

# Annexure - 1

## ACCOUNT OPENING KIT

### INDEX

MANDATORY SECTION			
Sr. No.	Name of the Document	Brief Significance of the Document	Pg. No.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI, EXCHANGES &amp; DEPOSITORY</b>			
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	A1 - A3 A4 - A11
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	B1 - B6
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	C1 - C4
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	D1 - D2
5	Policies and Procedures	Document describing significant policies and procedures of the ANUSH	E1 - E3
6	Declaration by Client	Self declaration	E3
<b>MANDATORY FOR DEPOSITORY</b>			
7	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	F 1
8	Details of DP scheme and charges	A Statement containing various schemes and charges applicable for availing various depository services.	G1
9	DP - BO	Rights and obligation of clients and DP.	G2 - G3
10	Application for SMS alert for all DP transactions	Application by client to receive the SMS alerts for various transactions in his DP Account.	G4 - G5
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
11	Consent to receive the contract note, trade confirmations and DP transaction cum holding statement bye-mail	A mandate by the client to receive the contract note, trade confirmations and DP transaction cum holding statement in electronic form instead of physical form.	H1
12	Request & authority for placement of securities collateral & withdrawal for margin	Consent through which client gives authority to place their securities towards his/her margin obligations.	H1
13	Letter of authorized signatories	Authorization letter in favour of third party to represent the client for performing certain activities	H2
14	Declaration by Karta	HUF undertaking of coparceners	H2
15	Authority to adjust debits in the A/c of 'Relatives' & PRO Disclosure	Consent to adjust debits in the accounts of 'Relatives' & PRO Disclosure'	H3
16	Authority to retain securities and funds	An Authority given by the client to member to hold his securities and funds payout beyond statutory time limit for operational convenience.	H4
17	DP POA	Power of Attorney given by client to Anush Shares & Securities Pvt. Ltd for operational convenience	

## ANUSH SHARES & SECURITIES PVT. LTD.

SEBI Regn No.: SEBI NO: INZ000271235, CDSL DP NO: IN - DP - CDSL - 683 - 2013

Registered office address: No. 247 (Old No. 119), R.K. MUTT ROAD, CHENNAI - 600 028.

Ph: 044-24616721/23 Fax: 044-24614198 Website: [www.anushshares.com](http://www.anushshares.com)

Compliance officer name, phone no. & email id: T.RAJKUMARJAIN, 044-24613111, rajkumar@anushshares.com

CEO name, phone no. & email id: H.S.RAMESH KUMAR SURANA, 044-24616721, rameshsurana@anushshares.com

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

For NSE: [ignse@nse.co.in](mailto:ignse@nse.co.in) and Phone No. (022) 26598190, for CDSL: [complaints@cdslindia.com](mailto:complaints@cdslindia.com), Toll Free : 18002005533

For BSE: [is@bseindia.com](mailto:is@bseindia.com) and Phone No. (022) 22711233-34 **ANUSH - CIN : U65993TN1994PTC027545**





# Know Your Client (KYC) Application Form (For Non-Individuals Only)

Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

Trading A/c ☐ Demat A/c ☐**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name).

2. Date of Incorporation    /    /       Place of Incorporation          3. Registration No. (e.g. CIN)                     Date of commencement of business    /    /      

4. Status Please tick (✓) ☐ Private Ltd. Co. ☐ Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust / Charities / NGOs ☐ HUF ☐ FI ☐ FII  
☐ FPI Category I ☐ FPI Category II ☐ FPI Category III ☐ AOP ☐ Bank ☐ Government Body ☐ Non-Government Organisation  
☐ Defence Establishment ☐ Body of Individuals ☐ Society ☐ LLP ☐ Others (Please specify) \_\_\_\_\_

5. Permanent Account Number (PAN) (MANDATORY)                Please enclose a duly attested copy of your PAN Card**B. Address Details (please see guidelines overleaf)**

1. Address for Correspondence

City / Town / Village

State

Country

Postal Code

2. Contact Details

Tel. (Off.) (ISD) (STD)

Mobile (ISD) (STD)

E-Mail Id.

Tel. (Res.) (ISD) (STD)

Fax (ISD) (STD)

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents &amp; tick (✓) against the document attached.

☐ \*Latest Telephone Bill (only Land Line) ☐ \*Latest Electricity Bill ☐ \*Latest Bank Account Statement ☐ Registered Lease / Sale Agreement of Office Premises  
☐ Any other proof of address document (as listed overleaf). (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted    /    /      

4. Registered Address (If different from above)

City / Town / Village

State

Country

Postal Code

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents &amp; tick (✓) against the document attached.

☐ \*Latest Telephone Bill (only Land Line) ☐ \*Latest Electricity Bill ☐ \*Latest Bank Account Statement ☐ Registered Lease / Sale Agreement of Office Premises  
☐ Any other proof of address document (as listed overleaf). (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted    /    /      **C. Other Details (please see guidelines overleaf)**

1. Name, PAN, DIN/Aadhaar Number, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors (Please use the Annexure to fill in the details)

2. Any other information:

**DECLARATION**

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

Place: Date: 

**NAME & SIGNATURE(S)  
OF AUTHORISED  
PERSON(S)**

1

**FOR OFFICE USE ONLY**

AMC/Intermediary name OR code

☐ (Originals Verified) Self Certified Document copies received☐ (Attested) True copies of documents received

Seal/Stamp of the intermediary should contain

Staff Name

Designation

Name of the Organization

Signature

Date

Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant \_\_\_\_\_ PAN of the Applicant \_\_\_\_\_

Sr. No.	PAN	Name	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

Place for Intermediary Logo



Date    /    /

Name & Signature of the Authorised Signatory(ies)



**A. IDENTITY DETAILS - DETAILS OF GUARDIAN (In case Applicant is a Minor) / Related Party**

1. Name of the Applicant: \_\_\_\_\_
2. Father's/ Spouse Name: \_\_\_\_\_
3. a. Gender: Male/ Female   b. Marital status : Single/ Married   c. Date of birth: \_\_\_\_\_(dd/mm/yyyy)
4. a. Nationality: \_\_\_\_\_   b. Status: Resident Individual/ Non Resident/ Foreign National
5. a. PAN: \_\_\_\_\_   b. Unique Identification Number (UID)/ Aadhaar, if any: \_\_\_\_\_
6. Specify the proof of Identity submitted: \_\_\_\_\_

**B. ADDRESS DETAILS**

1. Address: \_\_\_\_\_  
\_\_\_\_\_ City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_\_\_ (Res.) \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email id: \_\_\_\_\_
3. Relationship of the Guardian with BO \_\_\_\_\_
4. Specify the proof of address submitted for address: \_\_\_\_\_

**INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM****A. IMPORTANT POINTS:**

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

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, 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.)

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

**D. Exemptions/clarifications to PAN**

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

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

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

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

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

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



## Annexure – 3

### TRADING & DEMAT ACCOUNT RELATED DETAILS

#### A. BANK ACCOUNT(S) DETAILS

*For Individuals & Non-individuals*

Bank Name	Branch address	Account Type: SB/CA/ NRI / NRE / NRO	Bank account no.	MICR Number	IFSC code

#### B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
Anush Shares & Sec Pvt. Ltd.	CDSL		1204 0400	

#### C. TRADING PREFERENCES

*\*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.*

Exchanges	Segments	
<b>NSE</b>	Cash	<input type="checkbox"/> 2
	F&O	<input type="checkbox"/> 3
<b>BSE</b>	Cash	<input type="checkbox"/> 4
	F&O	<input type="checkbox"/> 5
<b>MCX - Sx</b>	Cash	<input type="checkbox"/> 6
	F&O	<input type="checkbox"/> 7
<b>Currency Derivative</b>		<input type="checkbox"/> 8

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

#### D. PAST ACTIONS

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

#### E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name: ..... SEBI Registration number: .....

Registered office address: .....

Ph: ..... Fax: ..... Website: .....

Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)

Name of stock broker:.....Name of Sub-Broker, if any:.....

Client Code: .....Exchange: .....

Details of disputes/dues pending from/to such stock broker/sub- broker: .....

#### F. ADDITIONAL DETAILS .

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):.....

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: .....

In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:.....

Any other information: .....

## G. INTRODUCER DETAILS (optional)

Name of the Introducer: .....

Address and phone no. of the Introducer: ..... Signature of the Introducer: .....

## H. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range per annum: upto Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / >25 Lacs or

Net-worth as on (date)..... (.....) (Net worth should not be older than 1 year)

2. Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others .....

3. Please tick, if applicable: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP) / Not a (PEP)

4. Type of Account (Please tick whichever is applicable)

**Individual:** Individual Resident / Individual - Director / Individual HUF / AOP Individual Director's Relative / Individual Promoter / Individual Margin Trading A/C (MANTRA) / Others (Specify)..... / Minor

**Individual NRI :** NRI Repatriable / NRI Non - Repatriable / NRI Repatriable Promoter / NRI Non - Repatriable Promoter / NRI Depository Receipts / Others (Specify) .....

**Foreign National :** Foreign National / Foreign National - Depository Receipts / Others (Specify).....

5. RGESS ☐

6. Email RTA Download - Yes / No

7. Annual Report - Physical / Electronic / Both

8. I/We would like to instruct the DP to accept all the pledge instruction in my/ our account without any further instruction from my / our end - YES / No

9. Any other information: .....

9



### Nomination Form

☐ I/we do **not wish to nominate any one for this demat account.**

☐ I/ We nominate the following person/s who is entitled to receive security balance lying in my/our account, particulars whereof are given below, in the event of the death of the Sole holder or the death of all the Joint Holders.

#### BO ACCOUNT DETAILS

Name of the Sole / First Holder	
Name of Second Holder	
Name of Third Holder	

Nomination Details	Nominee1	Nominee 2	Nominee 3
First Name			
Middle Name			
Last Name			
Address			
City			
State			
PIN			
Country			
Telephone No			
PAN No			
UID			
Relationship with the Bo			
Date of Birth			

**Details of the Guardian of Nominee (if the nominee is minor)**

Nomination Details	Nominee1	Nominee 2	Nominee 3
First Name			
Middle Name			
Last Name			
Address of the Guardian of nominee			
City			
State			
PIN			
Country			
Telephone No			
PAN No			
UID			
Relationship of the Guardian with Nominee			
<b>Percentage of Allocation of Securities</b>			

Please tick any one nominee.			
Residual Securities			

**Note:** Residual securities :- In case of multiple nominees, please choose any one nominee who will be credited with residual securities remaining after distribution of securities as per percentage of allocation. If you fail to choose one such nominee, then the first nominee will be marked as nominee entitled for residual shares.

	First / Sole Holder	Second Holder	Third Holder
Name			
Signature			

**Note :** one witness shall attest signature/ Thumb Impression(s)

	First Witness	Second Witness
Name of Witness		
Address of Witness		
Signature of Witness		

(To be filled by DP)

Nomination form accepted and registered wide Registration No. \_\_\_\_\_ Dated \_\_\_\_\_





## 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 any change(s) in the details/particulars mentioned by me/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.

Automatic Credit ☐ Yes I/We authorised you to receive credits in my / our account without any instruction from me / us ☐ No

I/We have read and understood the contents of the Rights and Obligations document.

Details	1 <sup>st</sup> Holder	2 <sup>nd</sup> Holder	3 <sup>rd</sup> Holder/Guardian for minor
Name			
Signature	<div style="text-align: center;">  </div>		
Photo	<div style="text-align: center;">  </div>	<div style="text-align: center;">  </div>	<div style="text-align: center;">  </div>

## DECLARATION

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

I hereby Consent to receiving Information from Central KYC Registry/NSE/BSE/CDSL through SMS/Email on the above registered number/email address.

Whether you wish to receive statement of Accounts once in : Monthly ☐ Quarterly ☐

Transaction Cum Holding / Transaction statements / Contract Note / Other Information and Communications in above given Email ID: Yes ☐ No ☐

Whether you wish to do Actual Settlement of funds & securities : Monthly ☐ Quarterly ☐

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client : \_\_\_\_\_

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

*I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the 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.*

**For ANUSH SHARES & SECURITIES PVT, LTD.****Authorised Signatory****Seal/Stamp of the stock broker****Date .....****INSTRUCTIONS/ CHECK LIST**

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

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

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

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

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

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



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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

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

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

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

#### **DISPUTE RESOLUTION**

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

#### **TERMINATION OF RELATIONSHIP**

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

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

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

Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the

stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

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

#### **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT (All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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

## **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

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

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#### SETTLEMENT IN THE CASH MARKET.

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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.

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

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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.

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#### **DISPUTES / COMPLAINTS**

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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 majeure 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 inter alia, 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).
4. 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](http://www.anushshares.com).

### **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.
4. You may temporarily suspend or close my account either at my request or in case of frequent delay in payments being made by me.
5. At my request you may close and de-register my account.
6. I may also revoke the authorization given to you by request.

Thanking you,

Your's faithfully,

Signature :

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

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

Place : \_\_\_\_\_



## BROKERAGE DETAILS

Brokerage Scheme

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	Trading		Delivery		Derivatives	
	%	Min.	%	Min.	%	Min.
1 <sup>st</sup> Side						
2 <sup>nd</sup> Side						

OPTION PER LOT Rs. \_\_\_\_\_

Minimum contract charges	Rs. 10/-
Demat Beneficiary charges	Rs. 36/- per Transaction
Inter settlement charges	Rs. 15.50 per Transaction
<b><u>Penalty charges</u></b>	
UCI Trade Modification	Actual from Exchange
Margin Shortfall in future & option segment	Actual from Exchange
Overdue Interest @	
Other Charges (if any)	

## DECLARATION

I/ We hereby agree 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 : \_\_\_\_\_

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

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Client Signature

## Details of DP Schemes and Charges Applicable

☐ Investor scheme

☐ Traders scheme

☐ BSDA

Sr. No.	Particulars	SCHEMES	
		Investor	Traders
1.	<b>Annual Membership Charges</b> a) Individual b) Corporate	RS.250/- Rs.700/-	RS.1000/- Rs.1400/-
2.	<b>Deliveries / Debt</b> (On Market, Off Market, Interdepository) a) Within Anush Pay-in b) Within Anush Bo to Bo c) Outside Anush DP	Rs. 16- Per Transaction / 0,02% of value Rs. 16- Per Transaction / 0,02% of value Rs. 25/- Per Transaction	100 trxn Free/Year / 0,02% of value Rs. 16/- Per Transaction / 0,02% of value Rs. 25/- Per Transaction
3.	<b>Pledge:</b> a) Creation b) Closure c) Invocation	Rs. 50/- Per request	Rs. 50/- Per request
4.	<b>Dematerialisation</b>	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.	<b>Rematerialisation</b>	Actual CDSL Charges Plus	Actual CDSL Charges Plus

- 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 availing '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 delivery transaction.
  5. CDSL Levies Rematerialization charges as higher of the following:
    - i) A fee of Rs 10/- for every 100 securities or part thereof;
    - or
    - 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.

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**First Holder**



**Second Holder**



**Third Holder**

### 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 responsibility.

**Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.

2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

**Beneficial Owner information**

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.

4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

**Fees/Charges/Tariff**

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "*no charges are payable for opening of demat accounts*"

6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.

7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

**Dematerialization**

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

**Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

**Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

**Statement of account**

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

**Manner of Closure of Demat account**

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as

well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### **Default in payment of charges**

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Depository**

21. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### **Freezing/Defreezing of accounts**

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, 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.

#### **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.

28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and/or SEBI

30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

31. 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 Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



## 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:

1. "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.
3. The BO also acknowledges that the readability, accuracy and timelessness 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 error 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](mailto: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 information is kept confidential. The depository does not warrant the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty 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 resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty 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 fraudulent, duplicate or erroneous use / misuse information by any third person.

**Liability and Indemnity :** The Depository shall not be liable for any breach of confidentiality 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, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service 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 :

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 account / 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 more 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 acceptance 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											
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 messages are to be sent

The mobile number is registered in the name of : \_\_\_\_\_

\* E-mail ID : \_\_\_\_\_

**\* Mobile No. & E-mail ID should be same as mentioned in Constituent details.**

<b>easi</b>	<input type="checkbox"/> Yes	If yes, please contact your DP for details [Facility through CDSL's website <a href="http://www.cdslindia.com">www.cdslindia.com</a> where a BO can view his ISIN balance, transactions and value of the portfolio online]	<input type="checkbox"/> No
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**Voluntary****Consent to receive the Contract Note, Trade Confirmations and**

To,

**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,

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.
5. 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,

Client Signature (s) : (18)

**First Holder****Second Holder****Third Holder**

Client Name : \_\_\_\_\_

**Voluntary****Request & Authority for Placement of Securities Collateral & Withdrawal**

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) : (19)

**First Holder****Second Holder****Third Holder**

Client Name : \_\_\_\_\_

**Voluntary**

**LETTER FOR AUTHORISED SIGNATORIES - ALL EXCHANGES**

NSE - CM / F&O / CDS, 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

1. Placing/ modifying/ cancelling orders on our behalf
2. Acknowledging contract notes issued by you to us for our trades
3. All other communications from us to you / From you to us

Name of the signatories

Signature

Relation, if any

1

2

3

Client Signature(s) :

Client Name : \_\_\_\_\_

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**DECLARATION BY THE KARTA (IN CASE OF HUF)**

To,

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

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

Chennai-600 028.

Dear Sir,

The Undersigned and the Karta of \_\_\_\_\_ (HUF) hereby, disclose the following details of our HUF and all its coparceners :

Name of the members	Sex	Date of birth	Relationship	PAN NUMBER
1.				
2.				
3.				
4.				
5.				

I hereby, state that details mentioned as above are true and any changes therein would be intimated to you immediately in writing.

Thanking you,



**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.

The following are our Relatives / Group A/C

- 1)
- 2)
- 3)
- 4)

Yours faithfully,

Client Signature(s): (21)



Client Name: \_\_\_\_\_

**Voluntary****DISCLOSURE AND NOTING OF MEMBER'S PRO ACCOUNT TRADING**

To

Anush Shares &amp; Securities PVT LTD,

NO.247/119 R K Mutt Road, Chennai 600028.

Sir,

I/We confirm that I/We have made note Anush Shares & Securities Pvt. Ltd., Trades in its OWN/PRO account in all the Stock Exchange(s) Say NSE/BSE/ MCX-Sx

Yours faithfully

Client Signature

(22)



Client Name: \_\_\_\_\_

H3

**Acknowledgement**

Form No. \_\_\_\_\_

To,

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

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

Sir,

I / We have read and understood Anush policies and procedures and also accepted the terms and conditions mentioned in the various agreements of the KYC form.

I / We hereby acknowledge receipt of copy of duly executed KYC form with supporting documents and POA bearing trading code no. \_\_\_\_\_ and DP welcome KIT with delivery instruction book \_\_\_\_\_

I/We have received and read the copy of Rights &amp; Obligations documents

I/We have made noted that the member Trades in its OWN/PRO account in all the Stock Exchange(s)

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 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 10/\_\_\_\_\_ working days from the date of receipt of funds / securities or statement as the case may be.

Yours faithfully,

Client Signature(s) : (23)



Client Name : \_\_\_\_\_

**Voluntary****Same Mobile No. & Email for Multiple Demat and Trading account**

To,

ANUSH SHARES AND SECURITIES PVT LTD

CHENNAI – 600028

SUB: Same Mobile No. &amp; Email for Multiple Demat and Trading account- reg

Sir,

I/We have given same Mobile No. & Email for Demat & Trading A/c for our family a/c's. Hence, please accept that mobile number and Email id for both /all A/c's for all the correspondence statement such as Holding ,transaction, bills, ledgers a/c, notices, circular, any amendments and any other document in electronic form Family A/c details are as follows:

Client Name	A/c No.	Mobile No	E-Mail ID

Yours faithfully,

Client Signature(s) (24)



Client Name : \_\_\_\_\_ H4

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