	uthority against the	
applicant/constitue	nt or its Partn	ers/promoters/whole tir	me directors/authorized persons in cha	rge of dealing in se	curities during the last	
-						
		ROKERS AND OTHER So-broker, provide the foll				
•	· ·	•	SEBI Registration	number:		
•						
			Website:			
•	•		(if case dealing with multiple stock brok	•	,	
Name of Sub-Broker, if any:  Client Code:  Details of disputes/dues pending from/to such stock broker/sub- broker:						
F. ADDITIONAL DETA		THOM TO SUCH STOCK STOK	on out broker			
Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):						
Specify your Email i	Specify your Email id, if applicable:					
•	Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):					
•	Number of years of Investment/Trading Experience:					
		-	, signature, residential address and pho			

G. INTRODUCER DETAILS (optional)	
Name of the Introducer:	
(Surname)	(Middle Name)(Middle Name
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:
H. NOMINATION DETAILS (for individuals of	nly)
I/We wish to nominate I/We do not wish to nor	ninate
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: Addre	ss and phone no. of Guardian:
Signature of guardian	
WITNESSES (Only applicable in case the acc	
Name	
Signature	
Address	Address
	DECLARATION
undertake to inform you of any changes the	d above are true and correct to the best of my/our knowledge and belief and I/we rein, immediately. In case any of the above information is found to be false on/we are aware that I/we may be held liable for it.
I/We confirm having read/been explained an broker and the tariff sheet.	d understood the contents of the document on policy and procedures of the stoc
Disclosure Document'. I/We do hereby agree	erstood the contents of the 'Rights and Obligations' document(s) and 'Rise to be bound by such provisions as outlined in these documents. I/We have also nents has been displayed for Information on stock broker's designated website,
Place	
Date	Signature of Client/ (all) Authorized Signatory (ies)
	7

#### FOR OFFICE USE ONLY

UCC Code allotted	to the Client :	
OOO OOGE allotted	to the offerit.	

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Emplyee			
Emplyee Code			
Designation of the Employee			
Date			
Signature			

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Signature of the Authorised Signatory	
Date	Seal/Stamp of the stock broker

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

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

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

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

#### Annexure – 4

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

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

- stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
- 42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### LAW AND JURISDICTION

- 43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall 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 Byelaws, 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 clausesmentioned herein shall also be applicable.)

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

#### Annexure – 5

#### 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.

#### **Annexure-6**

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

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

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

#### SETTLEMENT IN THE CASH MARKET.

- 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**

#### Policies and Procedures adopted by Anush Shares & Securities Pvt. Ltd (hereafter called "Anush"

#### Refusal of orders for penny stocks -

Anush does not encourage trading in penny stocks or securities falling in T2T or Z group of BSE and reserves its right to refuse orders in such securities from the clients desiring to deal in such shares, stocks, securities.

Under exceptional circumstances and considering merits on case to case basis, trading in penny stocks/T2T/Z category may be allowed to clients on delivery basis subject to stringent verifications of the client holdings, intentions and bonafide reasons given by the intending clients. Further trading limits will be allowed subject to the client making margin payments, history of the client, trading platform, intention of doing the trades. The said additional trading limits may not be allowed on a regular basis to the client/s.

However if it is observed that client/s is/are indulging in trading activities only in penny stocks or securities falling in T2T or Z group of BSE or carrying on any insider trading activity, the client account maybe immediately suspended without any reasons being given to the client/s.

Further client's traded volumes vis-a-vis market volumes will be considered and 15% of market volumes will be allowed or such market volume as decided by Anush from time to time, subject to due diligence of the RMS and Compliance department.

#### Setting up client's exposure limits -

Exposures shall be allowed based on the clear credit balance in client's ledger + stocks lying in beneficiary account with Anush + margins (securities and cash) with Anush. However, Anush may at its own discretion allow additional exposure as per credit balances in client account/cash margins/collaterals deposited by the clients or client's track record.

Further the client agrees not to take any fresh positions in securities/contracts in F&O under ban period as and when put by the exchanges. The client shall bear the penalty, if any, charged by the exchange on such tradings.

#### Imposition of penalty/delayed payment charges by Anush-NSE-BSE

Anush will apply delayed payment charges (DPC) at the rate of 18 % p.a. on a daily basis from the settlement date on all outstanding obligations. The client understands that such DPC is deterrent in nature & as such Anush can not be assumed to be financing/funding the client's settlement obligations.

Anush reserves its right to change the DPC rate at its sole discretion without assigning any reason therefore. Any change in DPC shall be communicated to the Client/s at least 10 (Ten) days in advance.

#### Right to sell clients' securities or close clients' positions -

The Anush-NSE-BSE will have the right to close out all open positions or sell client's securities, without any notice to clients, as and when the client defaults in his settlement/sale delivery/margin/MTM obligations in any segment of the exchanges. The close out/selling will be only to the combined extent of shortages in Margins/MTM or settlement obligations on all segments of exchanges.

#### Internal Shortages -

In case of an internal shortage in any scrip in the same settlement where both buyer & seller are clients of Anush and seller does not deliver shares for his pay-in obligation:-

The short delivering client is provisionally debited by an amount equivalent to 125% of the rate at which the stock was sold by client.

The securities delivered short are purchased from the market on T+3 day which is the Auction day on Exchange, and the purchase consideration is debited to the short delivering seller client along with the reversal entry of provisional amount debited earlier.

If securities can not be purchased from market due to any force majure condition, then all shortages not bought-in are deemed to be closed out and short delivering seller client is debited for Exchange NSE and BSE as under:

Exchange NSE: at the higher of (i) the highest price between the first day of the trading day till the day of squaring-off, or (ii) closing price on the auction day plus 20%

Exchange BSE: at the higher of (i) highest price recorded in the scrip from the trading day on which the transaction took place upto a day prior to the day of the auction i.e., pay-in day, or, (ii) 20% above the closing price on the day prior to the day of auction i.e., pay-in day

#### Restrictions or Regulations on Dealings of clients -

Anush shall decide, from time to time, the volume of business which the client shall be allowed to transact. However, Anush shall have absolute discretion of reducing/restricting or zeroing the volumes of the client without any prior intimation/notice to the client interalia, in particular F&O segment having regards to:

- 1. Failure by the client to maintain the applicable collaterals/margins with the member as per the Stock Exchanges Byelaws, Rules and Regulations and Circulars and Guidelines of SEBI.
- 2. The client may not be allowed to take fresh positions if any client's intraday mark to market loss crosses 70% of the base margin. Client may be asked to close all the position if the intraday mark to market loss crossed 80% of the base margin.
- 3. Delays by the client in meeting its obligations/dues relating to the business/dealings done by the client under this Member Client Agreement (mandatory and voluntary clauses).
- Observing/discovery any abnormal behaviour/action/deed/trading pattern of the client's dealing with the member for eg. Cheque bouncing, non fulfilment of sale obligation, any regulatory action taken by any of the regulations, ban of the client by SEBI etc.
- 5. Any restrictions in relation to volume of trading/outstanding business or margins stipulated by Stock Exchanges.
- 6. Volatility in the market/market segments of respective stock exchanges
- 7. In view of impending price sensitive announcements by the Exchanges/Listed Companies.
- 8. Political/financial instability in the country or otherwise.
- 9. Presence of any other price sensitive factors in the economy
- 10. In shares of a company where the merchant banking/investment banking department is doing some due diligence or managing an assignment for the company.
- 11. In scrips which are relisted and where the circuit filters are not applicable on the day of relisting.
- 12. Orders for buying/selling 1 (one) share will be not allowed except for high value scrips after considering the client's history and trading pattern.

#### Suspending a client -

Anush may send show-cause notice to a client and/or temporarily suspend a client for further trading and/or temporarily withheld funds & securities payouts, if Anush has reasons to take such action which may arise due to the alerts generated by its Risk Management/Surveillance System and demand reasons/explanations from such client. The account of such client may be suspended till such time suitable explanations are not received.

Anush shall temporarily suspend or close a client's account at the request of client within 24 hours of having received client's such request.

#### De-registering a client -

Anush will de-register a client without any prior intimation/notice, in addition to the termination clause of the client member agreement, with regards to:

- a. The Client has found to be of unsound mind by a court of competent jurisdiction and the findings is in force
- b. The Client becomes un-discharged insolvent
- c. The Client applies to be adjudicated as an insolvent
- d. The Client has been convicted by a Court of any offence involving moral turpitude
- e. The client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force
- f. In the event of Anush-NSE-BSE becoming aware of any proceedings being initiated against the client by any of the regulatory bodies of the country or under any law being in force or the client being involved in any criminal proceedings or any illegal business or the member becoming aware of the client's past offences which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.
- g. The death of the client.
- h. The depository account with member is closed and no alternative depository account details are provided.
- i. The client makes a voluntary written request to de-register itself/himself.
- j. In the event of client defaulting in meeting its obligations.

k. On the specific written directions of any statutory / legal authority / Regulatory Authority.

#### IV. Policy for Dormant Accounts:

#### A) Definition of Dormant Account & Limitations/Restrictions on such Account:

An account (irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions (trade, payment, receipts) for a period in excess of 6 Months from the last transaction date. The following limitation / restriction shall apply to a dormant account unless the same is re-activated:

- -Account shall be frozen for further transaction
- Pay-out of funds and/or securities will be retained by the Anush-NSE-BSE

#### B) Information to clients:

In the interest of the clients, as & when any account has been classified as dormant accounts as above the client shall be informed through either direct phone or mail or letter to the contact details/address last available with the company within seven days of such classification.

#### C) Re-activation of Dormant Accounts:

A dormant account can be re-activated when the client submits a formal application stating the reasons for non-operation and provide the proof of identity. After due verification by the company the account shall be re-activated.

The company shall levy Rs 100/- as charge for re-activation, subject to waiver if authorized.

I have read and understood the above policy for RMS and Controls of the Anush and state that I will strictly abide by the conditions laid in this policy.

Latest version of the policy is available at the trading member(s), website www.anushshares.com.

## **BROKERAGE DETAILS** Brokerage Scheme Trading Delivery **Derivatives** % Min. % Min. % Min. 1st Side 2nd Side Preferred EASDP ageing: T +\_\_\_\_\_ Rs. 10/-Minimum contract charges **Demat Beneficiary charges** Rs. 36/- per Transaction Inter settlement charges Rs. 15.50 per Transaction **Penalty charges** Actual from Exchange **UCI Trade Modification** Margin Shorfall in future & Actual from Exchange option segment Overdue Interest @ Other Charges (if any) **DECLARATION** I/ We hereby agrees for the above mentioned Brokerage charges and authorise ANUSH to debit all other charges related to my/our trading Account, I am / we are aware that I / we may be held liable for it. Place:-----(8)

Date : -----

Client Signature

## **ACCOUNT OPENING REQUIREMENTS**

All are requested to verify the identity of the client either by visiting the premsise of the client or by the client personally visiting the H.O./Branch/Franchisee. Address of the client also has to be verified by the H.O./Branch/Franchise.

#### Notes:

- 1) Please ensure that signature is obtained on all the locations specified on the KYC
- 2) Please write your name as it appears in all your documents (Specially Banking Proof)
- 3) Specify the addresses along with City, State & Pin code as it appears in the proofs.
- 4) Please paste your photograph in the space provided & sign across it.
- 5) Details like name of the branch, name of the client, address and other details of the client required to be mentioned in the form and Agreement.
- 6) Signatures are required on all pages of the agreement.
- 7) All the details (Name & Address of the client) must be filled.
- 8) Name, Address & Signature of the witness are compulsory.
- 9) Please note that if the signature on the form & the proof provided differs, the form will be liable for rejection. In such cases the client has to get his signatures verified by the banker.
- 10) Copy of cheque leaf of the default bank account to be mapped to the trading account in compulsory.
- 11) Copy of PAN Card Compulsory
- 12) As per SEBI on December 3, 2009 wherein SEBI have mentioned various compliances which includes obtaining documentary evidence of financial details of clients who wish to trade in Future & Options Segment, so ensure that the same be provided in case client wishes to open F&O Account.
- 13. Please fill up the form in CAPITALLETTERS

#### For H.U.F.

- I) Identify proof of the Karta II) Income tax proof of HUF Client (Copy of Pan Card)
- III) Address proof of the Karta IV) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.
- V) Bank Proof with Account No. Branch name & Client name clearly mentioned on the proof submitted. Valid Bank proof are latest transaction statement issued by the bank or copy of the Bank passbook or Bankers verification where it clearly specifies that the account is H.U.F. VI) Signed Photograph of the Karta is required.
- VII) HUF Stamp is required whereever the client signs on the agreement.
- VIII) Letter from the Karta operating the account with the two of coparceners.

#### For Corporate Body

- I) Certified True copy of the Memorandum & Articles of Association is required with Company Rubber Stamp and Director Signature.
- II) Details of Directors (Includes address proof & identity proof). All supporting documents for Directors are as per individual requirement.
- III) Board Resolution should be on Company Letter Head
- IV) Pan Number of Company. (Proof required for the same)
- V) Bank proof with Account No. Branch name & Company Name clearly mentioned on the proof submitted.
- VI) Company stamp required to be affixed wherever the director signs on the agreement.
- VII) Corresponding address proof should match that written in the form.
- VIII) Cancelled copy of cheque leaf.
- IX) Copies of the balance sheet for the last 2 financial years, (Copies of annual balance sheet to be submitted every year)
- X) Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary/ Whole-time director / MD. (Copy of updated shareholding pattern to be submitted every year)
- XI) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.
- XII) Form 32 required in case the directors name is not present in the MOA

#### For Proprietary Concern

- I) Signed Photograph of the Proprietor is required.
- II) Proprietor's Identify proof.
- III) Income Tax proof of the Proprietor. (Copy of Pan Card)
- IV) Address proof of Proprietor
- V) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.
- VI) Verification from the bank stating that the account is in the name of the proprietorship firm & the name of the proprietor. (The letter should be on bank letterhead & is mandatory).
- VII) Proprietorship firm stamp required to be affixed wherever the proprietor signs on the agreement.

#### For Partnership Firm

- I) Certified true copy of the Partnership Deed.
- II) Details of all Partners (Includes address proof & Identity proof) All supporting document for Directors are as per individual requirement.
- III) Pan number or Registration number of the Partnership firm. (Proof required of the same)
- IV) Bank proof with Account no, Branch name & Partnership firm name clearly mentioned on the proof submitted. Valid Bank proofs are latest transaction statement issued by the bank or copy of Bank passbook or Bankers verification
- V) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.

#### For Benefit Trust

- I) Certified true copy of the Turst Deed.
- II) Details of all the Trustees (Includes address proof & Identity proof) All supporting document for Trustees are as per individual requirement.
- III) Pan number or Registration number of the Trust (Proof required of the same)
- IV) Bank proof with Account no, Branch name & name of the Trust clearly mentioned on the proof submitted. Valid Bank proofs are latest transaction statement issued by the bank or copy of Bank passbook or Bankers verification.
- V) Photocopy of cheque leaf of bank account number mentioned on the form to verify the Bank MICR No.

#### AN ONLINE ACCOUNT OPENING FORM

- 1. Details like name of the branch, name of the client & address and other details of the client required to be mentioned in the form and Agreement.
- 2. Signatures are required on all pages of the agreement.
- 3. All the details (Name & Address of the client) must be filled
- 4. Name, Address & signature of the witness are compulsory. (Please note that 2 witnesses are required to sign on behalf of the client.)
- 5. Please note that if the signature on the form & the proof provided differs, the form will be liable for rejection. In such cases the client has to get his signatures verified by the banker.
- 6. Please note that trading accounts cannot be opened in the name of a minor.
- I) Latest Photograph signed by the client
- II) Identity proof: (Any one of the following)
  - 1) Photocopy of Valid Passport (Page containing the date of expiry also to be attached)
  - 2) Photocopy of Voters Identity Card
  - 3) Photocopy of Valid Driving License (Page containing the date of expiry also to be attached)
  - 4) Photocopy of Pan Card
- III) Address Proof: (Any one of the following) Provided the entire address written on the form matches with the proof)
  - 1) Photocopy of Ration Card
  - 2) Photocopy of Valid Passport (Page containing the date of expiry also to be attached). (Copy of expiry date also to be submitted).
  - 3) Photocopy of Voters Identity Card.
  - 4) Photocopy of Valid Driving License (Page containing the date of expiry also to be attached) (Coy of expiry date also to be submitted).
  - 5) Photocopy of Telephone or Electricity Bill (Government entity only & should not be more than 2 months old).
  - 6) Photocopy of Leave-License/Purchase Agreement.
  - 7) Photocopy of Bank Passbook or latest Bank statement.
  - 8) Photocopy of Flat Maintenance Bill.
  - 9) Photocopy of Insurance policy.

Signature of the Client.	

## ANUSH SHARES & SECURITIES PVT. LTD.

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BSE CODE: 6281 SEBI Regn. No. INB 010817139 - CM INF 010817139 - F & O

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#### **DECLARATION**

I/We have read the DP-BO agreement, terms & conditions and agree to abide by and be bound by the the Bye Laws as are in force from time to time for such Accounts. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP anychange(s) in the details/particulars mentioned byme/us in this form. I/We further agree that any false/misleading information given by me/us or suppression of any material information will render my account liable for termination and suitable action.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.

		Name		4	)	Signo	ature
Sole / First Holder							
Second Holder							
Third Holder							
Guardian(in case of minor)							
Sole /First Holder		Second Holder		Third	Holder		Guardian Only for Minor
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Name & Address 1.	of Witness	es (Mandatory	for Nomin	ation)		Signatur	e with Date
2.							
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Address :							
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Emp. Name :					Emp.	Code : _	
Designation:					Seal	& Signature	ə :

#### **Member-Client Agreement (NSE)**

# Market Segment: □CASH □DERIVATIVES This agreement is made and executed on this \_\_\_\_\_\_ day of M/s. Anush Shares Securities Pvt. Ltd., a body corporate, registered/incorporate Companies Act, 1956, being a member of the National Stock Exchains.

M/s. Anush Shares Securities Pvt. Ltd., a body corporate, registered/incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange") and having its registered office at No.247, (Old No.119), R.K. Mutt Road, Chennai-600 028. (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

Mr./Ms/M/s\_\_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of The Indian Partnership Act,1932. The Companies Act, 1956, having his/her/its residence/registered office at\_\_\_\_\_

\_\_\_\_\_(hereinafter called the client) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

**Whereas** the stock broker is registered as the trading member of the National Stock Exchange of India Ltd with SEBI registration number INB230817133 in the Capital Market / Cash Segment & SEBI. registration number INF230817133 in the Futures and Options Segment.

Whereas the client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contract 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.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and 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.

Whereas the stock broker and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

- 1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the Client Registration Form provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
- 2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d. He is liable to 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.

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- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 3. The Client agrees to 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
- 4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
- 6. The stock broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes herein 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
- 9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
- 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
- 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights to 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 it may have had transactions in securities.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
- 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). 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 to the relevant stock exchange(s).
- 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye-laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-laws and Regulations of the Exchange and the circulars issued thereunder.
- 19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.

- 20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
- 22. The stock broker and the client shall be entitled to terminate this agreement 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 agreement 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.
- 23. In addition to the specific rights set out in this Agreement, the stock 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 Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder.
- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it 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 its/his client to any person or authority with the express permission of the client.

#### ADDITIONAL CLAUSE FOR VOLUNTARY DOCUMENTS

27. The trading member and client agree that they may enter into additional clause(s) / documentation(s) which are voluntary and at the descretion of the trading member and the client. The same are required in order to ensure smooth functioning in the day to day activities, and also for special facilities eg. internet trading facility offered by the trading member. The client understands that he/she need not execute this document if he/she does not wish to use that facility. The client also understands his/her right to terminate the document, in which eventuality; the trading member may terminate such special facility. Such additional voluntary clauses shall form part and parcel of this agreement.

This agreement can be altered, amended and or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first hereinabove mentioned.

Signed and delivered for and on behalf of	Signed and delivered for and on behalf of
MEMBER: For Anush Shares & Securities Pvt. Ltd.	CLIENT: By :
Authorised Signatory	Signature 10
	Title :
Witness:	Witness:
1	1
2	2

#### **Member - Client Agreement (BSE)**

#### Market Segment : □ CASH □ DERIVATIVES

(F)

(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

**Whereas** the client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied 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.

Whereas the Stock Broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

(7)

Whereas the Stock Broker has taken steps and 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.

Whereas the client has understood, apprecaited and assumed all the risks associated with purchasing, selling and trading in various kinds of Derivatives and entering into various kinds of Derivatives Contracts, whether contained in the Risk Disclosure Document or not.

Whereas the Stock Broker and the client agree to be bound by all the Rules, Bye-laws and Regulations issued by SEBI and Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

- The client agrees to immediately notify the stock broker in writing if there is any change in the information in the Client Registration Form provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
- 2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client has read, understood, affericiated and signed the Risk Discloser Documents. The Client agree and declare as follows:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved or the failure of a Member to explain the risk to the Client shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d. He is liable to 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.

- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 3. The Client agrees to 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
- 4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
- 6. The stock broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 8. The stock broker agrees to 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.
- 9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
- 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
- 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 12. 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 it may have had transactions in securities.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings. However, any cliams / disputes against the defaulter member shall be referred to arbitration in Mumbai only.
- 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). 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 to the relevant stock exchange(s).
- 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
- 19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.

- 20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
- 22. The stock broker and the client shall be entitled to terminate this agreement 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 agreement 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.
- 23. In addition to the specific rights set out in this Agreement, the stock 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 Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, 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 of the Exchange and circulars issued there under.
- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it 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 its client to any person or authority with the express permission of the client.

#### ADDITIONAL CLAUSE FOR VOLUNTARY DOCUMENTS

27. The trading member and client agree that they may enter into additional clause(s) / documentation(s) which are voluntary and at the descretion of the trading member and the client. The same are required in order to ensure smooth functioning in the day to day activities, and also for special facilities eg. internet trading facility offered by the trading member. The client understands that he/she need not execute this document if he/she does not wish to use that facility. The client also understands his/her right to terminate the document, in which eventuality; the trading member may terminate such special facility. Such additional voluntary clauses shall form part and parcel of this agreement.

This agreement can be altered, amended and or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITHSTAND THERE OF the parties of the agreement have caused there presents to be executed as of the day and year first above written.

Signed and delivered for and on behalf of	Signed and delivered for and on behalf of
MEMBER: For Anush Shares & Securities Pvt. Ltd	CLIENT: By :
Authorised Signatory	Signature (15)
	Title :
Witness:	Witness:
1	1
2	2

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT(NSE)
Market Segment: ☐ CASH ☐ DERIVATIVES
This Agreement (hereinafter referred to as "Agreement") is entered into on this day of, by and between Anush Shares & Securities Pvt. Ltd (hereinafter referred to as "the stock broker"), a Company, having its registered office at No.247, (Old No.119), R.K. Mutt Road, Chennai-600 028. which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;
AND
Sub-broker"), a (name of the sub-broker) (hereinafter referred to as "the sub-broker"), a (type of entity) and having his/its office/registered office at (address),
which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/its. The partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;
AND
(name of the client of the Sub-broker) (hereinafter referred to as "the client"), an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932 the Companies Act, 1956, and having his its residence/office/at
(address) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;
WHEREAS
<ol> <li>The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange of India Limited (hereinafter referred to as "the stock exchange") with SEBI registration Number INB230817133.</li> </ol>
2. The Sub-broker states that:
effectively discharge his/its activities.
a) The sub broker is recognized by National Stock Exchange of India Limited as a Sub-broker affiliated to the
stockbroker of the stock exchange with Sub-broker SEBI registration number (s)

- b) The sub-broker is not affiliated to any other member of the same stock exchange,
- c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
- 3. The Client is registered with the Sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing / trading in those securities / contracts/ other instruments admitted to dealings on the Exchange as defined in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under from time to time. A copy of the Client Registration form is annexed hereto.
- 4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
- 5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUBBROKER AND CLIENTAS UNDER:

1. The stock broker and sub broker hereby acknowledge and confirm that the Sub-broker is affiliated to the stock broker and that the Sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'Sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.



- 2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the Sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
- 3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
- a. He has read and understood the risks involved in trading on a stock exchange.
- b. He shall be wholly responsible for all his investment decisions and trades.
- c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
- d. He is liable to 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.
- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to 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 / the sub-broker renders to the client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
- 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
- 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 7. The stock broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
- 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
- 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
- 14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings.

- In case of an award against a sub-broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
- 15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
- 16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant Stock Exchange(s) by the stock broker. In case where defaulting sub broker/ 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 to the relevant stock exchange(s) by the stock broker.
- 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. 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 agreement 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.
- 18. In the event of sub broker terminating this agreement 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
- 19. This agreement shall forthwith terminate;
  - (i) 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 issued by the Board is cancelled;
  - (ii) upon the 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. Provided however, in such an event, 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
- 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 21. 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 successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
- 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
- 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-Laws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye-Laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of the Exchange and the circulars issued there under.
- 24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with c1ient(s).
- 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 26. The client agrees to immediately notify the stock broker/Sub-broker in writing if there is any change in the information

- in the 'Client Registration Form' provided by the client to the stock broker/sub-broker at the time of opening of the account or at any time thereafter.
- 27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub-broker or the client may have under the Rules, Byelaws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence 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 or Sub-broker may so disclose information about his client to any person or authority with the express permission of the client.
- 30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under.

This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written & signed for and on behalf of the member, the Sub·broker and the client.

Signed & delivered for and on behalf of	Signed & delivered for and or	n behalf of	ehalf of Signed & delivered for and on behalf o		
MEMBER:	SUB-BROKER	CLIEN	<u>T</u>		
For Anush Shares & Securities Pvt. Ltd	Ву	Ву			
Authorised signatory	Signature	Signat	ure 🖭		
Witness	Witness	Witnes	ss		
Name	Name	Name			

# TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT(BSE) Market Segment: CASH DERIVATIVES

This Agreement (hereinafter referred to as "Agreement") is entered in	nto on this day					
of 20 , by and between Anush Sh	nares & Securities Pvt. Ltd.					
(hereinafter referred to as "the stock broker"), a Company, having its	s registered office at No.247,					
(Old No.119), R.K. Mutt Road, Chennai-600 028. which expression shall, unless repugnant to the						
context or meaning thereof, be deemed to mean and include his/her heirs, executors,						
administrators and legal representatives/the partners for the time	being of the said entity, the					
survivor or survivors of them and their respective heirs, executor	ors, administrators and legal					
representatives/its successors, as the case may be, of the One Part;						
AND						
	(name of the sub-broker) (hereinafter referred					
to as "the sub-broker"), a	(type of entity) and having his/its					
office/registered office at						
(address), which expression sha	nall, unless repugnant to the context or meaning					
thereof, be deemed to mean and include his/her heirs, executo	ors, administrators and legal representatives/the					
partners for the time being of the said entity, the survivor of	or survivors of them and their respective heirs,					
executors, administrators and legal representatives/its succes	ssors, as the case may be, of the Second Part;					
AND	•					
	ne of the client of the sub-broker) (hereinafter					
referred to as "the client"),an individual/a sole proprietary						
registered/incorporated, under the provisions of the Indian P						
and having his/its residence/office/at						
	n ex- pression shall, unless repugnant to the					
context or meaning thereof, be deemed to mean and include h						
representatives/the partners for the time being of the said en	<del>-</del>					
respective heirs, executors, administrators and legal represe	· ·					
the Third Part;						

#### **WHEREAS**

- The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Limited (hereinafter referred to as "the stock exchange") with SEBI registration Number INB010817139
- 2. The sub-broker states that:
  - a) The sub broker is recognized by Bombay Stock Exchange Limited as a sub-broker affiliated to the stock-broker of the stock exchange with sub-broker SEBI registration Number (s)
  - b) The sub-broker is not affiliated to any other member of the same stock exchange,
  - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
- 3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time. A copy of the Client Registration Form is annexed hereto.
- 4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
- 5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUBBROKER AND CLIENT AS UNDER:

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.



(2)

- 2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
- 3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d. He is liable to 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.
  - e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to 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 /the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
- 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
- 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 7. The stock broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
- 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
- 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.

- 14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
- 15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the subbroker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
- 16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/ 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 to the relevant stock exchange(s) by the stock broker.
- 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. 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 agreement 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.
- 18. In the event of sub broker terminating this agreement 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
- 19. This agreement shall forthwith terminate;
  - (i) 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 issued by the Board is cancelled;
  - (ii) upon the 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. Provided however, in such an event, 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
- 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 21. 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 successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
- 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
- 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
- 24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s).



- 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'Client Registration Form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
- 27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the Client Registration Form or any other information pertaining to the client in confidence 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 or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.
- 30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 31. Words and expressions which are used in this Agreement, 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 of the Exchange and circulars issued there under.

This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the member, the sub-broker and the client.

Signed & delivered for and on behalf of Signed & delivered for and on behalf of

MEMBER:	SUB-BROKER	CLIENT
For Anush Shares & Securities Pvt. Ltd	Ву	Ву
Authorised signatory	Signature	Signature @
Witness	Witness	Witness
Name	Name	Name

Signed & delivered for and on behalf of

To

#### Anush Shares & Securities Pvt. Ltd

Sir.

#### Sub: Mutual Fund Service System (MFSS) facility

I/We am/are registered as your client and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

I/We am/are interested in availing the MFSS facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS of the Exchange.

For the purpose of availing the MFSS facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the Circular No. NSE/MFSS/003/2009 dated November 24, 2009 and as may be specified by the Exchange from time to time in this regard.

I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addendum issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

1/	/ We	therefore	request	vou to	register	me/us a	s vour	client for	participating	in t	he I	MES	S
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Client's Signature : 28	
Client Name	

#### Details of terms & conditions for the Investor / Client for using New MFSS facility

- 1. Pre-requisites for becoming Investor / Client for the New MFSS facility
  - 1.1. The client who is desirous of investing in units of mutual fund schemes through the New MFSS.
  - 1.2. The client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the participant of the New MFSS.
  - 1.3. The client has satisfied itself of the capacity of the participant to deal in Mutual Fund units and wishes to execute its instruction through the participant and the client shall from time to time continue to satisfy itself of such capability of the participant before executing transacting through the Participant.
  - 1.4. The client has approached to the Participant with the application for availing the New MFSS facility.
  - 1.5. The client has submitted relevant KYC (Know Your Client) details to the Participants
- 2. Terms and Conditions
  - 2.1. The client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
  - 2.2. The client shall notify the participant in writing if there is any change in the information in the 'client registration form' provided by the client to the participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
  - 2.3. The client shall submit to the participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
  - 2.4. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
  - 2.5. The client shall be wholly responsible for all his investment decisions and instruction.
  - The client shall ensure continuous compliance with the requirements of the NSEIL, SEBI and AMFI.
  - 2.7. The client shall pay to the participant fees 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 participant renders to the Client.
  - 2.8. The client will furnish information to the participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  - 2.9. In the event of non-performance of the obligation by the participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
  - 2.10. In case of any dispute between the participants and the investors arising out of the MFSS facility, NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.



#### **BSE STAR MF**

To

Anush Shares Securities Pvt. Ltd.,

Sir.

#### Sub: BSE STAR MF

I/We/am/are registered as your client and have executed the Trading Member and Client Agreement for the purpose of trading in the Equity Segment of Bombay Stock Exchange Ltd. (Exchange).

I/We am/are interested in availing the trading facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the BSE StAR MF.

For the purpose of availing this facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of BSE StAR MF and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the Notice dated December 2, 2009 and as may be specified by the Exchange from time to time in this regard.

I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/we therefore request you to register me/us as your client for participating in BSE StAR MF.

Client's Signature



## Details of terms & conditions for the Investor / Client for using BSE StAR MF platform

#### 1. Pre-requisites for becoming Investor / Client for the BSE STAR MF platform

- 1.1. The client who is desirous of investing in units of mutual fund schemes through the BSE STAR MF.
- 1.2. The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the broker who is a Mutual fund Intermediary (MFI) of the BSE STAR MF platform.
- 1.3. The client has satisfied itself of the capacity of the MFI to deal in Mutual Fund units and wishes to execute its instruction through the MFI and the client shall from time to time continue to satisfy itself of such capability of the MFI before executing transacting through the MFI.
- 1.4. The Client has approached to the MFI with the application for availing the BSE STAR MF platform.
- 1.5. The client has submitted relevant KYC (Know Your Client) details to the MFIs

#### 2. Terms and Conditions

- 2.1. The client shall be bound by circulars issued by BSE's Rules, Regulations and Notices/circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 2.2. The client shall notify the MFI in writing if there is any change in the information in the 'client registration form' provided by the client to the MFI at the time of registering as a client for participating in the BSE STAR MF platform or at any time thereafter.
- 2.3. The client shall submit to the MFI a completed application form in the manner prescribed format for the purpose of placing a subscription order with the MFI.
- 2.4. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 2.5. The client shall be wholly responsible for all his investment decisions and instruction.
- 2.6. The client shall ensure continuous compliance with the requirements of the BSE, SEBI and AMFI.
- 2.7. The Client shall pay to the MFI fees 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 MFI renders to the Client.
- 2.8. The client will furnish information to the MFI in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 2.9. In the event of non-performance of the obligation by the MFI, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of BSE or its Clearing Corporation Indian Clearing Corporation Ltd. (ICCL).
- 2.10. In case of any dispute between the MFIs and the investors arising out of the BSE STAR MF platform, BSE and / or ICCL agrees to extend the necessary support for the speedy redressal of the disputes.



#### COMBINED RISK DISCLOSURE DOCUMENT FOR CASH / FUTURES & OPTIONS

This document is issued by the member of the National Stock Exchange of India Ltd (hereinafter referred to as "NSE") / Bombay Stock Exchange Ltd. (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities / F&O Segments of NSE / BSE . All prospective constituents should read this document before trading on Capital Market / Cash Segment / F&O segments of the Exchanges.

NSE/BSE/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 has NSE/BSE/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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment / trading in Equity shares or other instruments traded on the Stock Exchange(s), 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 NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House 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 member. 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 security or contract being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may interalia include your filling the Know Your Client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE 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 trading member and/or sub-broker of NSEIBSE 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/investment 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 INVOVLED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

- 1.1 Risk of Higher Volatility: Volatility refers to the dynamic changes in price that securities/contracts undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than inactive securities/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 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 / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / 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/selling of securities / contracts without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks / contracts may have to be sold/purchased at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.
- 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 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 / contracts. This in turn will hamper better price formation.
- **1.4 Risk-reducing orders:** Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such 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 / 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 / contract, and such order gets activated if and when the stock / 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 stock / 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 stock / 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:** Issuers make news announcements that may impact the price of the securities / contracts. These announcements 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 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 due to any action on account of unusual trading activity or stock/contract hitting circuit filters or for any other reason.
- 1.8 System/Network Congestion: Trading on NSE/BSE 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 the control of 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 Futures and Options Segment in concerned, please note and get your self acquainted with the following additional features:-
- 2.1 **Effect of "Leverage" or "Gearing"** 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 principal investment amount. But transactions in derivatives carry a high degree of risk.
  - You should therefore completely understand the following statements before actually trading in derivatives trading 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 equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.
  - A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
  - B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member 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 the derivatives contracts you plan to trade i.e. the contract specifications and the associated abligations.

#### 2.2. 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 Exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

#### 2.3 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. GENERAL

- 3.1 Commission and other charges Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- 3.2 Deposited cash and property You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.
- 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities / contracts through the mechanism provided by NSE/BSE.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
  I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

Clienet Signature (s): (34)	
Client Name	

# ANNEXURE-1 INVESTORS' RIGHTS AND OBLIGATIONS

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- **1.1.1** Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- **1.1.2** Further, it may be noted that the extent to which you may recover such money or property may be governed by the Byelaws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
- **1.1.3** Any dispute with the member with respect to deposits, margin money, etc. and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website (www.nseindia.com/www.bseindia.com).
- **1.3.2** Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id or Ration Card or bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE at any time, as is available with the investor.
- **1.3.4** Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- **1.3.5** Give any order for buy or sell of a security / contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE without delaying.
- **1.3.7** Facility of Trade Verification is available on NSE/BSE website (www.nseindia.com/www.bseindia.com) where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the investors Grivance Cell of NSE/BSE.
- 1.3.8 Ensure that payment/delivery of Securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or it's Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- **1.3.11** In case of a complaint against a member/registered sub-broker, you should address the complaint to. the Office as may be specified by NSE/BSE from time to time.



- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL / Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF or as prescribed by SEBI.

#### Notes:

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
- 2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
- 3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.
- 4. The term "Contract" refers to securities / derivatives contract & the term 'Underlying' refers to the underlying securities / derivatives contracts of such securities / contracts.



# Agreement Between a Depository Participant and a Person Seeking to Open a Beneficial Owner's Account

This Agreement made and entered into this						
<b>Anush Shares &amp; Securities Pvt. Ltd</b> having its registered office at No.247, (Old No.119), R.K. Mutt Road, Chennai-600 028. hereinafter called "the Participant" of the One Part, AND						
1st Holder						
2nd Holder						
3rd Holder						
(Description of the legal entity) having his/its office/ re	egistered office/ad	ldress at	<del></del>			
hereinafter called "the Beneficial Owner" of the Other	Part.					
WHEREAS the Beneficial Owner is desirous of ope	ening a beneficial	owner's a	ccount with			
the Participant and the Paricipant has agreed to open an account in the name of the						
Beneficial Owner and render services to the Beneficial Owner as participant, on the terms and conditions recorded hereinbelow.						

## NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### **General Clause**

1. The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulation, 1996 Bye-Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

#### Fees, Charges and deposits

2. The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid not exceeding 18% per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

#### **Statement of Account**

- 3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter. The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.
- 3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant.
  - will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.
- 3.3 It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.

#### Beneficial Owner shall intimate change of particulars

4. The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

#### Depository not liable for claims against Beneficial Owner

5. CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

First Holder	Second Holder	Third Holder





#### **Authorised Representative**

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

#### Closure of Account

7. The Beneficial Owner, may at any time terminate this Agreement by calling upon the Participant to close his/its account with the Participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialised.

#### Stamp Duty

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

#### **Force Majeure**

9. Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to idemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy act of terrorism or vandalism, sabotage or instrusion or any other irresistible force or compulsion.

#### **Service of Notice**

10. Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

#### **Arbitration**

11. The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye-Laws.

#### **Jurisdiction**

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in **CHENNAI** in TamiNadu (India).

#### Governing Law:

13. The Agreement Shall be governing and construed in accordance with the laws in force in india.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned. Signed and Delivered for and on behalf of SIGNED AND DELIVERED

#### Anush Shares & Securities Pvt. Ltd

Authorised Signatory	by the withinnamed)	(First Holder) (39)
Title:	Beneficial Onwer)	(Second Holder)
	in the presence of )	(Third Holder)
Witness 1:	Witness 1:	

Witness 2 Witness 2 :

#### **Details of DP Schemes and Charges Applicable**

☐ Investor scheme **□Traders** scheme

		SCHEMES		
Sr. No.	Particulars	Investor	Traders	
1.	Annual Membership Charges a) Individual b) Corporate	RS.250/- Rs.700/-	RS.700/- Rs.1400/-	
2.	Deliveries / Debt (On Market, Off Market, Interdepository) a) Within Anush Pay-in b) Within Anush Bo to Bo c) Outside Anush DP	Rs. 14- Per Transaction Rs. 14- Per Transaction Rs. 25/- Per Transaction	100 trxn Free/Year Rs. 14/- Per Transaction Rs. 25/- Per Transaction	
3.	Pledge: a) Creation b) Closure c) Invocation	Rs. 50/- Per request	Rs. 50/- Per request	
4.	Dematerialisation	Rs. 2/- per certificate plus Rs. 50/- per request towards Postal Charges	Rs. 2/- per certificate plus Rs. 50/- per request towards Postal Charges	
5.	Rematerialisation	Actual CDSL Charges Plus Rs. 50/- per request towards Postal Charges.	Actual CDSL Charges Plus Rs. 50/- per request towards Postal Charges.	

- Notes: 1. Service Tax, Education Cess and other statutory levies (if any) would be charged extra wherever applicable as per the prevailing rates.
  - 2. Incase of every Delivery Instruction Book, Rs 20/- shall be charged extra.
  - 3. For availling 'Easiest' facility of CDSL the charges as levied by CDSL would be collected from clients at actual.
  - 4. CDSL levies transaction charge of Rs 6/- per delievery transaction.
  - 5. CDSL Levies Rematerialization charges as higher of the following:
    - i) A fee of Rs 10/- for every 100 securities or part thereof;

- ii) A flat fee of Rs. 10/- per certificate
- 6. Postal charges for rejection of Demat/Remat shall be charged on actuals.
- 7. I/We hereby authorise Anush Shares & Securities Pvt. Ltd, to debit all the Demat Account related charges to my/our Anush Shares & Securities Pvt. Ltd Trading Account.

First Hold	O.F.	Second Holder	Third Holder	
40)				

#### **General Instructions**;

- 1. In case of non exercise of option, investor scheme shall be applicable.
- 2. Blank & Signed Delivery Instruction Slips should not be left with your DP/Broker.
- 3. All market instructions for transfer must be received latest by 4.00 p.m. on the previous working day prior to pay in day as per SEBI Guidenlines. All off Market Instructions for transfer must be received atleast 24 hours before the execution date. Late instructions would be accepted at the account holder's sole risk and resposibility.

#### **SMS Alert Facility**

☐Yes (Please refer Terms And Conditions-cum-Registration Form for receiving SMS Alerts from CDSL)

#### □No

#### Terms And Conditions-cum-Registration Form for receiving SMS Alerts from CDSL

#### **Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

- "depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies
  Act 1956 and having its registered office at 17<sup>th</sup> floor, P. J. Towers, Dalal Street, Fort, Mumbai-400001 and all its branch
  offices and includes its successors and assigns.
- 2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- 3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- 4. SMS means "Short Messaging Service"
- 5. "Alert" means a customized SMS sent to the BO over the said mobile phone number.
- 6. "Service Provider" means a cellular service provider(s) with whom the depository has entered I will be entering into an arrangement for providing the SMS alerts to the BO.
- 7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

#### Availability:

- 1. The service will be provided to the BO at his/her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
- 2. The service is currently available to the BOs who are residing in India.
- 3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
- 4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration modification.
- 5. The BO is responsible for promptly intimating to the prescribed manner any change in mobile number, of loss of handset, on which the Bo wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The Bo agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

#### **Receiving Alerts:**

- 1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
- 2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in "off" mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
- The BO also acknowledges that the readability, accuracy and timeless of of providing the service depend on many
  factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any
  non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and / or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and or the DP immediately in writing and the depository will make best possible efforts to rectify the werror as early as possible. The BO shall hold the depository liable for any loss, damages, etc. that may be incurred suffered by the BO on account of option to avail SMS alerts facility.
- 5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
- 6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
- 7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.

- 8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for no availability of the service in any manner whatsoever.
- 9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

**Fees:** Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO. **Disclaimer:** The depository shall make reasonable efforts to ensure that the BO's personal infromation is kept confidential. The depository does not warranty the confidentialy or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warrantly or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person reulting from or in connection with availing of SMS alerts facility. The Depository gives no warrantly with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and or SMS alert on the mobile phone number of the BO or for fraudelent, duplicate or erroneous use / misuse information by any third person.

**Liability and Indemnity:** The Depository shall not be liable for any breach of confidentailly by the service provider or any third person due to unauthorized access to the information meant for the BO.In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceddings, loss, cost, charges and expenses whatsoevr which a depository may at any time incur, sustain, suffer or be put to as a consquence of or arising out of interference with or misuse, improper or fraudulent use of the sercie by the BO.

**Amendments:** The depository may amend the terms and conditions at any time with or without giving any prior notice to the BO's. Any such amendments shall be binding on the BOs who are already registered as user of this service.

Governing laws and Jurisdiction:

First Holder

Providing the services as outlined above shall be governed by the laws of india and will be subject to the exclusive jurisdiction of the courts in Chennai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. I/We consent to CDSL providing to the service such information pertaining to acount / transactions in my / our account as in necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee charges as may be levied by the depository from time to time.

I/We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If amore than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am / are aware that mere accepatnce of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of REGISTRATION / MODIFICATION ( please cancel out what is not applicable)

* Mobile	no. on which	+91												
messag	es are to be se	nt											_	
* E-mail	bile number is r ID : e No. & E-ma							Costit	uent d	etails.	,	-		
easi	[	f yes, ple Facility to palance,	hrough	CDSĹ'	s webs	ite <u>www</u>	.cdslin			in a BO	can vie	w his IS	SIN	No
<u>(41)</u>														

Second Holder

**Third Holder** 

#### **POLICIES & PROCEDURES**

#### Policies and Procedures adopted by Anush Shares & Securities Pvt. Ltd (hereafter called "Anush"

#### Refusal of orders for penny stocks -

Anush does not encourage trading in penny stocks or securities falling in T2T or Z group of BSE and reserves its right to refuse orders in such securities from the clients desiring to deal in such shares, stocks, securities.

Under exceptional circumstances and considering merits on case to case basis, trading in penny stocks/T2T/Z category may be allowed to clients on delivery basis subject to stringent verifications of the client holdings, intentions and bonafide reasons given by the intending clients. Further trading limits will be allowed subject to the client making margin payments, history of the client, trading platform, intention of doing the trades. The said additional trading limits may not be allowed on a regular basis to the client/s.

However if it is observed that client/s is/are indulging in trading activities only in penny stocks or securities falling in T2T or Z group of BSE or carrying on any insider trading activity, the client account maybe immediately suspended without any reasons being given to the client/s.

Further client's traded volumes vis-a-vis market volumes will be considered and 15% of market volumes will be allowed or such market volume as decided by Anush from time to time, subject to due diligence of the RMS and Compliance department.

#### Setting up client's exposure limits -

Exposures shall be allowed based on the clear credit balance in client's ledger + stocks lying in beneficiary account with Anush + margins (securities and cash) with Anush. However, Anush may at its own discretion allow additional exposure as per credit balances in client account/cash margins/collaterals deposited by the clients or client's track record.

Further the client agrees not to take any fresh positions in securities/contracts in F&O under ban period as and when put by the exchanges. The client shall bear the penalty, if any, charged by the exchange on such tradings.

#### Imposition of penalty/delayed payment charges by Anush-NSE-BSE

Anush will apply delayed payment charges (DPC) at the rate of 18 % p.a. on a daily basis from the settlement date on all outstanding obligations. The client understands that such DPC is deterrent in nature & as such Anush can not be assumed to be financing/funding the client's settlement obligations.

Anush reserves its right to change the DPC rate at its sole discretion without assigning any reason therefore. Any change in DPC shall be communicated to the Client/s at least 10 (Ten) days in advance.

#### Right to sell clients' securities or close clients' positions -

The Anush-NSE-BSE will have the right to close out all open positions or sell client's securities, without any notice to clients, as and when the client defaults in his settlement/sale delivery/margin/MTM obligations in any segment of the exchanges. The close out/selling will be only to the combined extent of shortages in Margins/MTM or settlement obligations on all segments of exchanges.

#### Internal Shortages -

In case of an internal shortage in any scrip in the same settlement where both buyer & seller are clients of Anush and seller does not deliver shares for his pay-in obligation:-

The short delivering client is provisionally debited by an amount equivalent to 125% of the rate at which the stock was sold by client.

The securities delivered short are purchased from the market on T+3 day which is the Auction day on Exchange, and the purchase consideration is debited to the short delivering seller client along with the reversal entry of provisional amount debited earlier.

If securities can not be purchased from market due to any force majure condition, then all shortages not bought-in are deemed to be closed out and short delivering seller client is debited for Exchange NSE and BSE as under:

Exchange NSE: at the higher of (i) the highest price between the first day of the trading day till the day of squaring-off, or (ii) closing price on the auction day plus 20%

Exchange BSE: at the higher of (i) highest price recorded in the scrip from the trading day on which the transaction took place upto a day prior to the day of the auction i.e., pay-in day, or, (ii) 20% above the closing price on the day prior to the day of auction i.e., pay-in day



#### Restrictions or Regulations on Dealings of clients -

Anush shall decide, from time to time, the volume of business which the client shall be allowed to transact. However, Anush shall have absolute discretion of reducing/restricting or zeroing the volumes of the client without any prior intimation/notice to the client interalia, in particular F&O segment having regards to:

- Failure by the client to maintain the applicable collaterals/margins with the member as per the Stock Exchanges Byelaws, Rules and Regulations and Circulars and Guidelines of SEBI.
- 2. The client may not be allowed to take fresh positions if any client's intraday mark to market loss crosses 70% of the base margin. Client may be asked to close all the position if the intraday mark to market loss crossed 80% of the base margin.
- Delays by the client in meeting its obligations/dues relating to the business/dealings done by the client under this Member Client Agreement (mandatory and voluntary clauses).
- Observing/discovery any abnormal behaviour/action/deed/trading pattern of the client's dealing with the member for eg. Cheque bouncing, non fulfilment of sale obligation, any regulatory action taken by any of the regulations, ban of the client by SEBI etc.
- 5. Any restrictions in relation to volume of trading/outstanding business or margins stipulated by Stock Exchanges.
- 6. Volatility in the market/market segments of respective stock exchanges
- 7. In view of impending price sensitive announcements by the Exchanges/Listed Companies.
- 8. Political/financial instability in the country or otherwise.
- 9. Presence of any other price sensitive factors in the economy
- 10. In shares of a company where the merchant banking/investment banking department is doing some due diligence or managing an assignment for the company.
- 11. In scrips which are relisted and where the circuit filters are not applicable on the day of relisting.
- 12. Orders for buying/selling 1 (one) share will be not allowed except for high value scrips after considering the client's history and trading pattern.

#### Suspending a client -

Anush may send show-cause notice to a client and/or temporarily suspend a client for further trading and/or temporarily withheld funds & securities payouts, if Anush has reasons to take such action which may arise due to the alerts generated by its Risk Management/Surveillance System and demand reasons/explanations from such client. The account of such client may be suspended till such time suitable explanations are not received.

Anush shall temporarily suspend or close a client's account at the request of client within 24 hours of having received client's such request.

#### De-registering a client -

Anush will de-register a client without any prior intimation/notice, in addition to the termination clause of the client member agreement, with regards to:

- a. The Client has found to be of unsound mind by a court of competent jurisdiction and the findings is in force
- b. The Client becomes un-discharged insolvent
- c. The Client applies to be adjudicated as an insolvent
- d. The Client has been convicted by a Court of any offence involving moral turpitude
- e. The client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force
- f. In the event of Anush-NSE-BSE becoming aware of any proceedings being initiated against the client by any of the regulatory bodies of the country or under any law being in force or the client being involved in any criminal proceedings or any illegal business or the member becoming aware of the client's past offences which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.
- q. The death of the client.
- h. The depository account with member is closed and no alternative depository account details are provided.
- i. The client makes a voluntary written request to de-register itself/himself.
- j. In the event of client defaulting in meeting its obligations.



k. On the specific written directions of any statutory / legal authority / Regulatory Authority.

#### IV. Policy for Dormant Accounts:

#### A) Definition of Dormant Account & Limitations/Restrictions on such Account:

An account (irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions (trade, payment, receipts) for a period in excess of 6 Months from the last transaction date. The following limitation / restriction shall apply to a dormant account unless the same is re-activated:

- -Account shall be frozen for further transaction
- Pay-out of funds and/or securities will be retained by the Anush-NSE-BSE

#### B) Information to clients:

In the interest of the clients, as & when any account has been classified as dormant accounts as above the client shall be informed through either direct phone or mail or letter to the contact details/address last available with the company within seven days of such classification.

#### C) Re-activation of Dormant Accounts:

A dormant account can be re-activated when the client submits a formal application stating the reasons for non-operation and provide the proof of identity. After due verification by the company the account shall be re-activated.

The company shall levy Rs 100/- as charge for re-activation, subject to waiver if authorized.

I have read and understood the above policy for RMS and Controls of the Anush and state that I will strictly abide by the conditions laid in this policy.

Latest version of the policy is avaliable at the trading member(s), website www.anushshares.com.

Client's Signature(s)	: 44
Client Name	:

Voluntary

# Consent to receive the Contract Note, Trade Confirmations and DP Transaction cum holding statement by E-mail

#### **Anush Shares & Securities Pvt. Ltd**

No.247, Old No.119, R.K. Mutt Road, Chennai-600 028.

Sir.

To.

I/We hereby consent to receive the contract note/trade confirmations of the trades executed by me/us and monthly DP transaction cum holding statements, bills & account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the Rules made there under, to any of my self created Email IDs mentioned below -

Email ID - 1	
Email ID - 2	
Email ID - 3	

I/We further hereby consent to the following:

- 1. That the Member/Depository Participant shall fulfill its legal obligation if the aforesaid documents are sent electronically to anyone of the said e-mail IDs.
- 2. I/We shall communicate the change in e-mail ID, if any, to you through a duly signed physical letter.
- 3. I/We undertake to check contract notes/ monthly DP holding and transaction statements, bills on regular basis and bring the discrepancies to your notice within 48 hours of the execution of the trade or on receipt of the said statements.
- 4. Non verification or not accessing the contract notes/ DP holding cum transaction statements on regular basis from my/our part shall not be a reason for disputing the contract note or the DP holding or transaction statements at any time.
- That Member/ Depository Participant will not be responsible for non receipt of documents sent via electronic delivery due to change in email address as mentioned above or for any other reason which inter alia include the malfunction of my/our computer system/server/internet connection etc.
- 6. That the non-receipt of bounced mail notification by Anush shall amount to delivery of the documents at my/our E-mail ID.
- 7. That the Member shall not take cognizance of out-of office/out of station auto replies and I/We shall be deemed to have received such electronic mails.

Yours faithfully,

Voluntary	Reque	est & Authority for Place	ement of Securities Coll	ateral & Withdrawal
Client Name	:			
Client Signature (	(s) : <b>45</b>	First Holder	Second Holder	Third Holder

To.

#### Anush Shares & Securities Pvt. Ltd

No.247, Old No.119, R.K. Mutt Road, Chennai-600 028.

Dear Sir.

In order to facilitate operations and to abide by the statutory requirements as laid down from time to time, I/we wish to keep transferring the securities to yours designated demat account from time to time as collaterals towards margin deposit for Cash/Derivatives Segments of the Exchanges for which you may please exempt me/us to give you separate individual instructions every time. Such collateral securities so transferred to your designated demat account should be credited to my/ our account and margin benefits be given to me/us accordingly.

I/we also wish to avail exposure against stock lying in my/our DP account maintained with your Depository Participant and authorize you to transfer the securities so lying in my/our demat account(s) to yours designated demat account for the purpose of exposure and/or any margin and/or payin and/or early pay-in and / or pre pay-in obligations that arise/may arise on my/our trade position in any exchange-segment

I/we also request & authorize you to directly deliver such collateral securities to the Stock Exchanges towards my/our pay-in/early pay-in/pre pay-in margin obligations without any reference to me/us.

I/we further confirm that all the Demat Charges in this regard would be borne by me/us.

Yours faithfully,

Client Signature(s)	:46			
		First Holder	Second Holder	Third Holder
Client Name	:			

### Voluntary **LETTER FOR AUTHORISED SIGNATORIES - ALL EXCHANGES** NSE-CM/F&O BSE-CM/F&O NSE-MFSS BSE-MFSS To, Anush Shares & Securities Pvt. Ltd. No.247, Old No.119, R.K. Mutt Road, Chennai-600 028. Sir(s), Re: Letter for authorised signatories Kindly find below a list of authorised signatories to represent us, their authority including but restricted to Placing/ modifying/ cancelling orders on our behalf 1. 2. Acknowledging contract notes issued by you to us for our trades All other communications from us to you / From you to us 3. Name of the signatories Signature Relation, if any 1 2 3

Client Signature(s): (47)

Client Name

### **MANDATORY**

### **DECLARATION BY CLIENT**

To,

#### Anush Shares & Securities Pvt. Ltd.

No.247, Old No.119, R.K. Mutt Road,

Chennai-600 028.

Ph: 24616721, 24616723, Fax: 24614198

- 1. You may refuse order for penny stocks.
- 2. The exposure limit be given according to my income.
- 3. The brokerage shall be fixed as agreed by both

<ol> <li>You may temporarily suspend or close in payments being made by me.</li> </ol>	-	ither at my request or in	case of frequent de	elay
5. At my request you may close and de-r	egister my acc	ount.		
6. I may also revoke the authorization gives	en to you by re	equest.		
Thanking you,				
Your's faithfully,				
Signature : 48			Date :	
Name of Client :			Place :	
DECLAR	ATION BY	THE KARTA (IN	CASE OF HU	F)
To,				
Anush Shares & Securities Pvt. L	.td.			
No.247, Old No.119, R.K. Mutt Road,				
Chennai-600 028.				
Door Sir				
Dear Sir,				
The Undersigned and the Karta of				(HUF) hereby, disclose
the following details of our HUF and all		s:		
	<del></del>	D ( (1): II	<u> </u>	D 1 (' 1'
Name of the members	Sex	Date of birth		Relationship
1. 2.				
3.				
4.				
5.				
0.			l	
I hereby, state that details mentioned as immediately in writing.	above are tru	ie and any changes the	erein would be intii	mated to you
Thanking you,				

Your Truly,

(Signature with Karta Seal)

Name of the Karta:

#### Voluntary

#### Authority to adjust debits in the accounts of 'Relatives'

To,

#### Anush Shares & Securities Pvt. Ltd.

No.247, Old No.119, R.K. Mutt Road, Chennai-600 028.

Sir,

As I/We agree to open an account with you, I/we agree to intimate I inform the details of my relatives, from time to time ('Relative' shall mean and include relatives as defined under Section 6 of the Companies Act, 1956') that may open trading account with you on the Stock Exchanges, both the BSE and NSE. In case I/we fail to intimate / inform you, I/we authorize you to identify the same if possible at your end.

In case of any default in the account of any of such 'relatives', I/we hereby authorize you to set off and adjust the outstanding amounts of money and / or securities in any of the said accounts against credits of money and/or securities available or arising in my / our account irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any exchange and/or against the value of margins and/or collateral securities provided to you by me / us. I/ We also authorize you to pass appropriate journal entries in order to give effect to the same any time after three months from the date of the transaction or as may be deemed fit by you.

as may be deemed fit b	y you.	
The following are our F 1) 2) 3) 4)	Relatives / Group A/C	
Yours faithfully,		
Client Signature(s):	49	
Client Name:		
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		Form No
To,	Acknowledge	ment
Anush Shares & Se	ecurities Pvt. Ltd. a.K. Mutt Road, Chennai-600 028.	
Sir,		
I / We have read and us various agreements of		lso accepted the terms and conditions mentioned in the
=		with supporting documents and POA bearing trading ery instruction book
Yours faithfully,		
Client Signature(s):		
Client Name : _		

#### Voluntary

# Authority to Retain Securities and Funds (For Maintaining Running Account)

To,

#### Anush Shares & Securities Pvt. Ltd.

No.247, Old No.119, R.K. Mutt Road, Chennai-600 028.

Sir,

In order to facilitate operations, I/We hereby authorize you to maintain my/our accounts both in securities and funds with you on a running account basis and consider the balance in said accounts for the purpose of margins or any other obligations due to you across any segment of any Stock Exchange and also authorize you to hold my/our credit/securities in anticipation of future debits in my/our account till my/our further instruction to release the same. I/We further authorize you to set off/adjust any of my/our debit/dues in any segment of any Stock Exchange with credit of any other segment of any other Exchange in my/our account.

This authorization is valid until it is revoked by me / us. This authorization can however be revoked by me/us in writing at any point of time after giving 10 days notice for the same.

I/We desire actual settlement of funds and securities at least once in a calendar quarter or month (strike out non preference). I/We, am/are under an obligation to bring any dispute arising from the statement of account or settlement to your notice within 7 working days from the date of receipt of funds / securities or statement as the case may be.

Yours faithfully,

Client Signature(s): 50	)		
Client Name :		_	
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### POA FOR PAY-IN OF SECURITIES FOR THE PURPOSE OF SETTLEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME, IA	Ve,1)	
2)	, an individual / a rate/trust, having his/her	
(hereinafter referred to as "client")		
Whereas I / We hold a Beneficiary account no.		
(BO-ID with Central Depository Services (India) Limited, <b>LTD.</b> , (name of the Depository Participant) bearing DP-ID		SHARES & SECURITIES PVT.
And Whereas I/We am/are investor engaged in buy SHARES & SECURITIES PVT.LTD., (name of the CIEXCHANGE OF INDIA LTD, bearing SEBI Registration Limited Registration NoSEBI INB 010817139.	earing Member), a me	ember of NATIONAL STOCK
<b>And Whereas</b> due to exigency and paucity of time, I/Wooperate the aforesaid beneficiary account on my behappearing:		
NOW KNOW WE ALL AND THESE PRESENTS WITNER NOMITATE, CONSTITUTE/ AND APPOINT M/s, ANUS attorney/ Clearing Member) as my/our name to do in securities and/or to transfer securities from the aforesaid clearing house of the recognized stock exchange towar through them.	H SHARES & SECURI struct the aforesaid D account for the purpos	TIES PVT. LTD., (name of the epository Participant to debit se of delivering the same to the
This authority is restricted to the pay-in obligations aris through <b>M/s. ANUSH SHARES &amp; SECURITIES PVT.L</b> instructions given by the aforesaid Clearing Member to respective Clearing Accounts of Stock Exchange(s) viz., the manner specified herein. And also <b>12040400000361</b> :	TD., (name of Clearing the Depository Paticipa 1204040000027242 (	y Member) and I/We ratify the ant named hereinabove to the CDSL) & IN556744 (NSDL) in
I/We further agree and confirm that the powers and auth force until the same is revoker by me/we in writing to the D		
SIGNED AND DELIVERED By the within named Beneficial Owner(s)		
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1)2)2nd hold	3)	
1st holder sign 2nd hold	3) er sign	3rd holder sign
WITNESSES : Signature1	Signature1	
NAME :	NAME :	
ADDRESS :	ADDRESS:	
I/We Accept For ANUSH SHARES & SECURITIES PVT.LTD.,		
Authorised Signatory	PLACE:	DATE: