

ALACRITY SECURITIES LTD.

Faith of the Investors

MEMBER OF • BSE • NSE • DERIVATIVES

BSE Cash Segment SEBI Registration No. INB 010909837 NSE Cash Segment SEBI Registration No. INB 230909834 NSE Derivative Segment SEBI Registration No. INF 230909834

CLIENT REGISTRATION APPLICATION FORM

Client name	
Client Code	

Corporate / Regd. Office: 101, Hari Darshan, B-Wing, Bhogilal Fadia Road,

Kandivali (W), Mumbai - 400 067.

Tel.: 2807 6537 / 3819 / 28089469 Fax: 2807 3967

E- mail.:alacritysec@gmail.com , For grievances : ig@alacritysec.com

Website: www.alacritysec.com

PROPRIETORY TRADE DECLARATION

In terms of circular no. SEBI/MRD/SE/CIR-42/2003 date 19 Nov 2003 issued by Securities and Exchange Board of India the broker member is obliged to disclosed to it's clients/constituents whether the member is trading in his own account or not. Accordingly we hereby inform you that depending upon the market conditions, the members, its directors or its associates do invest / trade in capital / derivatives segment. The same may please be noted.

ACCOUNT OPENING KIT INDEX OF DOCUMENTS

Sr.No.	Name of the Document Brief Significance of the Document							
	MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES							
1.	Account Opening Form	Instructions/check List For Filling KYC Form Instructions/check List Know Your Client (KYC) Application Form - Individual Know Your Client (KYC) Application Form - Non-Individual Trading Account related details	1 - 2 3 - 4 5 - 6 7 - 8 9 - 11					
2.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Bombay stock exchange(s) (to be added by the stock broker).	12					
3.	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).	13 - 17					
4.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	18- 21					
5.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	22 - 23					
6.	Policies and Procedures	Document describing significant policies and procedures of Alacrity Securities Ltd	24 - 27					
	VOLUNTARY DOCUM	IENTS AS PROVIDED BY THE STOCK BROKER	1					
7.	Policies and Procedure for Prevention of Money Laundering	As per the requirement of the PMLA Act 2002	28 - 31					
8.	Risk Management Policy		32					
9.	Running Account Authorization		33					
10.	HUF Declaration		34					
11.	Acknowledgment Copy of Client for	or Receipt of Complete Set of KYC Documents.	35					

Name of stock broker:	ALACRITY SECURITIES LTD.			
Registered office / Correspondence address:	101, Hari Darshan, B-Wing, Bhogilal Fadia Road, Kandivali (W), Mumbai - 400 067.			
Compliance officer name, Phone No.	Mr. Bipin Panchal. Ph. No. 2807 3967			
& email:	E-mail: bpanchal29@gmail.com			
CEO name, Phone No.	Mr. Hiten Mehta. Mob. No. 9324268504			
For any grievance/dispute please contact ALACRITY SECURITIES LTD. at the above address or email id-investorgrievances.as ig@alacritysec.com and Phone No. 91-22-28073967. In case not satisfied with the response, please contact the BSE at stanias.crasto@bseindia.com and Phone No. 91-22-22721233/34.				

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

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

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

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

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

D. Exemptions/clarifications to PAN

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

- 1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g.Official liquidator, Court receiver etc.
- 2. Investors residing in the State of Sikkim.
- 3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- **4.** SIP of Mutual Funds up to 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:

Types of entity	Documentary requirements
Corporate	
Partnership firm	
Trust	
HUF	 ∠PAN of HUF. ∠Deed of declaration of HUF/List of coparceners. ∠Bank pass-book/bank statement in the name of HUF. ∠Photograph, POI, POA, PAN of Karta.
Unincorporated association or a body of individuals	 Proof of Existence/Constitution document. Resolution of the managing body & Power of Attorney granted to transact business on its behalf. Authorized signatories list with specimen signatures.
Banks/Institutional Investors	
Foreign Institutional Investors (FII)	∠Copy of SEBI registration certificate.∠Authorized signatories list with specimen signatures.
Army/Government Bodies	
Registered Society	 ∠Copy of Registration Certificate under Societies Registration Act. ∠List of Managing Committee members. ∠Committee resolution for persons authorised to act as authorised signatories with specimen signatures. ∠True copy of Society Rules and Bye Laws certified by the Chairman/ Secretary.

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	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self-declaration with relevant supporting documents.

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

- 2. Copy of cancelled cheque leaf/pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
- 3. Demat master or recent holding statement issued by DP bearing name of the client.
- 4. For 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.

For Individuals



KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DE	ETAILS							
1. Name of the Ap	plicant:							
2. Father's/Spous	e Name:							
3. a. Gender:	☐ Male	Female		b. Marital status	☐ Married ☐ Single			
c. Date of birth	(dd/mm/yyyy	7)					
4. a. Nationality			b. §	. Status: Resident Individual/Non-Resident/Foreign National				
5. a. PAN:			b. l	Unique Identification N	umber (UID)/Aadhaar, if any:	•••••		
6. Specify the pro	of of Iden	tity submitte	ed:					
B. ADDRESS DE	TAILS							
1. Address for cor	responder	ice:						
City/town/village:					Pin Code:			
State:					Country:			
2. Contact Detail	s: Tel. (O	ff.)			Tel. (Res.)			
Mobile No.:		Fax	x:		Email id:			
3. Specify the pro								
address submit correspondence								
•								
4. Permanent Address								
(if different from above or overseas address, mandatory								
for Non-Resident	Applicant)):						
City/town/village:					Pin Code:			
State:					Country:			

5. Specify the proof of							
address submitted for							
registered address:							
C. OTHER DETAILS							
1. Gross Annual Income	Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac />25 Lacs or						
Details (please specify): Income Range per annum: Net-worth as on (date)(
meome Range per annum.	(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 (P	EP) Related to a Politically Exposed Person (PEP)						
4. Any other information:							
DECLARATION							
	rnished above are true and correct to the best of my knowledge and belief and I undertake rein, immediately. In case any of the above information is found to be false or untrue of						
	m aware that I may be held liable for it.						
Signature of the Applicant							
Date:							
	FOR OFFICE USE ONLY						
	rified) True copies of documents received						
[(Self-Atteste	ed) Self-Certified Document copies received						
For ALACRITY SECURIT	TES LTD.						
Director / Authorised Signa	utory						
Date:							
Dutt.							



KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DET	TAILS							
1. Name of the App	olicant:							
2. Date of incorpor	ration:	(dd/mm/y	ууу)	Place of incorporation				
3. Date of commen	cement of	business:	(do	(dd/mm/yyyy)				
4. a. PAN:			b.	b. Registration No. (e.g. CIN):				
5. Status (please ti	ck any one	e):	•					
☐ Private Limited	Co. 🗌 Pu	ıblic Ltd. C	Co. 🗆	Body Corpo	rate 🗌 Part	nership 🗌	Trust ☐ Charities ☐ NGO's	
□ FI □ FII □	HUF 🗌	AOP [Ba	ank 🗌 Go	vernment Bo	dy 🗆 N	Non-Government Organization	
☐ Defense Establis	shment	BOI		ociety LL	P Other	s (please spe	cify)	
B. ADDRESS DET	TAILS							
1. Address for corr	espondenc	ce:						
City/town/village:				I	Pin Code:			
State:					(Country:		
2. Contact Details:	: Tel. (Off	f.)			7	el. (Res.)		
Mobile No.:		Fa	ıx:		I	Email id:		
3. Specify the proof								
address submitt correspondence								
correspondence	addi ess.							
4. Registered Addr								
(if different from above or):								
City/town/village:					I	Pin Code:		
State:					(Country:		
5. Specify the prod					1	1		
address submitt registered addre	ted for							
registereu adurt								

C. OTHER DETAILS		
1. Gross Annual Income Details (please specify): Income Range per annum:	Below: Rs. 1 Lac/1-5 Lac/5-10 Lac/10-25 Lac/25 Lacs-1	crore/> 1 crore
2. Net-worth as on (date)	() (*Net worth should r	not be older than 1 year)
3. Name :		
PAN		
Residential address and photographs of Promoters / Partners/ Karta/Trustees and whole time directors:		photographs
Name:		
PAN		
Residential address and photographs of Promoters / Partners/ Karta/Trustees and whole time directors:		— photographs
5. Please tick, if applicable, for	tners/Karta and whole time directors: r any of your authorized signatories/Promoters/Partners	s/Karta/Trustees/
whole time directors:	PEP) Related to a Politically Exposed Person (PEP)	
	• • • • • • • • • • • • • • • • • • • •	
6. Any other information:		••••••
o inform you of any changes then	rnished above are true and correct to the best of my knowledgein, immediately. In case any of the above information is form aware that I may be held liable for it.	
Signature of the Applicant		Date:
	FOR OFFICE USE ONLY	
	Originals verified) True copies of documents received (Self-Attested) Self-Certified Document copies received	
For ALACRITY SECURITIES	LTD.	
Director / Authorised Signatory		Date:

TRADING ACCOUNT RELATED DETAILS

For Individuals & Non-individuals

A. BANK AC	COUN	T(S) DI	ETAILS						
Bank Name									
Branch addres	ss								
Bank account	no.						Acco	unt Type:	Saving/Current/Others
MICR number	r								/NRE/NRO
IFSC code									
B. DEPOSIT	ORY A	CCOU	NT(S) DE	ΓAILS					
Depository Pa	rticipaı	nt Name							
Depository Na	ame (N	SDL/CD	OSL)						
Beneficiary N	ame								
DP ID					Beneficia	ary ID (Bo	O ID)		
					levant box	xes where	you wi	sh to trad	le. The segment not
chosen should	l be stri	ick off by	v the client	£.)	1				
Exchanges					Segments				
Name of the Exchange -1	Cash					cy Deriva			
_	F&O				Name o	of other So	egment	s, if any	
Name of the Exchange -2		e of the ents -1							
		me of the gments -2							
	# 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 an	y actio	n/procee	dings initi	ated/ pending/					
		_	•	er authority again	1	•••••	•••••		
* *				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 dea	ling th	ough the	e sub-brok	er, provide the fo	llowing d	etails:			
Sub-broker's N	Name :								
SEBI Registra	tion No	o.:							
Registered off	fice								
address:									
Phone			Fax			Website	9		

• Whether dealing with a provide details of all)	ny other stock broker/sub-broke	er (if case dealing with multiple stock brokers/sub-brokers,
Stock broker's Name:		
Name of Sub-Broker, if a	any:	
Client Code		Exchange
Details of disputes/dues pending from/to such sto broker/sub-broker:	ock	
F. ADDITIONAL DETA	AILS	
	ceive physical contract note or ote (ECN) (please specify):	
Specify your Email id,	if applicable: (please specify):	
•Whether you wish to ave trading/wireless techno	rail of the facility of internet blogy (please specify):	
• Number of years of Inv	vestment/Trading Experience:	
UID, signature, residen	als, name, designation, PAN, atial address and photographs of leal in securities on behalf of	
•Any other information :		
G. INTRODUCER DE	TAILS (optional)	
Name of the Introducer	r: Surname	Name Middle Name
Status of the Introduce	Sub-broker Remi	
H. NOMINATION DE	TAILS (for individuals only)	
☐ I/We wish to nomin	ate I/We do not	wish to nominate
Name of the Nominee		
Relationship with the No	ominee	
PAN of Nominee		Date of Birth of Nominee
Address and Phone No.		
of the Nominee If Nominee is a minor, or	details of guardian:	
Name of guardian	gun uzum	
Address and		
Phone No. of Guardian		
Signature of guardian		

WITNESSES (Only applicable in case the account holder has made nomination)

Name	Name	
Signature	Signature	
Address	Address	

DECLARATION

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

Place	
Date	(

FOR OFFICE USE ONLY

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

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 ALACRITY SECURITIES LTD.
Director / Authorised Signatory
Date:

TARIFF SHEET BROKERAGE TABLE - EQUITY SEGMENT

ТҮРЕ		FROM	то	RATE (R) / PERCENT (P)	VALUE
TRADING	1				
ONE SIDE	2				
	3				
TRADING /	1				
OTHER SIDE	2				
DAILY SQ. OFF	3				
DELIVERY	1				
	2				
	3				

TARIFF SHEET BROKERAGE TABLE - DERIVATIVES SEGMENT

ТҮРЕ		FROM	то	RATE (R) / PERCENT (P)	VALUE
FUTURE	1				
ONE SIDE	2				
	3				
FUTURE	1				
DAILY SQ. OFF	2				
	3				
OPTIONS	1				
(PER LOT)	2				
	3				

Client Signature :	

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 thereunder 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 thereunder 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 motu 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 therefrom. The client shall note that transfer of funds/securities in favour 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-visthe 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 subbroker 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 e-mail id through a physical letter. If the client has opted for internet trading, the request for change of e-mail 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, nontamperable 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 e-mail to the client at his request. The client is aware that the order/trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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:

Risk of Higher Volatility

1.1 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.

Risk of Lower Liquidity

1.2 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.

Risk of Wider Spreads

1.3 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.

Risk-reducing orders

- 1.4 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.

Risk of News Announcements

1.5 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.

Risk of Rumors

1.6 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.

System Risk

- 1.7 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.

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

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

4. GENERAL

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

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

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

- (d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and e-mail id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or e-mail, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/COMPLAINTS

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

POLICIES AND PROCEDURES

This document outlines various policies and procedures framed and followed by ALACRITY Securities Ltd with respect to its dealing with its clients and as a stock broker on Bombay Stock Exchange Ltd. ("BSE") & National Stock Exchange Ltd (NSE) The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of ASL, depending upon regulatory changes, its risk management framework, other market conditions, etc.

The said policies and procedures which are subject to upgradation in the same from time to time are produced below for the benefit and notice of all our clients.

A. Refusal of orders for Penny Stocks and/or Illiquid Stocks

In view of the risks associated in dealing with Penny Stocks and/or Illiquid Stocks, ASL would generally advice its client to desist from trading in them. Further, SEBI, BSE or ASL may issue circulars or guidelines necessitating exercising additional due diligence by the clients, for dealing in such securities.

Although, the term "Penny Stock" is not defined by BSE / NSE/ SEBI, a "Penny Stock" generally refers to a stock whose characteristics include but are not limited to:

- Small market capitalization;
- Trading at a price less than its face value;
- Have unsound fundamentals and or which may/may not be liquid (A list of illiquid securities is jointly released by NSE and BSE from time to time.)
- ASL recognizes that it is the client's privilege to choose shares in which he / she would like to trade. However, ASL likes to pay special attention to dealing in "Penny Stocks". To this end:
- ASL may refuse to execute any client's orders in "Penny Stocks" without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny Stock" should be referred to Head Dealing before such orders can be put in the market for execution.
- Clients must ensure that trading in "Penny Stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny Stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in "Penny Stocks" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of ASL.
- In case of sale of "Penny Stocks", clients should ensure the delivery of shares to ASL before the pay-in date.
- Under no circumstances, ASL shall be responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

The above list of criteria is an indicative list. ASL may at its sole and absolute discretion define from time to time other category/criteria to treat a security as Penny Stocks and/or Illiquid Stocks.

B. Setting up the clients' exposure limits

While setting up the exposure limits for and on behalf of the clients, ASL broadly takes into consideration the regulatory requirement, client profile, internal risk management policy, market conditions, etc. Considering the said parameters the exposure limit for a client would be set up as follows:

- Exposure limit for each client is determined by the Risk Management Department based on client's net worth information, client's financial capacity, prevailing market conditions and margin deposited by client in the form of funds / securities with ASL. These limits may be set exchange-wise, segment-wise, and scrip-wise.
- The limits are determined by Risk Management Department based on the above criteria and the payment historyof the client in consultation with Sales / Sales traders.
- ASL retains the discretion to set and modify, from time to time, any client's exposure limit decided as above.
- Whenever any client has taken or wants to take an exposure in any security, ASL may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, ASL may refuse to trade on behalf of such client at its own discretion.

- In case of cash segment, ASL may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by ASL. On case to case basis ASL may, at its sole and absolute discretion, give higher clean exposure limits to certain set of clients. ASL reserves the right to withdraw clean exposure limit granted to the client at any point of time as its sole and absolute discretion. The client cannot raise any concern/dispute for the same
- The Client will have to abide by the exposure limit set by ASL

C. Applicable Brokerage Rate

For rendering the broking services, ASL charges brokerage to the client. The Brokerage rate will be as per the terms agreed with the client at the time of client registration.

- Brokerage Rate is mutually decided between the ASL and each client based on client's net worth, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI. BSE and / or Securities Contract Act and Rules or any other relevant statutes.
- The applicable brokerage rate will be mentioned in the Client registration form and any change in the brokerage rate in future will be communicated to the client.

The brokerage will be exclusive of the following except in cases where it is agreed otherwise:

- Service Tax and Education Cess
- SEBI/Exchange/Clearing member charges
- Stamp duty
- Statutory charges payable to BSE/SEBI/Govt. Authorities etc.
- Any other charges towards customized/specialised service

D. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period

(i) Imposition of Penalties

BSE/Clearing Corporation/SEBI levies penalties on the broker for irregularities observed by them during the course of business. ASL shall recover such imposed penalties/levies, if any, by BSE/regulator/Clearing Corporation, from the client which arise on the account of dealings by such client. Such recovery would be by way of debit in the ledger of the client and amounts would be adjusted against the dues owed by ASL to the clients.

(ii) Delayed payment charges

While dealing with ASL it is a responsibility of the client to ensure that the required margin obligation or settlement obligation or any other dues payable to ASL are paid within the time period stipulated by BSE or ASL, whichever earlier.

In the event if the client defaults in meeting its above said obligations towards ASL, ASL shall have absolute discretion to charge and recover from the client's account, delayed payment charges at such rate/manner/interval as may be determined by ASL from time to time for the delayed period.

Delayed payment charge is only a penal measure. The client should not construe it as funding arrangement. The client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

The client will not be entitled to any interest on the credit balance/surplus margin available/kept with ASL.

No interest or charges will be paid by ASL to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

E. The right to sell clients' securities or lose clients' positions, without giving notice to the client, on account of nonpayment of client's dues.

The client shall fulfill all his/her/its settlement obligations and/or other liabilities to ASL within the time frame stipulated by the ASL or BSE, whichever is earlier.

Without prejudice to its or NSE remedies available under the member client agreement(s) executed/to be executed by and between the client and ASL (hereinafter referred to as "the Agreement") or at law, ASL shall be entitled, in its sole and absolute discretion, to liquidate/close out all or any of the client's open/outstanding position, sell the client's securities (whether approved by ASL or not) available with ASL at any time to recover its dues without giving any notice to the client in the following circumstances:

- If the client fails to pay any margin, settlement obligations and/or other liabilities due to ASL within the stipulated time frame:
- In the event that the market value of the client's securities, lying as margin or bought by the client for which payment is not made by client, for any reason fall or is anticipated to fall, or circumstances arise or are likely to arise which may in the sole opinion of ASL jeopardize its interest and expose it or is likely to expose it to any financial loss or damage.

Any and all losses (actual or notional), financial charges, damages on account of such liquidation/sell/closing-out shall be borne by the client only.

F. Shortages in obligations arising out of internal netting of trades

- To determine the net obligation of a broker / trading-cum-clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligation towards clearing house may be nil but because of default by one or more clients in satisfying their obligations towards the broker, the broker internally might have shortages in fulfilling its obligation towards the other client(s). In such a situation, ASL shall endeavor to collect the securities from the selling client and deliver it to the purchasing client within 48 hours of the settlement date. In case the selling client is unable to deliver the securities within 48 hours, then ASL shall attempt to purchase the securities from the market and deliver it to the purchasing client. If ASL is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client.
- In case of shortage in meeting the settlement obligation, either party shall endeavor to make good such shortage through securities / value of shortage as per the Rules, Regulations and Bye-laws of the respective stock exchange(s).

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

ASL shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following conditions:

- Extreme volatility in the market or in particular scrip or in the F&O segment.
- There is shortfall in the margin deposited by client with ASL.
- There is insider trading restrictions on the client.
- There are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market.
- There are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- ASL has reached its limit in that scrip.
- The client has breached the client-wise limit.
- The client has taken or intends to take new position in a security which is in the banned period.
- Due to abnormal rise or fall in the market, the markets are closed.
- Failure by the client in providing sufficient/adequate margin(s) and/or insufficient/inadequate free credit balance available in clients' broking account with ASL

H. Temporarily suspending or closing a client's account based on the client's request

• Any client desirous of temporarily suspending his / her / its trading account has to give such request in writing to the management. After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client account, a request in writing should be made by the client to the management and the management may ask for updated financial information and other details for reactivating such account. After receiving necessary documents, details, etc. and approval from the management, the client account will be reactivated and transaction will be carried out.

• Similarly, any client desirous of closing his / her / its account permanently is required to inform in writing and the decision in this regard will be taken by the management. After necessary approval from the management, the client code will be deactivated. Only after scrutinizing the compliance requirements and a "no pending queries" confirmation is taken, securities and funds accounts will be settled.

I. Deregistering a Client

ASL may, at its sole and absolute discretion, decide to deregister a particular client. The illustrative circumstances under which ASL may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicted by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
- Such client's account has been lying dormant for a long time or the client is not traceable.
- Such client has been declared insolvent or any legal proceedings to declare his / her / its as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of ASL or may act as detriment to ASL prospects.
- Under no circumstances, any action taken by ASL in any of the above circumstances till the date of reregistration shall be challenged by the client and ASL shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

J. Policy for Inactive clients

- Any client who has not traded in any segment of BSE with ASL for last one year calculated from the beginning of every financial year or such other period as may be decided by ASL at its sole and absolute discretion then such client would be termed as a Dormant/Inactive Client.
- The broking account of such client shall be deactivated/suspended temporarily by ASL. If the client wants to activate the broking account then a request for reactivating the broking account should be sent in writing. Such request for reactivation should be accompanied along with such documentary evidence as may be specified by ASL from time to time.
- If the client is tagged as a Dormant/Inactive client, then the funds/securities lying with ASL may be refunded/returned to the clients at his/her/its last known bank account/DP account or send at last known address of the client as per ASL record.

Prevention of Money Laundering Act, 2002

ALACRITY SECURITIES LIMITED

Member National Stock Exchange of India Ltd.
Bombay Stock Exchange Ltd.
Mcx-sx Stock Exchange Ltd

<u>Policy framed based on Prevention of Money Laundering Act, 2002, the Rules framed there under and Circulars issued by Regulatory Authorities.</u>

A. Principal Officer

As per the requirement of Prevention of Money Laundering Act, 2002, a Principal Officer will be appointed and informed to FIU. Principal Officer will be responsible for reporting any transactions covered under Prevention of Money Laundering Act, 2002.

B. Customer Due Diligence

1. New customer acceptance procedures adopted include following processes:

An updated list of individuals and entities which are subject to various sanction measures such as freezing of assets/accounts, denial of financial services etc., as approved by Security Council Committee established pursuant to various United Nations' Security Council Resolutions (UNSCRs) can be accessed in the United Nations website at http://www.un.org/sc/committees/1267/consolist.shtml. Before opening any new account, it will be ensured that the name/s of the proposed customer does not appear in the list. Further, continuously scan all existing accounts to ensure that no account is held by or linked to any of the entities or individuals included in the list. Full details of accounts bearing resemblance with any of the individuals/entities in the list should immediately be intimated to SEBI and FIU-IND

- i. Customer identification and verification depending on nature /status of the customer and kind of transactions that are expected by the customer. Also at the time of commencement of an account-based relationship, identify its clients, verify their identity and obtain information on the purpose and intended nature of the business relationship.
- ii. One certified copy of each of "officially valid document" containing details of his identity and address, one recent photograph and such other documents including in respect of the nature of business and financial status of the client.
- iii. False / incorrect identification of documents
- iv. Client should remain present for registration personally
- v. Compliance with guidelines issued by various regulators such as SEBI, FIU, RBI etc.
- vi. Establishing identity of the client, verification of addresses, phone numbers and other details.
- vii. Obtaining sufficient information in order to identify persons who beneficially own or control the trading account. Whenever it is apparent that the securities acquired or maintained through an account are beneficially owned by entity other than the client
- viii. Verification of the genuineness of the PAN provided by the client such as comparing with original PAN, checking details on the Income tax website etc.
- ix. Checking original documents before accepting a copy.
- x. Asking for any additional information as deemed fit on case to case basis to satisfy about the Genuineness and financial standing of the client.
- xi. Whether the client has any criminal background, whether he has been at any point of time been associated in any civil or criminal proceedings anywhere.
- xii. Checking whether at any point of time he has been banned from trading in the stock market.

And

in all other cases, verify identity while carrying out:

- i. transaction of an amount equal to or exceeding rupees fifty thousand, whether conducted as a single transaction or several transactions that appear to be connected, or
- ii. any international money transfer operations.
- iii Identify the beneficial owner and take all reasonable steps to verify his identity.
- iv Ongoing due diligence with respect to the business relationship with every client and closely examine the transactions in order to ensure that the same is consistent with knowledge of the customer, his business and risk profile.
- v Member shall keep any anonymous account or account in fictitious names.

2. For existing clients processes include:

- i. Review of KYC details of all the existing active clients in context to the PMLA 2002 requirements.
- ii. Classification of clients into high, medium or low risk categories based on KYC details, trading activity etc for closer monitoring of high risk categories.
- iii. Obtaining of annual financial statements from all clients, particularly those in high risk categories.
- iv. In case of non individuals client additional information about the directors, partners, dominant promoters, and major shareholders is obtained.

C. Risk based approach:

Following Risk based KYC procedures are adopted for all clients:

- i. Large number of accounts having a common account holder
- ii. Unexplained transfers between multiple accounts with no rationale
- iii. Unusual activity compared to past transactions
- iv. Doubt over the real beneficiary of the account
- v. Payout/pay-in of funds and securities transferred to /from a third party
- vi. Off market transactions especially in illiquid stock and in F & O, at unrealistic prices
- vii. Large sums being transferred from overseas for making payments
- viii. Inconsistent with the clients" financial background

D. Clients of special category (CSC)

- i. Non resident clients,
- ii. High net-worth clients,
- iii. Trust, Charities, NGOs and organizations receiving donations,
- iv. Companies having close family shareholdings or beneficial ownership,
- v. Politically exposed persons (PEP). Politically exposed persons are 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. The additional norms applicable to PEP as contained in the subsequent clause 5.5 (Page 19 of the Master Circular) shall also be applied to the accounts of the family members or close relatives of PEPs,
- vi. Companies offering foreign exchange offerings,
- vii. Clients in high risk countries (where existence / effectiveness of money laundering controls is suspect or which do not or insufficiently apply FATF standards, where there is unusual banking secrecy, Countries active in narcotics production, Countries where corruption (as per Transparency International Corruption Perception Index) is highly prevalent, Countries against which government sanctions are applied, Countries reputed to be any of the following Havens / sponsors of international terrorism, offshore financial centers, tax havens, countries where fraud is highly prevalent,
- viii. Non face to face clients,

- ix. Clients with dubious reputation as per public information available etc.
- x. Where the client is a juridical person, verify that any person purporting to act on behalf of such client is so authorized and verify the identity of that person.

E. Monitoring & Reporting of Suspicious Transactions:

- "Suspicious transaction" means a transaction whether or not made in cash, which to a person acting in good faith -
- i. gives rise to a reasonable ground of suspicion that it may involve proceeds of an offence specified in the Schedule to the Act, regardless of the value involved; or
- ii. appears to be made in circumstances of unusual or unjustified complexity; or
- iii. appears to have no economic rationale or bonafide purpose; or
- iv. gives rise to a reasonable ground of suspicion that it may involve financing of the activities relating to terrorism;?

Ongoing monitoring of accounts which includes

- i. Identification and detection of apparently abnormal transactions.
- ii. Generation of necessary reports/alerts based on clients profile, nature of business, trading pattern of clients for identifying and detecting such transactions. These reports/alerts are analyzed to establish suspicion or otherwise for the purpose of reporting such transactions.

Following parameters are used:

- i. Clients whose identity verification seems difficult or clients appear not to cooperate
- ii. Substantial increase in activity without any apparent cause
- iii. Large number of accounts having common parameters such as common partners / directors / promoters / address / email address / telephone numbers / introducers or authorized signatories;
- iv. Transactions with no apparent economic or business rationale
- v. Sudden activity in dormant accounts;
- vi. Source of funds are doubtful or inconsistency in payment pattern;
- vii. Unusual and large cash deposits made by an individual or business;
- viii. Transfer of investment proceeds to apparently unrelated third parties;
- ix. Multiple transactions of value just below the threshold limit of Rs 10 Lacs specified in PMLA so as to avoid possible reporting;
- x. Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
- xi. Purchases made on own account transferred to a third party through off market transactions through DP Accounts;
- xii. Suspicious off market transactions;
- xiii. Large deals at prices away from the market.
- xiv. Accounts used as "pass through". Where no transfer of ownership of securities or trading is occurring in the account and the account is being used only for funds transfers/layering purposes.
- xv. All transactions involving receipts by non-profit organizations of value more than rupees ten lakh, or its equivalent in foreign currency;
- xvi. clients of high risk countries, including countries where existence and effectiveness of money laundering controls is suspect or which do not or insufficiently apply FATF standards, as "Clients of Special Category". Such clients should also be subject to appropriate counter measures. These measures may include a further enhanced scrutiny of transactions, enhanced relevant reporting mechanisms or systematic reporting of financial transactions, and applying enhanced due diligence while expanding business relationships with the identified country or persons in that country etc.
- xvii. Irrespective of the amount of transaction and/or the threshold limit envisaged for predicate offences specified in part B of

Schedule of PMLA, 2002, file STR if we have reasonable grounds to believe that the transactions involve proceeds of crime."

F. Reporting of Suspicious Transactions:

- i. All suspicious transactions will be reported to FIU. Member and its employees shall keep the fact of furnishing information in respect of transactions referred to in clause (D) of sub-rule (1) of rule 3 strictly confidential.
- ii. The background including all documents/office records /memorandums/clarifications sought pertaining to such transactions and purpose thereof shall also be examined carefully and findings shall be recorded in writing. Further such findings, records and related documents should be made available to auditors and also to SEBI /Stock Exchanges/FIU-IND/Other relevant Authorities, during audit, inspection or as and when required. These records are required to be preserved for ten years as is required under PMLA 2002.
- iii. The Principal Officer and related staff members shall have timely access to customer identification data and other CDD information, transaction records and other relevant information. The Principal Officer shall have access to and be able to report to senior management above his/her next reporting level or the Board of Directors

G. Ongoing training to Employees:

- i. Importance of PMLA Act & its requirement to employees through training.
- ii. Ensuring that all the operating and management staff fully understands their responsibilities under PMLA for strict adherence to customer due diligence requirements from establishment of new accounts to transaction monitoring and reporting suspicious transactions to the FIU.
- Iii. Organizing suitable training programmed wherever required for new staff, front-line staff, supervisory staff, etc.

H. Audit and Testing of Anti Money Laundering Program.

The Anti Money Laundering program is subject to periodic audit, specifically with regard to testing its adequacy to meet the compliance requirements. The audit/testing is conducted by Trading Member's own personnel not involved in framing or implementing the AML program. The report of such an audit/testing is placed for making suitable modifications/improvements in the AML program.

I. Maintenance of record of transactions prescribed under Rule 3 of PML Rules as mentioned below:

- i. all cash transactions of the value of more than rupees ten lakh or its equivalent in foreign currency;
- ii. all series of cash transactions integrally connected to each other which have been valued below rupees ten lakh or its equivalent in foreign currency where such series of transactions have taken place within a month and the aggregate value of such transactions exceed rupees ten lakh;
- iii. all cash transactions where forged or counterfeit currency notes or bank notes have been used as genuine and where any forgery of a valuable security has taken place;
- iv. all suspicious transactions whether or not made in cash and by way of as mentioned in the Rules

RISK MANAGEMENT POLICY

ADOPTED BY

ALACRITY SECURITIES LIMITED

FOR

CASH, F&O AND CDS SEGMENT

Risk based approach:

Classification of both the new and existing clients into high, medium or low risk category depending on parameters such as the customer's background, type of business relationship, transactions ,payment promptness etc. Application of each of the clients due diligence measures on a risk sensitive basis and adoption of an enhanced customer due diligence process for high risk categories of customers and vice-á-versa.

Limit Setting:

Limits shall be monitored on daily basis, taking following criteria's: Turnover, Exposure, past trends, Location, Deposit/Collateral.

Margins:

Margin must be collected from client before entering into any transaction by way of either cash or collateral securities.

Client level margin will be at management discretion in cash segment. Every day margin statement has to be reviewed and prompt follow up has to be done in case of shortage of margin

No further transaction will be allowed till short of margin make good If the margin shortage remain for longer time then client account will be cleared by sale of securities lying with the company

Trading:

Trading in illiquid scrip shall not be permitted. On detection of such trading, the risk manager shall use his discretion to shutdown the terminal after intimating branch manager and sub broker

Pay-in Of Fund & Stock:

Payout of fund to the client should be made only after receiving the same from the exchange. Payout of securities to the client should be done only after receiving the payment from the clients. Payment should be made in the name of client name only i.e. no chaque will be issued to third party. Similarly payment should be received from the clients account only i.e. no third party chaque should be accepted

Third party pay-in of securities & fund will not be accepted. Same way pay out of shares and fund will be directly done to client account only. No securities belonging to one client be used/transferred for Own purpose or for other client.

Collections:

Cash will not be accepted under any circumstances. Collection of cheques from clients must be done by T+2 days except clients who have authorized us to have running account balance.

RUNNING ACCOUNT AUTHORISATION FOR ALL EXCHANGES

		FROM
		_
To,		Date:
Dear	Sirs,	
	/ We are regularly Trading with you for Cash and Derivative Market in BSE. It wing on my / our behalf:	We hereby authorized you to do
•	I/We hereby give my/our consent to maintain my/our account for fund and se ACCOUNT	curities as RUNNING
•	The Securities lying in my/our withhold A/c and credit balance lying in my/o as margin deposits.	ur account should be considered
•	I/We request you to keep my/our Securities, Margin and funds with you to me the Succeeding settlements in the same segment as well as other segments of	
•	The actual settlement of funds & Securities shall be done by you every	
	Monthly Quarterly	
	You will send quarterly / monthly statement of Funds & Securities and I/We syour notice within 7 working days from the receipt of Statements	shall bring any discrepancy to
•	You shall transfer the Funds /Securities lying in my/our credit within one worksame are lying with you & within 3 working days from the request, if the same member/ clearing corporation	
•	I/we have noted the following:-	
	1. This running account authorization will continue until it is revoked by n	ne.
	2. The authorization shall be signed by me/us only and not by any power of authorized person.	f attorney holder or by any
	3. I/We may revoke the authorization at any time by giving written notice.	
Your	rs faithfully,	
Clien	at Name:	
Clien	nt's Sign:	

HUF DECLARATION

I hereby re	equest you to open out Trading	accoun	nt with you, f	for our HUF.	
Being Kar	ta of my family, I hereby decla	are that	following is	the list of far	mily members in our HUF, as on date of
Application	on, i.e				
Sr. No.	Name of Family Members	Sex	Relation	DOB	Signature
51. 110.	Name of Family Members	Sex	Kelation	БОВ	Signature
•	•	_	•	ed above are	true to the best of my knowledge as on
	naking this application to open				
_		_	•		of any material information will render
my said a	ccount liable for termination as	nd furtl	ner action. Fu	orther, I agree	e that I will immediately intimate any
death/s or	birth/s in the family as it chan	ges the	constitution	of the HUF.	
Thanking	you,				
Yours trul	y,				
Karta					
(Affix star	mp of HUF)				

FROM:
JCC : Address:
To, ALACRITY SECURITIES LTD 101, Hari Darshan, B-Wing, Bhogilal Fadia Road, Kandivali (W), Mumbai - 400 067.
Sub: Acknowledgement Copy of Client for Receipt of Complete Set of KYC Documents
hereby confirm that, I have received below mentioned copy of complete set of KYC form – agreement and all other annexure/documents etc. mentioned/attached in this KYC form for my record purpose.
1. Know Your Client (KYC) Form - For Individual / Non Individual
2. Right and obligations
3. Risk Disclosure Document (RDD)
4. Guidance Note
5. Policies & Procedures
6. Tariff Sheet
7. Policies & Procedures for Prevention of Money Laundry
8. Policies & Procedures for Prevention of Insider Trading
9. Disclosure regarding Proprietary Trading
10.Running Account Authorisation
11. Letter of Authority for Adjustment of Balance in Family Accounts
Yours Truly,
Client's Name:
Client's Sign

ALACRITY SECURITIES LTD.

To,
Client Name:
Address
Date:
Dear Sir / Ma'am,
Subject: Securities Trading Account Opening
We welcome you to Alacrity Securities Ltd. and thank you for opening / maintaining your account with us for the purpose of dealing in securities.
Please quote the following Trading code while placing orders & any other future correspondence with us.
Your Trading Code is:
Please acknowledge the enclosed copy of the documents executed by us, as confirmation of the same.
Assuring you of our best attention and services at all times,
Thanking you,
Yours Truly,
For Alacrity Securities Ltd.
Director / Authorised Signatory

Regd. Office: 1 & 1-A, 3rd Floor, Birla Mansion, 134, Nagindas Master Road, Fort, Mumbai - 400 023. Tel: 6634 7321, 6610 7517, 6610 7518 Fax: 6634 7325 E-mail: ASLbirla@gmail.com

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

Application No.: Please fill in ENGLISH and in BLOCK LETTERS with black ink 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 a bbreviate the Name). 2. Date of Incorporation | d | d | / | m | m | / | **PHOTOGRAPH** Place of Incorporation Please affix 3. Registration No. (e.g. CIN) the recent passport Date of commencement of business | d | d | / | m | m | / | y | size photograph of **Authorised Signatory 4. Status** Please tick () Private Ltd. Co. Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust / Charities / NGOs and sign across it ☐ HUF ☐ AOP ☐ Bank ☐ Government Body ☐ Non-Government Organisation ☐ FII ☐ Defence Establishment ☐ Body of Individuals ☐ Society Others (Ple 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 Postal Code 2. Contact Details Tel. (Off.) E-Mail Id 3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick () against the document attached. ☐ Latest Telephone Bill (only Land Line) □ Latest E lectricity Bill □ Latest Bank Account Statement □ Registered Lease / Sale Agreement of Office Premises Any other proof of address document (as listed overleaf). (Please spec *Not more than 3 Months old. Validity/Expiry date of proof of address submitted dd dd / m m / y 4. Registered Address (If different from above) Postal Code 5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick () against the document attached. □ Latest Telephone Bill (only Land Line) □ Latest E lectricity Bill □ Latest Bank Account Statement □ Registered Lease / Sale Agreement of Office Premises ☐ Any other proof of address document (as listed overleaf).(Ple *Not more than 3 Months old. Validity/Expiry date of proof of address submitted ddd/mmm//yyyyy C. New Other Details (please see guidelines overleaf) 1. Gross Annual Income Details Please tick (): Below 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac 25 Lacs-1 Crore > 1 Crore 2. Net-worth in ₹. (Net worth should not be older than 1 year) 3. Name, PAN, DIN/UID, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors (Please use the Annexure to fill in the details) 4. Is the entity involved/providing any of the following services PYES NO - For Foreign Exchange / Money Changer Services 🗌 YES 🔲 NO 👚 – Gaming / Gambling / Lottery Services (e.g. casinos, betting syndicates) 🗌 YES 🗌 NO - Money Lending / Pawning ☐ YES ☐ NO 5. Any other information: DECLARATION NAME & SIGNATURE(S) 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 OF AUTHORISED 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 PERSON(S) misrepresenting, I am/we are aware that I/we may be held liable for it. Date Place:

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

"Please note that the KYC Application Form and overleaf instructions should be printed on the same page (back to back). If printed separately then both the pages should be attached and signed by the applicant.

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- 1. Self attested copy of PAN card is mandatory for all clients.
- 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.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 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.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard 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.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with Depository participant or Mutual Fund, for amin or, 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:
 - PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
 - 2. Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
 - Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
- C. Proof of Address (POA): List of documents admissible as Proof of Address: (Documents having an expiry date should be valid on the date of submission.)
 - 1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

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

D. Exemptions/clarifications to PAN

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

- In case of transactions undertaken on behalf of Central Government and/or State Governmentand 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, FlIs, 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:

- 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).
- 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. Incase of Non-Individuals, additional documents tobe obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
Corporate	 Copy of the balance sheets for the last 2 financial years (to be submitted every year) 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) Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly Copies of the Memorandum and Articles of Association and certificate of incorporation Copy of the Board Resolution for investment in securities market Authorised signatories list with specimen signatures
Partnership firm	 Copy of the balance sheets for the last 2 financial years (to be submitted every year) Certificate of registration (for registered partnership firms only) Copy of partnership deed Authorised signatories list with specimen signatures Photograph, POI, POA, PAN of Partners
Trust	 Copy of the balance sheets for the last 2 financial years (to be submitted every year) Certificate of registration (for registered trust only).Copy of Trust deed List of trustees certified by managing trustees/CA Photograph, POI, POA, PAN of Trustees
HUF	PAN of HUF Deed of declaration of HUF/List of coparceners Bank pass-book/bank statement in the name of HUF Photograph, POI, POA, PAN of Karta
Unincorporated Association or a body of individuals	 Proof of Existence/Constitution document Resolution of the managing body & Power of Attorney granted to transact business on its behalf Authorized signatories list with specimen signatures
Banks/Institutional Investors	 Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years Authorized signatories list with specimen signatures
Foreign Institutional Investors (FII)	Copy of SEBI registration certificate Authorized signatories list with specimen signatures
Army/Government Bodies	Self-certification on letterhead Authorized signatories list with specimen signatures
Registered Society	 Copy of Registration Certificate under Societies Registration Act List of Managing Committee members Committee resolution for persons authorised to act as authorised signatories with specimen signatures True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

Application No. :

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- 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.
- 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/PIOCard/OCICard 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.
- 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. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
- 2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
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- Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.
- 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 Banks/Gazetted Officer/Notary Bank/Multinationa Foreign public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
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- 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.

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- 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.

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

	Photograph					
PAN of the Applicant	Whether Politically Exposed	□ PEP □ RPEP □ NO				
	Relationship with Applicant (i.e. promoters, whole time directors etc.)					
	Residential / Registered Address					
	DIN (For Directors) UID (For Others)					
	Name					
Name of Applicant	PAN					
Name of	Sr. No.					