

Client Name/Client ID	Code
12032900	

## INDIVIDUAL CONSTITUENT / CLIENT REGISTRATION FORM



JAVERI FISCAL SERVICES LTD.

PS-17, "ROTUNDA", Stock Exchange Tower, 2nd Floor,  
Bombay Samachar Marg, Mumbai - 400 001.

Tel. : 2272 1564, 2272 2510, 2272 1714

Fax : 2272 1253 • E-mail : [sdj@vsnl.com](mailto:sdj@vsnl.com)



**DO'S AND DON'TS WHILE TRADING WITH JAVERI FISCAL SERVICES LTD.**

Dear Investor,

Before you step into the securities market, you are requested to go through carefully and understand the following :

<b>DO's</b>		<b>DON'T's</b>	
	<b>PRE-ACCOUNT OPENING</b>		<b>PRE-ACCOUNT OPENING</b>
1	Please familiarize yourself with the rules, regulations, byelaws & circulars issued by Stock Exchanges/SEBI before entering into and/or carrying out any transaction.	1	Please do not start trading until you have read and understood the Risk disclosure document and member- Client Agreement.
2	Please transact only through Stock Exchanges.		
3	Please carry out due-diligence before registering as client with any Broker.		
4	Please clear all your doubts by raising your queries with the Relationship Manager prior to opening an account.		
<b>DO'S</b>		<b>DON'Ts</b>	
	<b>ACCOUNT OPENING</b>		<b>ACCOUNT OPENING</b>
1	Please read and understand and thereafter execute the Member-Client Agreement with your broker setting out the terms and conditions clearly.	1	Please do not sign the Member-Client Agreement without clearing your doubts in respect thereof.
2	Please enter accurate and complete details in the form, fill up all fields. Do not leave any spaces blanks.	2	Please do not fill in wrong or incomplete details. Do not overwrite, cancel, mis-spell the details.
3	Please all information provided should be factually correct and accurate since this will form the basis of your relationship with Javeri Fiscal Services Ltd.	3	Please do not provide information which is factually incorrect as the same is illegal.
4	Please read and understand every annexure in the Registration kit very carefully before signing.		
5	Please provide accurate Email ID, DP ID and Bank account number.		
6	The correspondence address should always be updated.		
7	Please submit your Permanent Account number (PAN)		
8	Please understand the utility of maintaining a running account before signing the authorization for the same.		

<b>DO'S</b>		<b>DON'T's</b>	
	<b>PRE-TRADING</b>		<b>PRE-TRADING</b>
1	Please adopt trading / investment strategies commensurate with your risk bearing capacity, as all investments carry risk, the degree of which varies according to the investment strategy adopted.	1	Please do not trade in any product without knowing and/ or understanding the associated risks and rewards.
2	Please assess the risk-return profile of the investment as well as the liquidity and safety aspects before making and / or acting upon your investment decision.	2	Please do not be influenced by information which is not originating from an appropriate source.
3	Please make investments based on your sound reasoning, after taking into account all publicly available information and information made available.	3	Please do not believe in any promises made about Assured Returns by Javeri Fiscal Services Ltd.'s employees or sub-brokers.
4	Please check the veracity of the information available.	4	Please do not rely on any implicit / explicit promise made by the issuer or any third party on returns.
5	Please access the websites of Companies and Regulators for information	5	Please do not trade in illiquid shares or Z, T2T category stock.
6	Please keep copies of the Member constituent Agreement and your trading account related documents.	6	Please do not be influenced into buying fundamentally unsound companies (penny stocks) based on sudden spurts in trading volumes or prices or non-authentic favourable looking articles/stories.
		7	Please do not match/ synchronize trades with any other person for any thinly traded shares.
		8	Please do not be misled by rumors circulating in the market.
		9	Please do not indulge in any trading activity which result in disturbance of market equilibrium in any manner including manipulation of price of any scrips.
		10	Please do not follow the herd or play on momentum - it could turn against you.
		11	Please do not be misled by so called hot tips.
		12	Please do not undertake deals for others or trade on your own name and then issue cheques from family members/friend accounts.
		13	Please do not pay in cash or do not issue a cheques in the name of any employee of the broker or any other person in respect of the transactions.
		14	Please do not undertake off-market transactions in securities.
		15	Please do not get carried away by luring advertisements, if any.

<b>DO's</b>		<b>DON'T's</b>	
<b>TRADING</b>		<b>TRADING</b>	
1	Please call on the landline numbers of your local branch and give clear and unambiguous instructions while placing order's over the phone. In case you visit the branch office, kindly give your orders in writing.	1	Please do not give instructions which are not clear.
2	Please be aware of the risk associated with your Cash Market and Futures & Options positions in the market and margin calls on them. In case of inadequate margin or non-payment of margin in your account, your positions will be squared off by the Risk Management Team.	2	Please do not forget to take note of risks involved in investment. Do not believe if a Javeri Fiscal Services Ltd. representative tells you that margins are not required or payments on time need not be made.
3	Please bear in mind that while it is our endeavor to inform you in case of a margin call, it is your responsibility to maintain margins. Javeri Fiscal Services Ltd. will square up outstanding position in case of shortfall in margin and delay in payments.	3	Please do not reveal your password to any other person.
4	Please maintain secrecy of your password in case of internet trading, since you will be solely responsible for all transactions effected from its usage.		
5	Please change your password every fortnight.		
6	Please contact your relationship manager in case of any issue. In case your relationship manager is not able to solve your problem, please immediately contact our helpline or send us an e-mail at sdj@vsnl.com		
<b>DO's</b>		<b>DON'T's</b>	
<b>POST-TRADING</b>		<b>POST-TRADING</b>	
1	Please insist and ensure that for every executed trade you receive duly signed contract note from your broker, highlighting the details of the trade, trade time and number, transaction price, brokrage along with your unique client-id, broker's name. Please note that the detail of every trade executed in your account is also posted on our website <a href="http://www.javerifiscal.com">www.javerifiscal.com</a> in the form of digital contract notes on a daily basis. You can access the website with your password to check the details.	1	Please do not believe if Javeri Fiscal Services Ltd. representative tells you that margins are not required or payments on time need not be made.

2	Please verify all details in contract notes, immediately on receipt.	2	Please do not hesitate to approach Javeri Fiscal Services Ltd. helpline. Helpline can be contacted at: Client Helpline No.: +91 22 2272 1714 Email Id : sdj@vsnl.com
3	Please check your email account mentioned in the 'Know Your Client' form daily. We will mail you contract notes and margin statements on daily basis.	3	Please do not delay payment/deliveries of securities to Broker.
4	Please cross check details of your trades with details as available on the Exchange websites.	4	Please do not accept unsigned contract notes or signed by an unauthorized person.
5	Please pay the margins within the prescribed time. Pay your mark to market margins, on your positions, on a daily basis to your Broker.	5	Please do not pay more than the agreed brokrage to the intermediary.
6	Please deliver the shares in case of sale or pay the money in case of purchase before the pay-in day.		
7	Please make payments of enhanced margins through cheques made out in favour of Javeri Fiscal Services Ltd.only.		
8	Please issue cheques / drafts in the trade name of broker only i.e. Javeri Fiscal Services Ltd.		

**Disclaimer :**

The information has been compiled to present the investor with a broad understanding of the subject and is general in nature. The contents do not purport to explain or interpret Acts, Circulars, Rules, Regulations and Guidelines.

This information is not intended as a source of advertising or solicitation and the contents of the same should not be construed as legal advice. Readers should take specific advice from qualified professionals when dealing with specific situations and should not consider this as an invitation for a broker client relationship. We make no warranty of any kind with respect to the subject matter included herein. We are not responsible for any actions (or lack thereof) taken as a result of relying on or in any way using information contained herein and in no event shall we be liable for any damage or loss resulting from reliance on or use of this information. Without limiting the above, we shall each have no responsibility for any act, error or omission, whether such acts, errors or omissions result from negligence, accident or any other cause.

**I hereby confirm having read and understood copy of Do's and Don't's**

**Undersigned**  

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**INDEX****As per SEBI Circular No. MIRSD/SE/CIR-19/2009 dated 3rd December 2009****Mandatory**

<b>Particulars</b>	<b>Significance</b>	<b>Page No.</b>
KYC Form (Individual)	Profile of Individual Client with Photograph along with details of Banking & DP, Annual Income, Experience and Preferred Segment of Dealing by Client as well as Introducers' details	1 to 3
Member Client Agreement	Includes Terms & Conditions of Dealing between Main Broker & Client both BSE & NSE (Including NSE Internet Based Trading) to be signed by both Broker & Client with Witness	4 to 11
Internet Trading Agreement	Agreement for direct trading on internet on BSE.	12 to 19
Risk Disclosure Document (Includes Capital & F&O Segment)	Risk Disclosure Documents (RDD) contains Briefs about risk involved i.e. basic risk and other related particulars risks in Capital Market and F&O Segment	20 to 25
Policies & Procedures	Company framed Policies & Procedures	26-29

**Non-Mandatory**

<b>Particulars</b>	<b>Significance</b>	<b>Page No.</b>
Authority for Running Account	Authority Letter in favour of Broker to maintain running account of fund and securities instead of settling on Settlement basis	30
Authority Letter for Squaring Off Outstanding position	Authority Letter in favour of Broker to square off the open position in case of default in payment of daily margin.	32
Undertaking Cum Authority Letter	Authority Letter in favour of Broker consenting to various terms for smooth operation of the account.	33
Registration Form for Investment Advice	Acceptance of the disclaimer for getting investment advice.	34 to 35
Sharing of Data and Information	Authority Letter in favour of Broker to share the data and information pertaining to the client.	36
Authority letter for receiving Electronic Statements	Authority letter in favour of Broker to send contract notes, ledger & other statements on E-mail.	37
Client Defaulter Declaration	Declaration by the client regarding any default or Involvement in any terrorist activity.	38





### OTHER INFORMATIONS

Particulars	Number	Place of Issue	Date of Issue	Expiry date
PAN				
Passport				
Driving License				
Voter ID				

### BANK ACCOUNT AND DEMAT ACCOUNT DETAILS

**BANK ACCOUNT (1)**       Savings       Current       Others (Specify) \_\_\_\_\_

**Bank Name & Branch :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**Account No. :** \_\_\_\_\_ **Date of A/c Opening** \_\_\_\_\_

**MICR code :** \_\_\_\_\_ (as appearing on the cheque book) <sup>D</sup> <sup>D</sup> <sup>M</sup> <sup>M</sup> <sup>Y</sup> <sup>Y</sup> <sup>Y</sup> <sup>Y</sup>

**BANK ACCOUNT (2)**       Savings       Current       Others (Specify) \_\_\_\_\_

**Bank Name & Branch :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**Account No. :** \_\_\_\_\_ **Date of A/c Opening** \_\_\_\_\_

**MICR code :** \_\_\_\_\_ (as appearing on the cheque book) <sup>D</sup> <sup>D</sup> <sup>M</sup> <sup>M</sup> <sup>Y</sup> <sup>Y</sup> <sup>Y</sup> <sup>Y</sup>

**DEPOSITORY ACCOUNT (1)**     NSDL       CDSL

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

**Client ID :** \_\_\_\_\_

**DP ID :** \_\_\_\_\_

**DP Name :** \_\_\_\_\_

**DP Address :** \_\_\_\_\_

**DEPOSITORY ACCOUNT (2)**     NSDL       CDSL

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

**Client ID :** \_\_\_\_\_

**DP ID :** \_\_\_\_\_

**DP Name :** \_\_\_\_\_

**DP Address :** \_\_\_\_\_

### YOUR FINANCIAL DETAILS (MANDATORY)

**Income in Rs. (per Annum) :**     < Rs. 1 Lac     Rs. 1 to 5 Lacs     Rs. 5 to 10 Lacs     Rs. 10 to 25 Lacs     > Rs. 25Lacs

Please provided copy of latest income tax return / Salary slip/ Form 16 / Self Declaration / Bank Statement.

### REGISTRATION WITH OTHER MEMBERS

Whether registered with any other Member     Yes       No

Name of the Member	Exchange Name	Client Code
_____	_____	_____
_____	_____	_____
_____	_____	_____

### YOUR INVESTMENT / TRADING EXPERIENCE & PREFERENCES

**Investment Experience** : Prior experience  Yes  No  Years in stock  Years in derivatives  
 Years in any other investment related field

**Market Value of Portfolio** :  Nil  < Rs. 5 Lacs  Rs. 5 to 10 Lacs  Rs. 10 to 50 Lacs  > Rs. 50 Lacs

**Stock Exchanges on which you wish to trade** :  BSE (PI Sign \_\_\_\_\_  ③ )  NSE (PI Sign \_\_\_\_\_  ④ )

**Market Segment you wish to trade** :  Cash Market (PI Sign \_\_\_\_\_  ⑤ )

Derivatives Market (PI Sign \_\_\_\_\_  ⑥ )

### ADDITIONAL INFORMATION

Whether any action taken by SEBI/Stock Exchange/any other authority during last three years.  Yes  No

If yes please provide details (Please use additional sheet if required).

### INTRODUCER'S PARTICULARS

**Name** : \_\_\_\_\_

**Address** : \_\_\_\_\_

**Relationship with Applicant** : \_\_\_\_\_ **No. of Years** \_\_\_\_\_

**Relationship with TM** :  Client  Director  Employee  Others \_\_\_\_\_

**Introducer's Client Code** : \_\_\_\_\_

**Please provide identity & Address proof (PAN / Passport / Driving License / Voter ID).**

**Signature** : \_\_\_\_\_

### IN PERSON VERIFICATION

**In Person Verification done by :**

**Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

**Stamp & Signature** : \_\_\_\_\_

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

### DECLARATION

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

\_\_\_\_\_  
 ⑦

Signature of Applicant

\_\_\_\_\_

Place

\_\_\_\_\_

Date

Name of Client				Client Code	
Brokerage Type	<b>Min.</b>	<b>Rs. / %</b>	<b>Max</b>	<b>Rs. / %</b>	
Trading (Cash)					
Trading One Side (Cash) (ü)	Yes	<input type="checkbox"/>	Yes	<input type="checkbox"/>	
Delivery (Cash)					
Trading (F&O)					
Trading One Side (F&O) (ü)	Yes	<input type="checkbox"/>	Yes	<input type="checkbox"/>	
Ex/Assign (F&O)					
Option Writer (F&O)					
Carry Forward (F&O)					
Service Tax	As per Actual				
Exch. Transaction Charges	As per Actual				
Stamp Duty	As per Actual				

Date	D D M M Y Y Y Y	
Place	Signature of / Remisier / Introducer	

Name of Remisier/Authorised Person	
SEBI/Exchange Registration No.	

**ANNEXURE - I**

**Annexure I of the Member-Client/Constituent agreement dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ entered into between Javeri Fiscal Services Ltd. and \_\_\_\_\_**

Sr. No.	Name of family-member(s) / associated firm(s) of the Client/Constituent	Client Code allotted by the Member

<p>Details of any action taken by SEBI/Stock exchange/any other authority against the constituent or its partners/promoters/whole time directors/authorized persons in charge of dealing in securities for violation of securities laws/other economic offences.</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

SIGNED for and on behalf of THE CONSTITUENT

For **Javeri Fiscal Services Ltd.**

Stamp & Signature  \_\_\_\_\_

Director/Authorised Signatory

## Non-Individual Client Registration Application Form

**JAVERI FISCAL SERVICES LTD.**

**Individual Constituent / Client Registration Form**

**BSE SEBI Reg. No. INB 010997431**

**NSE SEBI Reg. No. INB 230997430**

**BSE SEBI Reg. No. INF 010997431 (Derivative)**

**OTCEI SEBI Reg. No. INB 200997436**

PS-17, "ROTUNDA", Stock Exchange Tower, 2nd Floor,

Bombay Samachar Marg, Mumbai - 400 001.

DP SEBI Reg. No. : IN-DP-CDSL-229-2004

Dear Sir/Madam,

I/We request you to kindly register me/us as your client and enable me/us to trade in the cash and derivatives segments pursuant to the Agreement entered into with you. I/We have read the rules, bye-laws and regulations of the Exchange pertaining to the cash and derivatives segments and agreed to abide by them. In this regard I/We give the following information :

**Type of Account :**

<input type="checkbox"/> Partnership	<input type="checkbox"/> Body Corporate	<input type="checkbox"/> FI	<input type="checkbox"/> Mutual Fund	<input type="checkbox"/> NBFC
<input type="checkbox"/> FII	<input type="checkbox"/> HUF	<input type="checkbox"/> Others (Please specify)		

Name of the Company/Firm			
Date of Incorporation		Date of commencement of Business	
Net Worth (Excluding Revaluation Reserves) certified as on _____ Rs.			
Registered Office Address			
	Pin Code		
Correspondence Address (if different)			
	Pin Code		
Telephone		Fax No.	
E-mail Address		Mobile No.	

**DEPOSITORY ACCOUNT PARTICULARS:**

DP ID		Client ID	
DP Name		Depository	NSDL/CDSL

**Names of Directors / Partners / Authorised Persons :**

(in case client is a firm / body corporate) Details in 'Annexure A'

i.	ii.
iii.	iv.
v.	vi.
vii.	

Income Tax P.A.N. / G.I.R. No.	Income Tax Circle / Ward / District No.

**Only in case of FIIs / Others (As applicable) :**

Foreign Address			
RBI Reference No.		RBI Approval Date	
SEBI Registration No. (For FIIs)			

**Non-Individual Sign here 1.**

--

**Primary Purpose of Trading**  Speculative  Hedging  Arbitrage  INV

**Investment Experience (in no. of years) and Market Value of portfolio (in Rs.) :**

Type of Instrument	Experience	Market Value of portfolio as on :
Stocks		
Derivatives		
Others		

**Particulars of the Bank Account :**

Type of Account	<input type="checkbox"/> Savings <input type="checkbox"/> Current	Bank Account No.
Name of the Bank		
Branch Address		
	Pin Code	
Telephone No.	Fax No.	
Date of Opening A/c	MICR No	

**Annual Income for last three years (in Rs.) :**

i	ii	iii
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**Whether registered with any other broker-Member(s) :**

Name of Member	
Name of Exchange	Client Code No.

**Reference / Introducing Client / Member / Employee :**

Name of the Introducer	Signature
Member / Client Code No. /Emp. Code	
MAPIN UID No. of introducer, if any :	
Name and designation of the employee who interviewed the client :	
Name	
Designation	
MAPIN UID Card	

Details of any action taken by SEBI/Stock exchange/any other authority against the constituent or its partners/promoters/whole time directors/authorized persons in charge of dealing in securities for violation of securities laws/other economic offences.

\_\_\_\_\_

\_\_\_\_\_

I/We hereby declare that all the information and particular given by me/us in this application are true to the best of my/our knowledge and belief. I/we agree to immediately inform you if there is any change in any of the information given in this application or in the annexure(s) to this application. I/we also declare and agree that if any of the above statement are found to be incorrect or false or any information or particular have been suppressed or omitted there from, I/we are liable to be debarred from doing business in the cash and derivative segment. I/we also agree to furnish such further information as you or the exchange/sebi may required from me from time to time and I/we agree that if I fail to give such information, you shall have right to cancel my registration and you or the exchange shall have the right debar me from doing business in the cash/derivative segment of the exchange. I/we declare that the above-mentioned Demat beneficiary account has been opened by us with the Depository and I/we authorize you to transfer the shares purchased by us to the above Demat beneficiary account.

Name: \_\_\_\_\_ Signatures   
 Non-Individual Sign here 2.

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

Note : In case of a partnership firm, to be signed by all the partners. In case of a body corporate, to be signed by person/s authorised to so sign by a resolution of the board of directors or managing committee of the body corporate.

**FOR OFFICE PURPOSE**

Account Approved by : \_\_\_\_\_ Date : \_\_\_\_\_

**Non-Individual Sign here 3.**

## Annexure A

### Personal Details of all Directors / Partners / Authorised Signatory

**Affix recent  
photograph**

In connection with the Client Registration Application submitted to you by \_\_\_\_\_, of which I am the Director/Partner/Authorised Signatory/\_\_\_\_\_

Please sign  
across the  
photograph

I furnish you the following personal details relating to me :

Name							
Residence Address							
						Pin Code	
Telephone No.				Fax No.			
E-mail Address				Mobile No.			
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female			Date of Birth			
Qualification				Occupation			
Designation				Experience			
Equity Stake, share or other interest in the company/Firm							
Income Tax P.A.N. / G.I.R. No.				Income Tax Circle / Ward / District No.			

#### Investment Experience (in no. of years)

Stocks		Derivatives		Any other investment related field	
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#### Particulars of the Bank Account :

Type of Account	<input type="checkbox"/> Savings <input type="checkbox"/> Current	Bank Account No.					
Name of the Bank							
Branch Address							
						Pin Code	
Telephone No.				Fax No.			
Date of Opening A/c				MICR No.			

#### Whether registered with any other broker-Member(s) :

Name of Member							
Name of Exchange				Client Code No.			

I/We hereby declare that all the information and particular given by me/us in this application are true to the best of my/our knowledge and belief. I/we agree to immediately inform you if there is any change in any of the information given in this application or in the annexure(s) to this application. I/we also declare and agree that if any of the above statement are found to be incorrect or false or any information or particular have been suppressed or omitted there from, I/we are liable to be debarred from doing business in the cash and derivative segment. I/we also agree to furnish such further information as you or the exchange/sebi may required from me from time to time and I/we agree that if I fail to give such information, you shall have right to cancel my registration and you or the exchange shall have the right debar me from doing business in the cash/ derivative segment of the exchange. I/we declare that the above-mentioned Demat beneficiary account has been opened by us with the Depository and I/we authorize you to transfer the shares purchased by us to the above Demat beneficiary account.

Signatures

Name: \_\_\_\_\_ Non-Individual Sign here 4.

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

**Non-Individual Sign here 4.**

## Annexure A

### Personal Details of all Directors / Partners / Authorised Signatory

**Affix recent photograph**

In connection with the Client Registration Application submitted to you by \_\_\_\_\_, of which I am the Director/Partner/Authorised Signatory/\_\_\_\_\_

Please sign across the photograph

I furnish you the following personal details relating to me :

Name							
Residence Address							
						Pin Code	
Telephone No.				Fax No.			
E-mail Address				Mobile No.			
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female			Date of Birth			
Qualification				Occupation			
Designation				Experience			
Equity Stake, share or other interest in the company/Firm							
Income Tax P.A.N. / G.I.R. No.				Income Tax Circle / Ward / District No.			

#### Investment Experience (in no. of years)

Stocks		Derivatives		Any other investment related field	
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#### Particulars of the Bank Account :

Type of Account	<input type="checkbox"/> Savings <input type="checkbox"/> Current	Bank Account No.					
Name of the Bank							
Branch Address							
						Pin Code	
Telephone No.				Fax No.			
Date of Opening A/c				MICR No.			

#### Whether registered with any other broker-Member(s) :

Name of Member			
Name of Exchange		Client Code No.	

I/We hereby declare that all the information and particular given by me/us in this application are true to the best of my/our knowledge and belief. I/we agree to immediately inform you if there is any change in any of the information given in this application or in the annexure(s) to this application. I/we also declare and agree that if any of the above statement are found to be incorrect or false or any information or particular have been suppressed or omitted there from, I/we are liable to be debarred from doing business in the cash and derivative segment. I/we also agree to furnish such further information as you or the exchange/sebi may required from me from time to time and I/we agree that if I fail to give such information, you shall have right to cancel my registration and you or the exchange shall have the right debar me from doing business in the cash/ derivative segment of the exchange. I/we declare that the above-mentioned Demat beneficiary account has been opened by us with the Depository and I/we authorize you to transfer the shares purchased by us to the above Demat beneficiary account.

Signatures

Name: \_\_\_\_\_ Non-Individual Sign here 4.

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

**Non-Individual Sign here 5.**

**AGREEMENT BETWEEN STOCK BROKER AND CLIENT  
(For National Stock Exchange of India Ltd.)**

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

**Javeri Fiscal Services Ltd.**, a body corporate, registered and incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its **Registered office** at PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 001. (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives for the time being of the said body corporate, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **One Part**;

And

Mr./Ms \_\_\_\_\_, an individual having his/her residence at \_\_\_\_\_

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

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB230997430 in the Capital Market Segment and SEBI registration number INF230997430 in the Futures and Options Segment.

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

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

**WHEREAS** the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

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

- d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/ Regulations/Bye-laws and circulars.
7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms", even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.

15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

**For Internet Based Trading (IBT)**

27. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
28. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end.
29. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
30. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within \_\_\_\_\_ (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
31. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.

32. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
33. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

SIGNED for and on behalf of The Member

For **Javeri Fiscal Services Ltd.**

Signature of Authorised Signatory

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

Member: **National Stock Exchange of India Ltd.**

SEBI Regn. Nos. : **INB230997430 (Cash) & INF230997430 (F&O)**

Regd. Office : **PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 001.**

**Witness :**

Signature : \_\_\_\_\_

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

Address : \_\_\_\_\_

**Constituent**

Signature : \_\_\_\_\_  

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

**Witness :**

Signature : \_\_\_\_\_

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

Address : \_\_\_\_\_

*Note:* All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**AGREEMENT BETWEEN STOCK BROKER AND CLIENT  
(For Bombay Stock Exchange Ltd.)**

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

**Javeri Fiscal Services Ltd.**, a body corporate, registered and incorporated under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Ltd. (hereinafter called "the Exchange"), and having its **Registered office** at PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 001. (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives for the time being of the said body corporate, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **One Part**;

And

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

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB010997431 in the Cash Market Segment.

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

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

**WHEREAS** the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.

- c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
  6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/ Regulations/Bye-laws and circulars.
  7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
  9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms", even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.

12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not

disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

SIGNED for and on behalf of The Member

For **Javeri Fiscal Services Ltd.**

Signature of Authorised Signatory

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

Member: **Bombay Stock Exchange Ltd.**

SEBI Regn. Nos. : **INB200997436 (Cash) / INF010997431 (Derivative)**

Regd. Office : **PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 001.**

**Witness :**

Signature : \_\_\_\_\_

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

Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Constituent**

Signature :  (19) \_\_\_\_\_

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

**Witness :**

Signature : \_\_\_\_\_

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

Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Note:* All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**SUPPLEMENTAL ITORS TRADING MEMBER CLIENT AGREEMENT  
(FOR BOMBAY STOCK EXCHANGE LTD.)**

**BETWEEN  
JAVERI FISCAL SERVICES LTD.**

And

THIS SUPPLEMENTAL AGREEMENT ("this Agreement") is executed at \_\_\_\_\_ on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN**

M/s. **JAVERI FISCAL SERVICES LTD.**, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 001 hereinafter referred to as "**the Trading Member**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

**AND**

\_\_\_\_\_, an individual,  
having his/her residence at \_\_\_\_\_,  
\_\_\_\_\_, hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the OTHER PART;

**WHEREAS:**

- (i) The Trading Member is a Trading Member of Bombay Stock Exchange Ltd, ("**the Exchange**") and is also registered with the Securities & Exchange Board of India ("**SEBI**") as a stock broker with SEBI Registration No. **INB010997431**;
- (ii) The Client is a client/constituent of the Trading Member, and the Trading Member and the Client have entered into a Trading Member-Client Agreement dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in accordance with the model agreement prescribed by SEBI ("**the Main Trading Member-Client Agreement**");
- (iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Trading Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Trading Member and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to the Trading Member's ITORS Service to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN THE TRADING MEMBER AND CLIENT as follows:

**1. Definitions:**

1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

- (i) "**The Exchange**" means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.

- (ii) **"Exchange Provisions"** means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- (iii) **"ITORS"** means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
- (iv) **"ITORS Account Application"** means the application submitted by the Client to the Trading Member to permit the Client to avail of the Trading Member's ITORS Service.
- (v) **"ITORS Service"** or **"Service"** means the service offered by the Trading Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Trading Member's ITORS System.
- (vi) **"Trading Member's ITORS System"** or **"Trading Member's ITORS WebSite"** means the web site hosted by the Trading Member on the internet through which the Trading Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) **"Password"** means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) **"SEBI"** means the Securities & Exchange Board of India.
- (ix) **"Username"** means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

## **2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:**

The Trading Member agrees to provide the Trading Member's ITORS Service to the Client, and the Client agrees to avail of the Trading Member's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Trading Member's ITORS Web Site.

## **3. USER NAME AND PASSWORD:**

3.1 The Client will be entitled to a username and password, which will enable him to access the Trading Member's ITORS System for availing of the Service.

3.2 The Client is aware that the Trading Member's ITORS System itself generates the initial password and that the Trading Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Trading Member.

- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Trading Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Trading Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Trading Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Trading Member's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Trading Member in writing with full details if :
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Trading Member's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Trading Member in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's ITORS System to discontinue the use of the Client's old Password and the Trading Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Trading Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Trading Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 The Trading Member may from time to time impose and vary limits on the orders which the Client can place through the Trading Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member's risk perception and other factors considered relevant by the

Trading Member, and the Trading Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Trading Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Trading Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Trading Member.

- 4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Trading Member's ITORS System, the Trading Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Trading Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Trading Member's ITORS System.

## **5. MARGIN:**

The Client agrees and undertakes to immediately deposit with the Trading Member such cash, securities or other acceptable security, which the Trading Member may require as margin. The Client agrees that the Trading Member shall be entitled to require the Client to deposit with the Trading Member a higher margin than that prescribed by the Exchange. The Trading Member shall also be entitled to require the Client to keep permanently with the Trading Member a margin of a value specified by the Trading Member so long as the Client desires to avail of the Trading Member's ITORS Service.

## **6. CANCELLATION REQUESTS**

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Trading Member is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Trading Member shall be entitled to cancel the relative contract(s) with the Client.

## **7. BROKERAGE, COMMISSIONS AND FEES**

- 7.1 The Client agrees to pay the Trading Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Trading Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Trading Member to the Client from time to time upon request by the Client.

## **8. CONFIRMATIONS**

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Trading Member's ITORS System. This shall be followed by a confirmation, which

may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

## **9. INVESTMENT ADVICE**

- 9.1 The Client acknowledges that the Trading Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Trading Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Trading Member or any of its employees.
- 9.3 The Client agrees that in the event of the Trading Member or any employee or official of the Trading Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Trading Member shall not be liable or responsible for the same.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 The Trading Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## **10. SUPPLEMENTAL TO MAIN TRADING MEMBER - CLIENT AGREEMENT:**

This Agreement is supplemental to, and does not supersede, the Main Trading Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Trading Member's ITORS WebSite, the provisions of the Main Trading Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Trading Member and the Client pursuant to or otherwise relating to the Trading Member's ITORS Service.

## **11. REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the Trading Member that:

- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Trading Member has agreed to provide the Trading Member's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Trading Member's ITORS Service may at any time be unavailable without further notice. The Trading Member and the Exchange do not make any representation or warranty that the Trading Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Trading Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may

enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

11.5 The Client shall abide by the Exchange Provisions and the terms of the Trading Member's ITORS WebSite in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to the Trading Member (or to the Trading Member's representative) shall be binding on the Client.

**12. REPRESENTATIONS AND WARRANTIES OF THE TRADING MEMBER:**

The Trading Member represents and warrants to the Client that :-

The Trading Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Trading Member has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Trading Member will commence the Trading Member's ITORS Service only after the Exchange has approved the Trading Member's ITORS System.

**13. MARKET DATA**

13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Trading Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Trading Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**14. NOTICES**

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

To the Trading Member at:

Name of the person concerned : Mr.

Address : PS-17, "Rotunda", Stock Exchange Tower, 2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

Fax # : 2272 1253 • e-mail : sdj@vsnl.com

To the Client at:

Name of the person concerned :

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax # : \_\_\_\_\_

e-mail : \_\_\_\_\_

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

#### **15. EXTRAORDINARY EVENTS**

The Trading Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Trading Member's control.

#### **16. AMENDMENT TO AGREEMENT**

The Client understands and agrees that the Trading Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Trading Member's ITORS WebSite) at any time and from time to time, without prior notice.

#### **17. TERMINATION OF AGREEMENT:**

- 17.1 The Client agrees that the Trading Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Trading Member to give advance notice of such termination or suspension to the Client.
- 17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Trading Member, provided that unless the Trading Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Trading Member.
- 17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

#### **18. SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

#### **19. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

#### **20. LAW AND JURISDICTION**

- 20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 20.2 This Agreement and all contracts and transactions between the Trading Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board

of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

## 21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SIGNED SEALED AND DELIVERD )

By the withinamed Trading Member )

Through the hands of its )

Javeri Fiscal Services Ltd.

Signature: \_\_\_\_\_

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

in the presence of ... )

1. Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

\_\_\_\_\_

SIGNED SEALED AND DELIVERD )

By the withinamed Client )

Through the hands of its )

Signature:  (30) \_\_\_\_\_

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

in the presence of ... )

1. Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

## **COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT AND FUTURES & OPTIONS SEGMENT**

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

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

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

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance.

You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE and suffer adverse consequences or losses, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on NSE/BSE.

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

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

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

### **1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)**

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

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

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

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

- 1.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high price, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

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

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

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

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

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

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

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

## **1.6 Risk of Rumours:**

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

## **1.7 System Risk:**

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

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

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

Trading on NSE/BSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full.

You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

- 2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-

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

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others.  
These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## 2.2. Risk of Option holders

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

## 2.3 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## 3. GENERAL

### 3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

- 3.3 For rights and obligations of the clients, please refer to **Annexure-1** enclosed with this document.
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

**Constituent's Signatur**  (34)

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

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

## ANNEXURE - 1

### INVESTORS' RIGHTS AND OBLIGATIONS:

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

made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.

- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/ Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

**Notes:**

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

### a) Policy for Penny Stock

Penny stocks are stocks that trade at relatively low price and market capitalization and are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure.

Usually Company does not allow a client to trade in penny stock. On client request, trade can be allowed but against payment in advance for buy of shares and against transfer of securities to our DP/Pool account for sale of shares. Since penny stocks have very low liquidity and thin volume, we do not take any responsibility for trades done by client in penny stock. In case any query is raised by BSE/NSE/SEBI the requisite information will be provided to BSE/NSE/SEBI and in case any penalty is levied for whatsoever reason such penalty will be debited to clients' ledger account.

Depend on the market condition and RMS policy of the company, RMS reserve the right to refuse to provide the limit in Penny stocks.

### b) Setting up client's exposure limits

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

**c) Applicable brokerage rate**

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

**d) Imposition of penalty / delayed payment charges**

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. The client agrees that the stock broker may impose fines / penalties for any orders / trades/ deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals/ actions of the client, the same shall be borne by the client.

**e) The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues**

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, liabilities/ obligations. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account. In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker.

Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion. The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

**f) Shortages in obligations arising out of internal netting of trades**

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a) The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange +10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.

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

Incase where the deposit amount is fully utilized against the position taken by the client then the new position will not be allowed till further deposit of margin amount. Further we close the position if MTM amount exceeds the available 80% of the margin amount with the intimation to the client and/or subbroker by way of telephone call or email/messenger.

h) **Temporarily suspending or closing a client's account at the client's request**

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ ledger balance settlement can take place.

i) **Deregistering a client**

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;

- (viii) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (ix) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (x) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (xi) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

Inactive Client account: -Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Signature :  (40) \_\_\_\_\_  
Constituent's Name : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_



## ANNEXURE - 1

### AUTHORITY LETTER FOR RUNNING ACCOUNT

To

**Javeri Fiscal Services Ltd.**

PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

Dear Sir/Madam,

**Sub: Authority Letter for Running Account (Client Code \_\_\_\_\_ )**

I hereby state that I am aware of the norms relating to Pay-in & Pay-out of Funds and Securities. In order to facilitate operations and banking convenience, I hereby authorize Javeri Fiscal Services Ltd., to maintain a running account with you, instead of daily settlement of Funds / Securities due to me.

Further, the Pay-out of Funds/Securities may be retained by you and I agree not to claim any interest from you on such securities/funds so retained by you. The Funds/Securities so retained shall be available to you for exposure/margin purpose for me. I further agree that you shall not be liable for any claim for loss or profit or for any consequential, incidental, special or exemplary damages, caused by retention of such Funds/Securities in this regard. On written request by me, you may release the Funds/Securities to me, if sufficient margins in respect of my trading account across all segments of the stock exchanges are available.

I request you to settle my fund and securities account once in (✓ tick any one)

every calendar Quarter      or       every calendar month

or such other higher period as allowed by SEBI/Stock Exchange from time to time, except the funds given towards collaterals/margin in the form of Bank Guarantee and/or Fixed Deposit Receipt.

Such settlement will be done by Javeri Fiscal Services Ltd. on any day at its discretion in a calendar quarter or month (hereinafter referred as settlement period) as the case may be. If my account turns into debit on any day during the settlement period, the same may be treated as settlement of funds for that settlement period and Javeri Fiscal Services Ltd. will not be required to settle the credit if any arising subsequently during the settlement period. I agree that I shall be liable to pay the debit standing to my account on the settlement date or any other date.

In case I have an outstanding obligation on the settlement date, you may retain the requisite funds/ securities towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.

I confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be, at your retail head office. After that I shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.

Further, I authorize Javeri Fiscal Services Ltd. to maintain a minimum sum of Rs. 500/- at all point of time towards demat charges and/or for other services, till the time my account with you is in active status.

I understand that I may revoke this Authority at any point of time giving 15 working days notice in writing to you. This authorization will be valid for one year commencing from date of execution and I shall give a fresh authorization letter for any subsequent period.

Thanking you,

Yours truly,

Signature :   \_\_\_\_\_

Constituent's Name: \_\_\_\_\_

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

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

Notes :1. This authorization shall be sign by client only and not by any authorized person on his behalf or any holder of power of attorney.



## ANNEXURE - 2

### AUTHORITY LETTER FOR SQUARING OFF OUTSTANDING POSITION

To,  
**Javeri Fiscal Services Ltd.**  
PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Client Code :** \_\_\_\_\_

Dear Sir/Madam,

Please refer to the trading account opened with you in the name of \_\_\_\_\_  
\_\_\_\_\_ for the purpose of dealing in cash / capital market and  
derivative segments of the exchanges.

In case of default in payment of daily margin or failure to fulfill in time any additional margin requirements stipulated by you (even though not imposed by the exchange(s) / the clearing corporation / clearing house) or if any outstanding debt occurs in my account, I hereby irrevocably authorize you to close out / liquidate whole or any part of my position without prejudice to your right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation, closing out etc. shall be charged to and borne by me.

Yours truly,

Signature :  \_\_\_\_\_  
Constituent's Name : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

## ANNEXURE - 3

### UNDERTAKING CUM AUTHORITY LETTER

To,  
**Javeri Fiscal Services Ltd.**  
PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

Ref: Client Code : \_\_\_\_\_

Dear Sir/Madam,

I am dealing in securities with M/s Javeri Fiscal Services Ltd. at National Stock Exchange of India Limited/Bombay Stock Exchange Limited ('Exchange') and in order to facilitate ease of operation, I undertake and authorize you as under:

1. I authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
2. I hereby authorize you not to provide me Order confirmation / Modification/Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I shall get the required details from contract notes issued by you.
3. I hereby authorize you to keep all the securities which I give you in margin including the payout of securities received by us, for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same for meeting margin / pay - in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I hereby authorise you to retain credit balance in any of my account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I instruct you otherwise. I also authorize you to debit the necessary demat charges from time to time, for keeping the shares in your client demat beneficiary account on my behalf. I also authorize you to debit delayed payment charges upto 24% p.a. for the debit balances if any, in my account and not settled as per the exchange requirements.
5. I request you to retain securities in your Demat account for my margin/future obligations at all Exchanges, unless I instruct you to transfer the same to my account.
6. I request you to consider my telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me all the confirmation on telephone unless instructed otherwise in writing. I will get required details from contracts issued by you.
7. Trading of all Exchanges is in electronic mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I understand that 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 your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I agree that I shall be fully liable and responsible for any such problems/fault. I understand that the member reserves the rights of refusing to execute any particular transaction.
8. I confirm that I will never sublet the trading terminal on any term of connectivity, from my place to any other place without your prior approval.
9. I am agreeable for inter-settlement transfer of securities towards settlements.
10. I am agreeable for & authorize you to with-hold funds pay-out towards all the applicable margins and debits.
11. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.

Thanking You.

Yours Faithfully

Signature :  \_\_\_\_\_

Constituent's Name : \_\_\_\_\_

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

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

## ANNEXURE - 4

### REGISTRATION FORM FOR INVESTMENT ADVICE

To,

**Javeri Fiscal Services Ltd.**

PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Client Code :** \_\_\_\_\_

Dear Sir/Madam,

I am an existing/prospective customer of Javeri Fiscal Services Ltd. for Equity Broking (Cash and F & O segment). I am aware that Javeri Fiscal Services Ltd. is engaged in quality fundamental as well as technical research in equities.

I am also aware that on a specific request of the existing/prospective client, Javeri Fiscal Services Ltd. is providing buy/sell/hold advice in specific stocks based on their quality research and analysis.

I am an existing/prospective investor and I am desirous of getting Javeri Fiscal Services Ltd. investment and trading advice for the purpose of making investment and trading decisions.

I request you to please include my name in your list of subscribers for getting investment and trading advice on a regular basis either through SMS, Email, online messaging, chat or any other mode of disseminating investment and trading advice.

I hereby confirm that I have been made aware by the Javeri Fiscal Services Ltd. that:

1. The investment in equity shares, derivatives, or other instruments traded on the stock exchanges have varying element of risk and may not be an appropriate avenue for someone of limited resource/limited investment and/or trading experience and low risk tolerance.
2. The Information and opinions expressed in Javeri Fiscal Services Ltd.'s investment and trading advice (disseminated through Research reports/sms/internet chat, or any other medium) are prepared/expressed by Javeri Fiscal Services Ltd. on the basis of information and data obtained from recognized statistical services, issuer reports or communications, or other sources, believed to be reliable. However, such information has not been verified by Javeri Fiscal Services Ltd., and they do not make any representations as to its accuracy or completeness. Any statements nonfactual in nature constitute only current opinions, which are subject to change. Javeri Fiscal Services Ltd. does not undertake to advise you of changes in its opinions or information.
3. Javeri Fiscal Services Ltd. and others associated with it may make markets or specialize in, have positions in and effect transactions in securities of companies mentioned and may also perform or seek to perform investment banking services for those companies.
4. Whilst all reasonable care has been taken to ensure that the facts stated and the opinions and advice given are fair, neither Javeri Fiscal Services Ltd. nor any of their affiliates shall be in any way responsible for its contents, nor do they accept any liability for any loss or damage (including without limitation loss of profit) which may arise directly or indirectly from use of or reliance on such information or advice or opinion.
5. Javeri Fiscal Services Ltd. (or any of its affiliates or subsidiaries) or their officers, directors, analysts, employees, agents, independent contractors, or consultants may have positions in securities or commodities referred to in the research reports or in the investment advice and may, as principal or agent, buy and sell such securities or commodities. An employee, analyst, officer, agent, independent contractor, a director, or a consultant of Javeri Fiscal Services Ltd., its affiliates, or its subsidiaries may serve as a director for companies mentioned in the research reports or about whose shares, the investment advice/opinion is given.
6. Javeri Fiscal Services Ltd. and its affiliates may, to the extent permitted under applicable law, have acted upon or used the information prior to or immediately following its publication, provided that I could not reasonably expect any such action to have a material effect on the price.

7. The research reports are based on information available to the public. No representation is made that it is accurate or complete. The research reports are not an offer to buy or sell or a solicitation of an offer to buy or sell the securities mentioned therein.
8. The Investments discussed in the research reports or recommended in the investment and trading advice may not be suitable for all investors. Investor must make their own investment decisions based on their specific investment objectives and financial position and using such independent advisors as they believe necessary.
9. Where an investment is denominated in a currency other than the investor's currency, changes in rates of exchange may have an adverse effect on the value, price of, or income derived from the investment. There may be instances when fundamental, technical, and quantitative opinions may not be in concert.
10. Past performance is not necessarily a guide to future performance. Income from investments may fluctuate. The price or value of the investment to which this report relates, either directly or indirectly, may fall or rise against the interest of investors.
11. There are risks inherent in international investments, which may make such investments unsuitable for certain clients. These include, for example economic, political, currency exchange rate fluctuations, and limited availability of information on international securities.
12. The value of investments and the income from them may vary and the investor may realize less than the sum invested. Part of the capital invested may be used to pay that income. In the case of higher volatility investments, these may be subject to sudden and large falls in value and investor may incur a large loss even equal to the amount invested. Some investments are not readily realizable and investor may have difficulty in selling or realizing the investment or obtaining reliable information on the value or risks associated with the investment.
13. The tax treatment of some of the investments mentioned in the research reports or in the investment advice may change with future legislation. The investment or investment advice may not be suitable for all investors and any doubts regarding this should be addressed by the investor to his broker.
14. Whilst all reasonable care will be taken to ensure that the advice dissemination systems like mail, SMS, website messaging etc are properly protected from hacking, tempering etc, neither Javeri Fiscal Services Ltd. nor any of their affiliates can in any way be held responsible for any such hacked or tempered dissemination of information or advice through any kind of technological frauds nor do they accept any liability for any loss or damage (including without limitation loss of profit) which may arise directly or indirectly from use of or reliance on such tempered information or advice or opinion.
15. The research reports or the investment advice may not be reproduced, resold or redistributed without the prior written consent of Javeri Fiscal Services Ltd..

I hereby confirm that I have read, understood and accepted the above disclaimers from the Javeri Fiscal Services Ltd. and will not hold Javeri Fiscal Services Ltd. or its affiliates, Directors, employees and others liable for any losses that may be incurred by me due to or as a result of acting on the research reports or the investment and trading advice disseminated by them.

Signature :  \_\_\_\_\_

Constituent's Name : \_\_\_\_\_

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

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

Mobile Number : \_\_\_\_\_

## ANNEXURE - 5

### SHARING OF DATA AND INFORMATION

To,  
**Javeri Fiscal Services Ltd.**  
PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Client Code :** \_\_\_\_\_

Dear Sir/Madam,

I am holding a trading account No \_\_\_\_\_ with Javeri Fiscal Services Ltd. I am availing the various financial products/facility offered by the various business divisions of Javeri Fiscal Services Ltd. I am aware that while availing such products/facilities, Javeri Fiscal Services Ltd. is mandated to obtain information about me and my transaction.

In view of the above, I hereby authorize Javeri Fiscal Services Ltd. to share the following information/ documents/data, about me and my transactions, to other business divisions of Javeri Fiscal Services Ltd. or its affiliates/group companies which is offering the products/facilities availed by me.

1. Information provided by me in the Know Your Client (KYC) 2. My holdings in stocks 3. Ledger balances in my trading for both BSE and NSE

I would have no objection to Javeri Fiscal Services Ltd. sharing the above information, about me to its other business divisions or group companies or affiliates.

Yours Faithfully,



Signature : \_\_\_\_\_

Constituent's Name : \_\_\_\_\_

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

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

## ANNEXURE - 6

### AUTHORITY LETTER FOR RECEIVING ELECTRONIC STATEMENTS

To,

**Javeri Fiscal Services Ltd.**

PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Client Code :** \_\_\_\_\_

Dear Sir/Madam,

I agree to receive contract notes, bills, ledgers, transaction statement (statement of funds/securities) etc. in electronic form for all trades / transactions executed through you on my designated e-mail address of \_\_\_\_\_, as per the below mentioned terms and conditions:

1. My non-verification or non-accessing of the contract notes on regular basis shall not be a reason for disputing the contract note at any time.
2. I confirm that contract notes, bills, ledgers, transaction statement (statement of funds/securities) etc. sent by you from time to time to my email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given in writing to M/s. Javeri Fiscal Services Ltd. within 24 hours of receipt of the same. Non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the e-mail ID(s) registered with you.

In case of any failure in system at your end, contract notes, bills, ledgers, transaction statement (statement of funds/securities) etc. will be issued in physical form and sent to my correspondence address, which shall be binding on me.

3. I hereby state that the handing over of the said contract(s) / bill(s) / confirmation notes or any communication in respect of my transactions relating to my trading account with M/s. Javeri Fiscal Services Ltd. to any of the email addresses or to the communication address as registered with you, shall be treated as due discharge of obligation of the Member under the Rules and Regulations and bye-laws of SEBI and the stock exchange(s). I hereby confirm that any change in e-mail id will be communicated through physical letter only.
4. I will completely rely on the log reports of your dispatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.

Thanking You.

Yours Faithfully

Signature :  \_\_\_\_\_

Constituent's Name : \_\_\_\_\_

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

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

Note : This authority letter should be signed by client only and not by any authorise person on his behalf or any holder of the power of attorney.

**ANNEXURE - 7**

**CLIENT DEFAULTER DECLARATION**

To,  
**Javeri Fiscal Services Ltd.**  
PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Client Code :** \_\_\_\_\_

Dear Sir/Madam,

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_  
do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/Various Exchanges/Regulatory bodies/ CIBIL (Credit Information Bureau of India Ltd) etc.

I further declare that the above mentioned declaration/statement is true and correct.

Thanking You.

Yours Faithfully

Signature :  \_\_\_\_\_  
Constituent's Name : \_\_\_\_\_  
Date : \_\_\_\_\_  
Place : \_\_\_\_\_

Note : To be signed by person himself/herself not to be signed by his/her attorney/authorized person etc

## POLICIES AND PROCEDURE FOR PREVENTION OF MONEY LAUNDERING

(As per the requirements of the PMLA Act 2002)

### 1. Firm Policy

It is the policy of the firm to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets.

### 2. Principal Officer Designation and Duties

The firm has a Principal Officer for its Anti-Money Laundering Program, who takes full responsibility for the firm's AML program and is qualified by experience, knowledge and training. The duties of the Principal Officer will include monitoring the firm's compliance with AML obligations and overseeing communication and training for employees. The Principal Officer will also ensure that proper AML records are kept. When warranted, the Principal Officer will ensure filing of necessary reports with the Financial Intelligence Unit (FIU - IND)

### 3. Customer Identification and Verification

At the time of opening an account or executing any transaction with it, the firm will verify and maintain the record of identity and current address or addresses including permanent address or addresses of the client, the nature of business of the client and his financial status as under

Constitution of Client	Proof of Identity	Proof of Address	Others
Individual	1. PAN Card	2. Copy of Bank Statement, etc	3. N.A.
Company	4. PAN Card 5. Certificate of incorporation 6. Memorandum and Articles of Association 7. Resolution of Board of Directors	8. As above	9. Proof of Identity of the Directors/Others authorized to trade on behalf of the firm
Partnership Firm	10. PAN Card 11. Registration certificate 12. Partnership deed	13. As above	14. Proof of Identity of the Partners/Others authorized to trade on behalf of the firm
Trust	15. PAN Card 16. Registration certificate 17. Trust deed	18. As above	19. Proof of Identity of the Trustees/ others authorized to trade on behalf of the trust
AOP/ BOI	20. PAN Card 21. Resolution of the managing body 22. Documents to collectively establish the legal existence of such an AOP/ BOI	23. As above	24. Proof of Identity of the Persons authorized to trade on behalf of the AOP/ BOI

25. If a potential or existing customer either refuses to provide the information described above when requested, or appears to have intentionally provided misleading information, our firm will not open the new account.

26. All PAN Cards received will be verified from the Income Tax/ NSDL website before the account is opened

27. The firm will maintain records of all identification information for ten years after the account has been closed

#### **4. Maintenance of records**

The Principal Officer will be responsible for the maintenance for following records:

- all cash transactions of the value of more than rupees ten lakhs or its equivalent in foreign currency;
- all series of cash transactions integrally connected to each other which have been valued below rupees ten lakhs or its equivalent in foreign currency where such series of transactions have taken place within a month;
- 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;
- all suspicious transactions whether or not made in cash. Suspicious transaction means a transaction whether or not made in cash which, to a person acting in good faith --
  - gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
  - appears to be made in circumstances of unusual or unjustified complexity; or
  - appears to have no economic rationale or bonafide purpose; or
  - gives rise to a reasonable ground of suspicion that it may involve financing of the activities relating to terrorism

The records shall contain the following information:

- the nature of the transactions;
- the amount of the transaction and the currency in which it was denominated;
- the date on which the transaction was conducted; and the parties to the transaction.

The records will be updated on daily basis, and in any case not later than 5 working days

#### **5. Monitoring Accounts For Suspicious Activity**

The firm will monitor through the automated means of Back Office Software for unusual size, volume, pattern or type of transactions. For non automated monitoring, the following kinds of activities are to be mentioned as Red Flags and reported to the Principal Officer.

- The customer exhibits unusual concern about the firm's compliance with government reporting requirements and the firm's AML policies (particularly concerning his or her identity, type of business and assets), or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or business documents.
- The customer wishes to engage in transactions that lack business sense or apparent investment strategy, or are inconsistent with the customer's stated business or investment strategy.
- The information provided by the customer that identifies a legitimate source for funds is false, misleading, or substantially incorrect.
- Upon request, the customer refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.
- The customer (or a person publicly associated with the customer) has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations.
- The customer exhibits a lack of concern regarding risks, commissions, or other transaction costs.
- The customer appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate commercial reasons, to provide information or is otherwise evasive regarding that person or entity.
- The customer has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry.
- The customer attempts to make frequent or large deposits of currency, insists on dealing only in cash, or asks for exemptions from the firm's policies relating to the deposit of cash.

- The customer engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid the Rs. 10,00,000 government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds.
- For no apparent reason, the customer insists for multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.
- The customer engages in excessive journal entries between unrelated accounts without any apparent business purpose.
- The customer requests that a transaction be processed to avoid the firm's normal documentation requirements.
- The customer, for no apparent reason or in conjunction with other red flags, engages in transactions involving certain types of securities, such as Z group and T group stocks, which although legitimate, have been used in connection with fraudulent schemes and money laundering activity. (Such transactions may warrant further due diligence to ensure the legitimacy of the customer's activity.)
- The customer's account shows an unexplained high level of account activity
- The customer maintains multiple accounts, or maintains accounts in the names of family members or corporate entities, for no apparent purpose.
- The customer's account has inflows of funds or other assets well beyond the known income or resources of the customer.

When a member of the firm detects any red flag he or she will escalate the same to the Principal Officer for further investigation

Broad categories of reason for suspicion and examples of suspicious transactions for an intermediary are indicated as under:

- i. Identity of Client
  - False identification documents
  - Identification documents which could not be verified within reasonable time
  - Non-face to face client
  - Doubt over the real beneficiary of the account
  - Accounts opened with names very close to other established business entities
- ii. Suspicious Background
  - Suspicious background or links with known criminals
- iii. Multiple Accounts
  - Large number of accounts having a common account holder, introducer or authorized signatory with no rationale
  - Unexplained transfers between multiple accounts with no rationale
- iv. Activity in Accounts
  - Unusual activity compared to past transactions
  - Use of different accounts by client alternatively
  - Sudden activity in dormant accounts
  - Activity inconsistent with what would be expected from declared business
  - Account used for circular trading
- v. Nature of Transactions
  - Unusual or unjustified complexity
  - No economic rationale or bonafide purpose
  - Source of funds are doubtful
  - Appears to be case of insider trading
  - Investment proceeds transferred to a third party

- Transactions reflect likely market manipulations
  - Suspicious off market transactions
- vi. Value of Transactions
- Value just under the reporting threshold amount in an apparent attempt to avoid reporting
  - Large sums being transferred from overseas for making payments
  - Inconsistent with the clients apparent financial standing
  - Inconsistency in the payment pattern by client
  - Block deal which is not at market price or prices appear to be artificially inflated/deflated

## 6. Reporting to FIU IND

For Cash Transaction Reporting

- All dealing in Cash that requiring reporting to the FIU IND will be done in the CTR format and in the matter and at intervals as prescribed by the FIU IND

### For Suspicious Transactions Reporting

We will make a note of Suspicion Transaction that have not been explained to the satisfaction of the Principal Officer and thereafter report the same to the FIU IND and the required deadlines. This will typically be in cases where we know, suspect, or have reason to suspect:

- the transaction involves funds derived from illegal activity or is intended or conducted in order to hide or disguise funds or assets derived from illegal activity as part of a plan to violate or evade any the transaction reporting requirement,
- the transaction is designed, whether through structuring or otherwise, to evade the any requirements of PMLA Act and Rules framed thereof
- the transaction has no business or apparent lawful purpose or is not the sort in which the customer would normally be expected to engage, and we know, after examining the background, possible purpose of the transaction and-other facts, of no reasonable explanation for the transaction, or
- the transaction involves the use of the firm to facilitate criminal activity.

We will not base our decision on whether to file a STR solely on whether the transaction falls above a set threshold. We will file a STR and notify law enforcement of all transactions that raise an identifiable suspicion of criminal, terrorist, or corrupt activities.

All STRs will be reported quarterly to the Board of Directors, with a clear reminder of the need to maintain the confidentiality of the STRs

We will not notify any person involved in the transaction that the transaction has been reported, except as permitted by the PMLA Act and Rules thereof.

## 7. AML Record Keeping

### i. STR Maintenance and Confidentiality

We will hold STRs and any supporting documentation confidential. We will not inform anyone outside of a law enforcement or regulatory agency or securities regulator about a STR. We will refuse any requests for STR information and immediately tell FIU IND of any such request we receive. We will segregate STR filings and copies of supporting documentation from other firm books and records to avoid disclosing STR filings. Our Principal Officer will handle all requests or other requests for STRs.

### ii. Responsibility for AML Records and SAR Filing

Principal Officer will be responsible to ensure that AML records are maintained properly and that STRs are filed as required

### iii. Records Required

As part of our AML program, our firm will create and maintain STRs and CTRs and relevant

documentation on customer identity and verification. We will maintain STRs and their accompanying documentation for at least ten years.

## **8. Training Programs**

We will develop ongoing employee training under the leadership of the Principal Officer. Our training will occur on at least an annual basis. It will be based on our firm's size, its customer base, and its resources.

Our training will include, at a minimum: how to identify red flags and signs of money laundering that arise during the course of the employees' duties; what to do once the risk is identified; what employees roles are in the firm's compliance efforts and how to perform them; the firm's record retention policy; and the disciplinary consequences (including civil and criminal penalties) for non-compliance with the PMLA Act.

We will develop training in our firm, or contract for it. Delivery of the training may include educational pamphlets, videos, intranet systems, in-person lectures, and explanatory memos.

We will review our operations to see if certain employees, such as those in compliance, margin, and corporate security, require specialized additional training. Our written procedures will be updated to reflect any such changes.

## **9. Program to Test AML Program**

- i. **Staffing:** The testing of our AML program will be performed by the Statutory Auditors of the company
- ii. **Evaluation and Reporting :** After we have completed the testing, the Auditor staff will report its findings to the Board of Directors. We will address each of the resulting recommendations.

## **10. Monitoring Employee Conduct and Accounts**

We will subject employee accounts to the same AML procedures as customer accounts, under the supervision of the Principal Officer. We will also review the AML performance of supervisors, as part of their annual performance review. The Principal Officer's accounts will be reviewed by the Board of Directors

## **11. Confidential Reporting of AML Non-Compliance**

Employees will report any violations of the firm's AML compliance program to the Principal Officer, unless the violations implicate the Principal/Compliance Officer, in which case the employee shall report to the Chairman of the Board. Such reports will be confidential, and the employee will suffer no retaliation for making them.

## **12. Board of Directors Approval**

We have approved this AML program as reasonably designed to achieve and monitor our firm's ongoing compliance with the requirements of the PMLA and the implementing regulations under it.

For **M/s. Javeri Fiscal Services Ltd.**

Directors/Authorised Signatory (Stock Broker)

**Policy for Prevention of Insider Trading of M/s. Javeri Fiscal Services Ltd.**  
**[In Terms of SEBI (Prohibition of Insider Trading) Regulations, 1992]**

**Introduction**

This policy aims to define and establish **M/s. Javeri Fiscal Services Ltd.** (herein after referred to as "Stock Broker"), position and rules with respect to:

- Prevention of Insider trading of securities;
- Adherence to Securities and Exchange Board of India's ('SEBI') applicable guidelines by all Connected or Deemed Connected persons including Director, Officer and Designated Employee for prevention of Insider trading.

Stock Broker is committed to the preserving the confidentiality and preventing the **misuse of any unpublished price sensitive information**. Stock Broker is further committed to adherence to all applicable laws and regulations set forth by the Securities and Exchange Board of India ("SEBI") or the Stock Exchanges with regards to prevention of Insider trading. Trading on insider information is not only illegal, but also tarnishes Stock Broker's corporate credibility. Stock Broker is committed to ensuring transparency and fairness in dealing with all stakeholders of the Stock Broker.

Definitions of some of the key terms used in this policy are given below:

- "Insider Trading"** means when insiders use unpublished price sensitive information to arrive at securities trading/dealing (including buying as well as selling) decisions, the action is referred to as insider trading;
- "Insider"** means any person who is or was a **"Connected Person"** or a **"Deemed Connected Person"** and who is reasonably expected to have access to unpublished price sensitive information in respect of securities of the Company or who has received or has had access to such unpublished price sensitive information;
- "Connected Persons"** means any person who is:
  - A Director of the Company;
  - An Officer or Designated Employee of Company;
  - Has a professional or business relationship with the Company, such that he/she may be reasonably expected to have access to price sensitive information in relation to the Company, which includes but not limited to the Legal Advisors, Solicitors, Auditors, Consultants and Tax Advisors;
- "Deemed Connected Persons"** means and includes:
  - Dependent family members of Connected Persons;
  - Any group Company, Company under the same management or subsidiary of the Company; Bankers of the Company;
  - Merchant banker, share transfer agent, registrar to an issue, debenture trustee, broker, portfolio manager, investment advisor, sub-broker or any employee thereof having a fiduciary relationship with the Company;
  - Trustees of any trust the beneficiaries of which include any of the Connected Persons;
  - Trustees of any trust who are conferred with the Power of Attorney to act on behalf of beneficiaries in respect of securities of the Company;
  - Any person who was a Connected Person, whether temporary or permanent six months prior to an act of insider trading;
  - Any other person or category of persons mentioned in Regulation 2 of the SEBI (Prohibition of Insider trading) Regulations, 1992.

- vi. **"Dependent Family Members"** shall mean spouse, dependent parents and dependent children and any other person dependent on the Officer and Designated Employee;
- vii. **"Officer of a Company"** means any person as defined in clause (30) of section 2 of the Companies Act, 1956 (I of 1956) including an auditor of the Company;
- viii. **"Designated Employee"** shall mean:
- Manager and above in the Finance, Accounts, Secretarial and Corporate Communications departments;
  - Such employees designated and notified by the Compliance Officer from time to time with the approval of the Managing Director;
- ix. **"Dealing in Securities"** means an act of subscribing, buying, selling or agreeing to subscribe, sell or deal in any securities either as principal or agent;
- X. **"Price Sensitive Information"** shall mean any information which relates directly or indirectly to Company and which if published is likely to materially affect the price of securities of Company.
- The following shall be deemed to be price sensitive information:
- Periodical financial results of the Company;
  - Intended declaration of dividends (both interim and final);
  - Issue of securities or buy-back of securities;
  - Any major expansion plans or execution of new projects;
  - Amalgamation, mergers or takeovers;
  - Disposal of the whole or substantial part of the undertaking;
  - Any significant changes in policies, plans or operations of the Company;
- xi. **"Unpublished"** means information which is not published by the Company or its agents and is not specific in nature.
- xii. **"Compliance Officer"** means an officer appointed by the Board for the purpose of monitoring, observing, educating the employees, setting forth the policies and administration of the procedure under the overall supervision of the Managing Director of the Stock Broker in relation to Compliance with this policy.

Words and expressions not defined in these Regulations shall have the same meaning as contained in SEBI (Prohibition of Insider Trading) Regulations, 1992 or the Securities and Exchange Board of India Act, 1992.

For **M/s. Javeri Fiscal Services Ltd.**

Directors/Authorised Signatory (Stock Broker)



# JAVERI FISCAL SERVICES LTD.

DP ID : 32900 DP SEBI Reg. No. : IN-DP-CDSL-229-2004

PS-17, Stock Exchange, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 023.  
Tel. : 2272 1564, 2272 2510, 2272 1714 Fax : 2272 1253 E-mail : sdj@vsnl.com

## APPLICATION FORM FOR OPENING A SECURITIES ACCOUNT

Individual  NRI Foreign  Foreign National

<b>Application No.</b>		<b>Date</b>												
<b>DP Internal Reference No.</b>														
<b>DP ID</b>								<b>Client ID</b>						

(To be filled by the applicant in **BLOCK LETTERS** in English)

We request you to open a Depository Account in our name as per the following details :

### Joint Holders - Second Holder's Details

<b>First Name</b>														
<b>Middle Name</b>														
<b>Last Name</b>														
<b>Father / Husband Name</b>														
<b>Title</b>	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Ms.	<input type="checkbox"/> Other								<b>Suffix</b>		
<b>Permanent Address</b>														
<b>City</b>							<b>State</b>							
<b>Country</b>							<b>Pin Code</b>							
<b>Tel. No.</b>					<b>Fax No.</b>					<b>Mob. No.</b>				
<b>PAN</b>														
<b>Email ID</b>														

### Joint Holders - Third Holder's Details

<b>Status</b>	<b>Sub - Status</b>												
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident				<input type="checkbox"/> Individual Director				<input type="checkbox"/> Individual HUF / AOP				
	<input type="checkbox"/> Individual Director's Relative				<input type="checkbox"/> Individual Promoter				<input type="checkbox"/> Others (specify)				
	<input type="checkbox"/> Individual Margin Trading A/C (MANTRA)												
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable				<input type="checkbox"/> NRI Non-Repatriable								
	<input type="checkbox"/> NRI Repatriable Promoter				<input type="checkbox"/> NRI Non-Repatriable Promoter								
	<input type="checkbox"/> NRI Depository Receipts				<input type="checkbox"/> Others (Specify)								
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Others (Specify)												
I / Wish instruct the DP to receive each and every in my/our account										(Automatic Credit)			
										<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Account Statement Requirement</b>	<input type="checkbox"/> Daily			<input type="checkbox"/> Weekly			<input type="checkbox"/> Fortnightly			<input type="checkbox"/> Monthly			
Do you wish to receive dividend / interest directly in to your bank account given below through ECS ?										<input type="checkbox"/> Yes <input type="checkbox"/> No			

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- (ii) Photocopy of the Bank Statement having name and address of the BO and not more than 4 months old, (or)
- (iii) Photocopy of the Passbook having name and address of the BO, (or)
- (iv) Letter from the Bank.
  - In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document and it should be self-certified by the BO.

I/We have read the terms & Conditions DP-BO agreement and agree to abide by and be bound by the same and by the Bye Loaws as are in force from time to time. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the

	Second Joint Holder	Third Joint Holder
Name		
Signature		
Passport Size Photograph	(Please sign across the photograph)	(Please sign across the photograph)

(Signatures should preferably in black ink)

***(In case of minor holder, photogaph of guardian has to be affixed along with minor's photograph)***

Name*	
* In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.	

**Additional Details**

<b>SMS Alert Facility</b>	<input type="checkbox"/> Yes Mobile No. +m91 _____ Refer to Terms & Conditions give as <b>Annexure-A</b>	<input type="checkbox"/> No
<b>easi</b>	<input type="checkbox"/> Yes If yes, please contact your DP for details [Facility through CDSL's Website : <a href="http://www.cdslindia.com">www.cdslindia.com</a> wherein a BO can view his ISIN balances, transactions and value of the portfolio online.]	<input type="checkbox"/> No

**Details for First Holder**

Date of Birth								
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (Specify)						Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female
Occupation	Service ( <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (specify)							

**(Perforated Card)**

DP ID										Client ID									
	First/Sole Holder				Second Joint Holder				Third Joint Holder										
Name																			
Specimen Signatures																			

**Details for Joint Second Holder**

Date of Birth																			
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (Specify)										Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female							
Occupation	Service ( <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body) <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (specify)																		
Nature of Business : (Products / services provided)																			

**Details for Third Second Holder**

Date of Birth																			
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Others (Specify)										Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female							
Occupation	Service ( <input type="checkbox"/> Central Govt. <input type="checkbox"/> State Govt. <input type="checkbox"/> Public / Private Sector <input type="checkbox"/> NGO <input type="checkbox"/> Statutory Body) <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others (specify)																		
Nature of Business : (Products / services provided)																			

**Details of Guardian (If First Holder or Second Holder Or**

First Name																					
Middle Name																					
Last Name																					
Father / Husband Name																					
Title	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other										Suffix										
Correspondence Address																					
City											State										
Country											Pin Code										
Tel. No.							Fax No.							Mob. No.							
PAN																					
Email ID																					

**For NRI's**

Foreign Address																					
City											State										
Country											Pin Code										



# JAVERI FISCAL SERVICES LTD.

DP ID : 32900 DP SEBI Reg. No. : IN-DP-CDSL-229-2004

PS-17, Stock Exchange, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 023.  
Tel. : 2272 1564, 2272 2510, 2272 1714 Fax : 2272 1253 E-mail : sdj@vsnl.com

## NOMINATION FORM

Dear Sir / Madam,

I/We the sole holder / Joint Holders / Guardian (in case of minor) hereby declare that :

- q I/We do not wish to nominate any one for this demat account. (Strike out what is not applicable). (Signature of all account holders should be obtained on this form).
- q I/We nominate the following person who is entitled to receive security balances lying in my/our account, particulars whereof are given below, in the event of the death of the Sole holder or the death of all the Joint Holders :

### BO Account Details

DP ID										Client ID									
Name of the Sole / First Holder																			
Name of the Second Holder																			
Name of the Third Holder																			

### Nominee Details

First Name																					
Middle Name																					
Last Name																					
Address																					
City												State									
Country												Pin Code									
Telephone No.												Fax No.									
Email ID																					
Relationship with BO (If any)																					
Date of Birth (If nominee is a minor)																					

As the nominee is a minor as on date, I/We appoint following person to act as guardian :

First Name																					
Middle Name																					
Last Name																					
Address																					
City												State									
Country												Pin Code									
Age																					

to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder/ all Joint holders.

This nomination is in accordance with the **section 109 A of the companies Act, 1956**, and shall supersede any prior nomination made by me/us and also any testamentary document executed by me/us.

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

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

	Second Holder	Third Holder
Name		
Full Signature		

Note : Two witnesses shall attest signature(s) / Thumb impression(s).

**Details of the Witness**

	First Witness	Second Witness
Names of the Witness		
Address of witness		
Signature of Witness		

(To be filled by DP)

Nomination accepted and registered vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_

**For Javeri Fiscal Services Ltd.**  
(Authorised Signatory)

## **Agreement Between A Participant And A Person Seeking To Open A Beneficial Owner's Account**

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between between Javeri Fiscal Services Ltd., a body corporate constituted under the Companies Act 1956 having its Registered Office at PS-17, Stock Exchange, 2nd Floor, Bombay Samachar Marg, Mumbai - 400 023. hereinafter called "the Participant" of the One Part; AND \_\_\_\_\_ (description of the legal entity) having his/ its office/ registered office/ address at \_\_\_\_\_ hereinafter called "the Beneficial Owner" of the Other Part.

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded hereinbelow:

Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

### **General Clause**

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

### **Fees, Charges and deposits**

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

### **Statement of Account**

- 3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter.

*<sup>1</sup>[The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time.]* The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

- 3.2 *It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however*

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1 Amended vide SEBI letter no. MRD/DoP/CDSL/VM/155631/09 dated 26.02.09.

2 Amended vide SEBI letter no. MRD/DoP/CDSL/VM/155631/09 dated 26.02.09.

*that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.*

- 3.3 *It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.]*

#### **Beneficial Owner shall intimate change of particulars**

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

#### **3 not liable for claims against Beneficial Owner**

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

#### **Authorised Representative**

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

#### **Closure of Account**

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

#### **Stamp Duty**

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

#### **Force Majeure**

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

#### **Service of Notice**

10. Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-

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3 Amended vide SEBI letter no. MRD/DoP/CDSL/VM/161499/09 dated 24.04.09.

paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**Arbitration**

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

**Jurisdiction**

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai

**Governing Law**

13. The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/ seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED ) For and on behalf of Depository Participant  
 by the withinnamed the ) **Javeri Fiscal Services Ltd.**  
 Participant )  
 \_\_\_\_\_ )

by the hand of its authorised )  
 representative Shri \_\_\_\_\_ ) **Authorised Signatory**  
 in the presence of \_\_\_\_\_ )

SIGNED AND DELIVERED )  
 by the withinnamed the )  
 Beneficial Owner )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )

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

### Definitions

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

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

### Availability:

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

### Receiving Alerts :

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.

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

#### **Fees**

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

#### **Disclaimer :**

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by ti service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of tl BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

#### **Liability and Indemnity :**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the informatk meant for the BO. In consideration of the depository

providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository ai its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustai suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**Amendments :**

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on tl 30s who are already registered as user of this service.

**Governing Law and Jurisdiction :**

Driving the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

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

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

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

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

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

BOID	1	2	0	3	2	9	0	0										
	(Please write your 8 digit DPID)								(Please write your 8 digit Client ID)									

Sole / First Holder's Name : \_\_\_\_\_  
 Second Holder's Name : \_\_\_\_\_  
 third Holder's Name : \_\_\_\_\_

Mobile Number on which messages are to be sent 

+91																		
-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

  
 (Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of

Email ID: \_\_\_\_\_  
 (Please write only ONE valid email ID on which communication; if any, is to be sent)

Signatures \_\_\_\_\_ Sole / First Holder \_\_\_\_\_ Second holder \_\_\_\_\_ Third Holder \_\_\_\_\_  
 Place : \_\_\_\_\_ Date : \_\_\_\_\_

Date : / /

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

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### LIST OF CO-PARCENORS

I Karta of \_\_\_\_\_ H.U.F. hereby give of Co-Parcenersn List as follows :

	Name	Relationship	Age
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____

Any Addition or deletion in the above list same shall be informed to the concerned department.

For \_\_\_\_\_ (HUF)  
Karta

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

To,

**Javeri Fiscal Services Ltd.**

PS-17, "Rotunda", Stock Exchange Tower,  
2nd Floor, Bombay Samachar Marg,  
Mumbai - 400 001.

**Ref : Beneficial Owner (BO) Account No.** \_\_\_\_\_

I/We \_\_\_\_\_ [name(s) of the BO(s)] had entered into agreement dated \_\_\_\_\_ with you at the time of opening of the aforesaid BO account.

Pursuant to the amendment in Clause 3 of the agreement (Annexure c to the Bye Laws of CDSL), I/We confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account in electronic mode in lieu of physical copy of the statement of account.

I/we confirm that the dispatch of statement of account to me/us at the following email address shall constitute full and absolute discharge of your obligation under the above agreement to provide me/us with statement of my/our BO account. But, I/we reserve my/our right to receive the physical copy of statement of accounts despite receiving the same in electronic mode, if such a demand is made in writing on you.

(Email Address : \_\_\_\_\_)

I/We confirm that any change in the aforesaid email address or any other instruction with regard to dispatch / service of my/our statement of account on me/us shall not be binding upon you unless you are intimated in writing by me/us by acknowledged delivery.

Yours faithfully,

Name/s of the Beneficial owner/s  
(all joint holders)

Signature/s

**Power of Attorney for Pay-In of securities for the purpose of settlement**

To all to whom these presents shall come, I/We, \_\_\_\_\_,

\_\_\_\_\_ (name of the bo)

resident/s of \_\_\_\_\_ Indian  
inhabitant/s SEND GREETINGS.

Whereas I/We hold a Beneficiary Account No. **12032900 00** \_\_\_\_\_ (BO-ID) with **Central Depository Services (India) Limited, (CDSL)** through **Javeri Fiscal Services Ltd. (JFSL)** bearing **DP-ID 32900**.

(2) And Whereas I/We am/are investor/s engaged in buying and selling of securities through **Javeri Fiscal Services Ltd.** (Clearing Member) a member of Bombay Stock Exchange Limited (BSE) - Mumbai, bearing SEBI Registration No. **INB010997431** & a Member of National Stock Exchange of India Limited (NSE) bearing SEBI Registration No. **INB230997430** having their Registered office at PS-17, Rotunda 2nd Floor Stock Exchange Tower, B. S. Marg, Mumbai - 400 001.

(3) And whereas due to exigency and paucity of time, I/We am/are desirous of appointing an agent/ attorney to operate the aforesaid beneficiary account on my/our behalf for a limited purpose in the manner hereinafter appearing:

(4) NOW KNOW WE ALL AND THESE PRESENTS WITNESSTH THAT I/WE THE ABOVENAMED DO HEREBY NOMINATE, CONSTITUTE AND APPOINT **Javeri Fiscal Services Ltd.** (Clearing Member) as my/our true and lawful attorney (hereinafter referred to as the attorney) for me/us and on my/our behalf and in my/our name to do instruct the aforesaid Depository Participant to debit securities and/or to transfer securities from the aforesaid account for the purpose of delivering the same to the Clearing House of the recognized Stock Exchange toward any segment in respect of securities sold by me/us through them.

(5) This authority is restricted to the pay-in obligations arising out of the transactions of sale effected by me/us through **Javeri Fiscal Services Ltd.** (Clearing Member) and I/We ratify the instructions given by the aforesaid Clearing Member to the Depository Participant named hereinabove in the manner specified herein.

(6) It is understood that **Javeri Fiscal Services Ltd.** will move securities by debiting and/or transfer securities from the aforesaid account (for the purpose of delivering the same to the Clearing House of the recognized Stock Exchange) to any of their respective Demat Accounts as mentioned below:-

Sr No	Exchange	Principal / Pool Account NO.		Early Pay-in
		CDSL	NSDL	
1	Bombay Stock Exchange Limited (BSE)	120 3290000005272 120 3290000005287	10000254	1100001000017091
2	National Stock Exchange of India Limited (NSE)	120 3290000005308	10008325	

(7) It is further understood that Javeri Fiscal Services Ltd. will return to me/us the securities that may have been erroneously received by JFSL or those securities that JFSL was not entitled to receive from me/us.

(8) I/We further agree and authorize Javeri Fiscal Services Ltd. to send me/us consolidated summary of my/our scripwise buy and sell positions taken with average rates by way of SMS / email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

(9) The powers and authority conferred by this POA shall be revocable at any time. However I/We hereby agree and confirm that the revocation will become effective from the date on which I/we inform the same in writing to Javeri Fiscal Services Ltd.

Signed and Delivered by the within named Beneficial Owner

	First Holder	Second Holder	Third Holder
Name			
Signature			

**In the presence of**

	First Witness	Second Witness
Names		
Address		
Signature		

We accept the above & my person/s authorized by Javeri Fiscal Services Ltd. from time to time is authorized to sign the instruction slip for limited purpose as mentioned herein above.

For **Javeri Fiscal Services Ltd.**

Director / Authorized Signatory

Address of the Attorney :

PS-17, 2nd Floor, "Rotunda" Stock Exchange Tower Building, B. S. Marg, Mumbai 400 023.

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





Bank details of Sole/First Holder (Kindly attach the proof of the Bank mentioned below)

	Bank Name	A/c No.	A/c Type	MICR Code	Branch Name & Address	Default ID
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>

Depository Accounts (Kindly attach the proof of the Demat A/c mentioned below)

I request you to open depository account in my name with "**Javeri Fiscal Services Ltd.**"

	DP Name	DP ID	Client ID	Joint Holder Name	Default ID
1.	Javeri Fiscal Services Ltd.	23099743			<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>

Please attach proof of DP details client master, please tick default ID for BSE & NSE transactions

**Declaration**

I hereby declare that all the information and particulars given by me in this application are true to the best of my knowledge and belief. I agree to inform you immediately if there is any change in any of the information given in this application or in the annexure to this application I also declare and agree that if any of the above statement are found to be incorrect or false or any information or particular have been suppressed or omitted there from, I am liable to be debarred from doing business in the case/derivatives segment. I also agree to furnish such further information as you or the Exchange/SEBI may require from me from time to time and if I fail to give such information, you shall have right to cancel my registration and you or the exchange shall have the right to dabber me from doing business in the cash/derivatives segment of the exchange, I authorise you to transfer the shares purchased by me to the above demat account.

First / Sole Holder

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Place \_\_\_\_\_ Date \_\_\_\_\_ Signature of First / Sole Holder \_\_\_\_\_

Preferences (Introduced by another constituent / director or employee of trading member/any other person)

Name of the Introducer : \_\_\_\_\_

Proof of Identity (POI) :  PAN No.  Passport No.  Driving Licence  Voter ID

Residence Address : \_\_\_\_\_

\_\_\_\_\_

Relationship \_\_\_\_\_ No. of Years Known \_\_\_\_\_ Contact No. \_\_\_\_\_

Signature \_\_\_\_\_

If Employee : Name \_\_\_\_\_ Designation \_\_\_\_\_ Signature \_\_\_\_\_

Note : The member discloses herewith that it undertakes proprietary trading in addition to client business

For Office Purpose

**Brokerage Slab (Subject to change with Prior Notice)**

Brokerage Slab	Equity		Derivatives		Optional	
	1st Side	2nd Side	1st Side	2nd Side	1st Side	2nd Side
Trading % (same Day)						
Trading Minimum Paise						
Delivery %			Note : Option Brokerage is charged on premium The mention brokerage is just a format to be entered			
Delivery Minimum Paise						

If no Brokerage is mentioned, then it will be charge as default herein provided.

\_\_\_\_\_  
Verified by

\_\_\_\_\_  
Approved by



No	Type	Branch / Franchisee		Head Office	
		Yes	No	Yes	No
23	Board Resolution on Company Letter Head				
24	Director's proof of identity				
25	Director's address proof				
26	Director's latest signed photographs				
27	Company PAN card				
28	Valid DP proof in the name of company.				
29	Valid Bank proof in the name of company.				
30	Memorandum and Article of Association is required with Company Rubber Stamp and Director Signature.				
31	Company stamp affixed Wherever the director signs on the agreement.				
	<b>Proprietorship Firm</b>				
32	Latest Photograph signed by the Proprietor				
33	Proof of Identity of the Proprietor				
34	Income Tax proof of the Proprietor				
35	Address proof of Proprietor				
36	DP proof of the Proprietor				
37	Verification from the bank stating that the account is in the name of the proprietorship firm & the name of the proprietor on bank letterhead				
38	Proprietorship firm stamp affixed wherever the proprietor signs on the agreement.				
	<b>Partnership Firm</b>				
39	Certified true copy of the Partnership Deed				
40	Partners proof of identity				
41	Partners address proof				
42	Partners latest signed photographs				
43	Pan number or registration number of the Partnership firm				
44	Valid Bank proof in the name of partnership firm				
	<b>Trust Account</b>				
45	Certified True copy of the Trust Deed				
46	Trustees proof of identify				
47	Trustees address proof				
48	Trustees latest signed photograph				
49	Pan number or Registration number of the Trust				
50	Valid Bank proof in the name of Trust				

All information & particulars in this application have been to the best of my knowledge & belief.

**Authorised Signatory**

**FOR OFFICE USE ONLY**

Code Alloted

Verified By

Approved By

Account Opened By