



# FORTUNE FISCAL LIMITED

Regd. Office : 208, Bluechip Complex, Sayajigunj, Vadodara - 390005.

Tel. : (0265) 2361450, 3019484, Telefax : (0265) 2361450

Email : fortunefiscal@yahoo.co.in, info@fortunefiscal.com

Website : www.fortunefiscal.com

Form No. :

## MEMBERSHIP DETAILS

Exchange / Segment	NSE Cash Segment	NSE Derivatives Segment	BSE Cash Segment
Membership Code	08236	08236	3091
SEBI Registration No.	INB 230823634	INF 230823634	INB 101823632
Clearing Member		Stock Holding Corporation Of India Ltd, Mumbai SEBI Regn. No. : INF 231133036	
Depository	Central Depository Services (India) Ltd		
SEBI Registration No.	IN-DP-CDSL-330-2006		
DP ID	12042800		

Client Registration From

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

Trading A/c of : \_\_\_\_\_

Sub-broker Name : \_\_\_\_\_

Category	Resident Individual	Non Resident Individual	Hindu Undivided Family
	Trust	Partnership Firm	Sole Proprietorship Firm
Exchange enabled	NSE		BSE
Segment enabled	CASH	DERIVATIVES	CASH

<b>FORTUNE FISCAL LIMITED</b> <b>Registered / Correspondence Office:</b>  208, Bluechip Complex, Sayajigunj, <b>Vadodara – 390 005.</b> Tel. (0265) 2361450, 3019484 Telefax : (0265) 2361450 E-mail : fortunefiscal@yahoo.co.in, Website :www.fortunefiscal.com	<b>SEBI Registration No.</b>  <b>NSE Cash :</b> INB 230823634 / 22.11.95 <b>NSE FO :</b> INF 230823634 / 05.10.2000 <b>BSE Cash :</b> INB 101823632 / 07.12.06	<b>Details of Compliance Officer</b>  Shri Hashmukh J. Shah / Shri Ram R. Parte Ph : (0265) 2361450 Email : fortunefiscal@yahoo.co.in
	<b>Investor Grievance Details of Exchanges</b>  NSE : Email id : <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a> , Tel No : 022 26598190 BSE : Email id : <a href="mailto:is@bseindia.com">is@bseindia.com</a> Tel No. : 022 2272 8097	<b>Details of CEO</b>  Shri Nilesh L. Choksi Ph : (0265) 2361450 Email : fortunefiscal@yahoo.co.in

**Clearing Member for NSE Derivatives Segment :** Stock Holding Corporation Of India Ltd, Plot No. P-51, T.T.C. Industrial Area, MIDC, Mahape, **Navi Mumbai – 400701**, Ph. – 022-61778067, 61778068,  
**SEBI Regn. No. :** INF 231133036

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### **PART – A : MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES**

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		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	2
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	4
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	9
4	Policies and Procedures	Document describing significant policies and procedures of the stock broker <i>(to be added by the stock broker)</i> .	13
5	Guidance note	Document detailing dos and don'ts for trading on exchange, for the education of the investors.	17
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) <i>(to be added by the stock broker)</i> .	18

### **PART – B : VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER**

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2	A) Letter of Authority	Authorisation from in respect to the setoff outstanding dues, collection of documents, intimation of change in any KYC information, recovery of penalties / dues etc.	20
	B) Electronic Contract Notes (ECN)	Authorisation to send digitally signed Contract Notes / Communications through electronic media instead of physical mode.	21
	C) Declaration	Declaration / Authorisation from clients in respect to Pay-in / Payout of securities / funds, delayed payments, compliance, error reporting etc.	22
	D) Debit the demat A/c charges	Authorisation to debit Demat account operating charges.	24
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**A. IMPORTANT POINTS:**

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

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

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

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

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

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

#### D. Exemptions / Clarifications to PAN

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

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

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

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

#### INSTRUCTIONS / CHECK LIST

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

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

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

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

# FORMAT FOR INDIVIDUAL CLIENT REGISTRATION FORM

(Annexure 2)

Please fill this form in ENGLISH and in BLOCK LETTERS.

Status of the client (Please tick the relevant box)

<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non-Resident	<input type="checkbox"/> Others
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## A. IDENTITY DETAILS :

<b>Surname</b>	<b>Name</b>	<b>Middle Name</b>
<b>Name of the Client</b>		
<b>Father's / Husband's Name</b>		
<b>Sex / Gender</b>	<input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Date of Birth</b> DD/MM/YYYY
<b>Nationality</b>		<b>UID / Aadhaar</b>
<b>Marital Status</b>	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried	<b>PAN No.</b>
<b>Specify the proof of identity submitted</b>		

## PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

1



## B. ADDRESS DETAILS :

<b>Correspondence Address</b>			
			<b>City :</b>
	<b>State :</b>	<b>Country :</b>	<b>Pin Code</b>
<b>Contact Details</b>	<b>Tel. (Off) :</b> (    )	<b>Tel. (Res)</b>	(    )
	<b>Fax No. :</b> (    )	<b>E-mail Address</b>	
	<b>Mobile No. :</b>		
<b>Permanent Address (If different from above or overseas address, mandatory for NRI Client)</b>			
			<b>City :</b>
	<b>State :</b>	<b>Country :</b>	<b>Pin Code</b>
<b>Specify the proof of identity submitted</b>			

## C. OTHER DETAILS :

<b>Gross Annual Income Details (please specify)</b>	<b>Income Range per annum</b>				
	Below 1 Lac	1 – 5 Lac	5 – 10 Lac	10 – 25 Lac	Above 25 Lac
	Or Net-worth (should not be older than 1 year)				
<b>Occupation (please tick any one and give brief details)</b>	<b>Net-worth (Rs.) :</b>		<b>As on date :</b>		
	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Other				
<b>Nature of Business</b>					
<b>Please tick, if applicable</b>	Politically Exposed Person (PEP) / Related to a Politically Exposed Person (PEP)				
<b>Any other information</b>					

## 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 you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

<b>Name</b>				<b>Signature</b>	
<b>Place</b>	<b>Date</b>	DD/MM/YYYY	<b>2</b>		

## FOR OFFICE USE ONLY

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

**TRADING ACCOUNT RELATED DETAILS**

(Annexure – 3)

**A. BANK ACCOUNT DETAILS**





Type Of Account	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRE/NRO <input type="checkbox"/> Others	Bank A/c. No.				
Name of Bank						
Branch Address						
					Pin Code	
IFSC Code			MICR No.			

**B. DEPOSITORY DETAILS**

Sr. No.	Depository Participant Name	Beneficiary Name	DPID	Beneficiary ID (BO ID)	Depository
1					NSDL / CDSL
2					NSDL / CDSL

**C. TRADING PREFERENCE**

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

Exchange	Cash Segment	Derivative Segment
NSE	 3	 4
BSE	 5	 6

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

**D. PAST ACTIONS**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:	
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**E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

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

Name of Sub-broker		NSE SEBI Regn. No	
Reg. Off. Address		BSE SEBI Regn. No	
		Website	
Signature of Sub-broker		Tel No.	
		Fax No.	

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

Name of Stock Broker		Name of Sub-broker, if any		Client Code		Exchange	
Details of disputes/dues pending from/to such stock broker/sub- broker:							


**F. ADDITIONAL DETAILS**

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Specify your Email id, if applicable	
Whether you wish to avail of the facility of internet trading / wireless technology (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of years of Investment/Trading Experience	
In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others	
Any other information	

**G. INTRODUCER DETAILS (Optional)**

Name		Signature	
Add / Tel No			
Status of introducer	Sub-broker / Remisier / Authorized Person / Existing Client / Others, please specify		

**H. NOMINATION DETAILS (for individuals only)**

<input type="checkbox"/> I/We wish to nominate		<input type="checkbox"/> I/We do not wish to nominate	
Name of the nominee		Relationship with nominee	
Address		PAN No.	
		Tel No.	
<b>If nominee is a minor, details of Guardian</b>		Date of Birth	
Name of Guardian		Signature	 7
Add / Tel No			


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

Name		Name	
Address		Address	
Signature		Signature	

**DECLARATION**

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
- I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.
- I/We do hereby declare and confirm that "NO ACTION" is/was initiated / completed by SEBI or any other authority during last 3 years against me/us. In case, if any action is being initiated by SEBI or other authorities in future, I/we do hereby confirm to notify and provide required details to you.

NOTE: In case, if any action is taken during last 3 years by SEBI / other authorities, details on separate page(s) with documentary support and duly signed are attached herewith.

Name		Signature	 8
Place	Date		

**FOR OFFICE USE ONLY**

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

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

\_\_\_\_\_  
Signature of Authorised Signatory  
Date :

Seal / Stamp of the Stock Broker

## **Annexure – 4**

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

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### **TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

#### **BROKERAGE**

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

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

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

#### **DISPUTE RESOLUTION**

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

#### **TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

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

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

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

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

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

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

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

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

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

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

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

## **1. BASIC RISKS:**

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

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

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

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

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

**1.3 Risk of Wider Spreads:**

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

**1.4 Risk-reducing orders:**

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

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

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

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

**1.5 Risk of News Announcements:**

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

**1.6 Risk of Rumors:**

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

**1.7 System Risk:**

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

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

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

**1.8 System / Network Congestion:**

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

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

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

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

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

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

**2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

**2.3 Risk of Option holders:**

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

**2.4 Risks of Option Writers:**

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

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

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

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

### **4. GENERAL**

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

**Mandatory Document :** This is a mandatory / compulsory document from Broker and requires your utmost care, attention and understanding. This is an additional requirement from Broker which if contravenes any rules, regulations, articles, byelaws, circulars, directives and guidelines of SEBI and Exchanges shall be null and void. [Refer SEBI Circular No. MIRSD/SE/Cir-19/2009 dated 03.12.2009]

### 1. Policy for Penny Stock :

A stock that trades at a relatively low price and market capitalization. These types of stocks 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. Generally, the Broker refuses to enter any order of clients for penny stocks.

The client is required to adhere to exchange / members' guidelines and due diligence while trading in such scrips. Even trading in such scrips is very risky. As such, we the broker, do hereby warn the client not to deal in any penny stocks. However, Broker at its sole discretion, may allow or disallow the clients (on case to case basis) to deal in penny stocks, subject to rules, regulations, articles, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances, at related point of time. The exposure limit in such scrips shall vary from client to client subject to RMS Policy of Broker and prevalent market condition from time to time without prior notice.

### 2. 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 any 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.

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.

### 3. Applicable brokerage rate :-

The Broker discloses that it shall charge a brokerage at the rate being agreed by the client with Broker (including its branches or sub-brokers) depending upon market circumstances or as may be prescribed in KYC document / Back office Software. However, the Broker shall adhere to the maximum permissible limit (presently not to exceed 2.5 % ) as may be prescribed by SEBI / Exchanges from time to time. On option segment of Exchange, it is hereby disclosed that brokerage shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

### 4. 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 18% per annum. However, the client discloses that he/she/it is aware and specifically agree that this is just an additional / ad-hoc facility and shall not be construed / resulted into permanent practice leading to funding by broker in contravention of applicable laws. 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.

**5. 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 :**

- a) The Client also agree and confirm that in case of any delay (beyond permissible time limit as per SEBI's or Exchange's rules, regulations, byelaws, circulars and other applicable laws / provisions) or in-ordinate delay in making the payment or clearance of or meeting up of any obligations, dues, debit balances, margin, MTOM debit balance etc. by client, then client's open positions might be squared-off, credit balances of securities or securities lying with Broker might be sold off, credit balance of funds might be adjusted against client's obligation, debit balances or liabilities WITHOUT ANY NOTICE from Broker as per prevalent RMS policy from time to time. This right of stock broker is without prejudice of other rights of stock brokers(Including the right to refer the matter to arbitration).
- b) 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.
- c) 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.
- d) 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.
- e) 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).

**6. 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 major 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.
- c) In cases of securities having corporate actions all cases of short delivery of cum transactions which can not be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
- d) In the case of funds default by the client, the member shall be liquidating the stocks to recover the money. Any shortfall arising out of liquidating securities by the members shall also be recovered from the defaulting client along with interest (decided by the member from time to time).

**7. Restrictions/Prohibition to take further position or closing existing position:**

Under any of the circumstances, such as, client's failure to meet pay-in or margin obligations or clearance of outstanding/debit balance with broker before permissible time limit or beyond such period as may be allowed by broker as per its RMS policy, the Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. Even, broker can firstly set-off or adjust the payment or securities towards various dues and obligation of the client and until the full clearance of the same, shall not allow the client to take further / fresh position.

Further, it would be the duty of the client to monitor his/her/its position with the Broker from time to time. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, broker might close the existing position or open position WITHOUT ANY FURTHER INTIMATION to the client as per RMS policy.

**Such Circumstances may include (but not limited to):**

- (i) Failure to meet pay-in obligation on T+1 day,
- (ii) Delay in meeting the pay-in or margin requirement,
- (iii) Delay or failure in clearance of outstanding or dues to the broker,
- (iv) Returning or frequent returning of cheques of the client,
- (v) Unnecessary/ Unwarranted dispute from client without any substantial cause / reason,
- (vi) Client's attitude of not coming to the amicable settlement for any dispute that can be settled without involvement of Exchange and /or SEBI,
- (vii) As per prevalent RMS policy of the Broker,
- (viii) Any direction from SEBI/Exchange or such other authorities.
- (ix) Under such other circumstances as the Broker might think just and proper on case to case basis.

**8. Suspension / Deregistering of Client Account :**

The Broker and / or client may suspend Client's Trading Account from further dealing in the securities market through the broker in following circumstances:

- (a) as per Client's prior written request of at least 3 working days submitted to Broker at its H.O. duly acknowledged by Broker (subject to clearance of entire outstanding/ obligations),
- (b) Dormant or in-active status of client account beyond specified time limit as may be prescribed by Broker.
- (c) Under any circumstances mentioned in (i) to (ix) above.

**9. Re-activation of Temporarily suspended Client Account. :**

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.

**10. Re-activation of already closed Client Account. :**

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

**11. 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 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;
- (ix) 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;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) 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;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

**12. Policy for Dormant / In-active account:**

As per Broker's RMS policy, the account in which no transactions has took place during the period of not less than 60 months from the date of last transaction, the same shall be considered as Dormant / In-active account. Such transaction date may relate to any of the following date, which ever is later:

- (a) Entry related to contract or bill generation for buy/sell transaction or
- (b) Entry related to payment of funds or securities by client or

- (c) Entry passed by the broker by way of JV due to any dues/obligation recoverable from client including but not limited to auction charges, any penalty amount whether or not imposed by Exchange or SEBI or other authorities etc.

To designate the client's account as Dormant / In- active account, the period of 60 months shall be counted from the last day of respective month in which any of the aforesaid last transaction took place. In case Broker treats the account of client as a dormant / in-active account, the funds or securities lying with the broker shall be refunded / returned to clients immediately on demand by the client. In order to reactive the account, client needs to instruct the Broker in writing at least 3 working days in advance at its Baroda H.O. The Broker will try to promptly reactivate the said account subject to fulfillment of such conditions as Broker may consider fit and proper. Such written request may also be sent by Client himself to compliance department thru Fax on- 0265-2361450 or e-mail on info@fortunefiscal.com from clients own e-mail account registered with Broker. However, Broker may in its own discretion, waive / reduce the period of 3 working days as the circumstances may warrant on case to case basis.

**13. Client Acceptance of Policies and Procedures stated hereinabove:**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through any one or more means or methods. I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever . These Policies and Procedures shall always be read always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

**BEFORE YOU BEGIN TO TRADE**

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

**TRANSACTIONS AND SETTLEMENTS**

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

**IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

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

such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

### **DISPUTES / COMPLAINTS**

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

## **STANDARD TARIFF SHEET**

(Details of brokerage and charges levied on client)

### **A BSE / NSE Cash Segment:**

<b>Brokerage &amp; Charges</b>	<b>Min</b>	<b>Percentage (%)</b>	<b>Particulars</b>
* Brokerage - Delivery			
* Brokerage - Jobbing			
* Min Brokerage	30.00	----	Per settlement per segment
T O Charges		0.010	On each scrip on higher side
Service Tax		10.30	On brokerage
STT - Delivery		0.125	On sell / buy of scrip
STT - Jobbing		0.025	On selling side
Stamp Duty - Delivery		0.010	On sell / buy of scrip
Stamp Duty - Jobbing		0.002	On sell / buy of scrip
Contract Charges	1.00	----	Per Segment per day
Demat charges			

(\* to be provided by the respective sub-broker)

### **B BSE / NSE F & O Segment:**

<b>Brokerage &amp; Charges</b>	<b>Min</b>	<b>Percentage (%)</b>	<b>Particulars</b>
* Brokerage - Jobbing			
On Futures			
On Option			
T O Charges for Future		0.002	On turnover
T O Charges for Option		0.050	On premium
Service Tax		10.30	On brokerage
STT - Delivery		0.017	On sside
SEBI TO Fees		0.0002	On Turnover and closeout
Stamp Duty		0.002	
TGF		0.00025	On Turnover
Admin Charges		0.00275	On Turnover

(\* to be provided by the respective sub-broker)

# Running Account Authorization

Voluntary

To:  
FORTUNE FISCAL LIMITED  
208, Bluechip Complex, Sayajigunj,  
Vadodara - 390005.

## Sub :- Running Account Authorization.

I/We do have thoroughly read and understood that this is a Voluntary Document and can revoke any clause of it at any point of time by giving advance written notice of 15 days and accordingly consent for the following:

- (1) About Voluntary Document: I/We do hereby declare and confirm that I/We have thoroughly read and understood the voluntary document attached to KYC form and do accord consent for the same.
- (2) About Running Account Authorization: I/We do hereby declare and confirm that my/our account is to be maintained in Running Account mode as voluntarily agreed in Voluntary Document. I/We also specifically understand and agree that:
  - (a) This is only a voluntary authorization that may be revoked by me at any time.
  - (b) This authorization is signed by me/us only and not by my/our authorized person/POA holder.
  - (c) This authorization is required to be renewed at least once in a year. As such, I/We will renew the same on financial year basis, if I/We desire.
  - (d) For my/our outstanding obligation / balance on the settlement date, you may retain the requisite securities / funds towards such obligations and may also retain the funds expected to be required to meet margin or other obligations for next 5 trading days (or till I/We clear the same entirely), calculated in the manner specified by the exchanges or at the discretion of Broker.
  - (e) Kindly settle my account for funds and/or securities at { } quarterly OR { } monthly settlement basis (if client do not select the check box, Default answer would be considered as QUARTERLY).
  - (f) I/we are here confirming that it is my/our responsibility to bring to your notice any dispute from my/our end, arising from statement of account or settlement. The same should be provided in writing by me/us within 7 days of receipt of funds/securities /statement as the case may be.
  - (g) I/We here confirming that the condition of periodic settlement of running account may not be necessarily applicable on me if I/we lie under below mentioned category of clients and it is only done at the discretion of Broker:
    - (i) For the clients availing any margin trading facility as per SEBI circular.
    - (ii) For funds received from clients towards collaterals / margin in form of Bank Guarantee(BG), Fixed Deposit Receipts (FDR).
  - (h) In case of my/our request / demand, you shall transfer the funds/securities within 1 working day of the request if the same are lying with you or within 3 working days of the request if the same are lying with Clearing Member/Clearing Corporation.
    - (i) There shall not be any inter-client adjustments for the purpose of settlement of my/our running account.
- (3) About Electronic Contract Notes etc.: I/We do hereby declare and confirm to receive ECN, statement of accounts, daily margin statement and such other record / information/notice etc. to my / our E-mail Account as mentioned in my KYC. In case of any change, I/We shall communicate in writing through letter to you about the same. If I/We are availing Internet trading facility than the change in Email ID will be communicated through secured access by way of my/our specific user id and password.

Thanking you,

Yours Truly,



Signature of Client)  
Name of Client :

Date :

# LETTER OF AUTHORITY / DECLARATION

To:  
FORTUNE FISCAL LIMITED  
208, Bluechip Complex, Sayajigunj,  
Vadodara - 390005.

Voluntary

Dear Sir,

## Sub: Letter of Authorities and Variuos Declarations.

### **[A] LETTER OF AUTHORITY – CASH / F & O SEGMENT OF NSE / BSE**

I/We are dealing in securities with you at NSE / BSE in Cash, F & O Segment and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We 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/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner for giving the same as margin to the Stock Exchange or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirement
5. I/We request you to retain Securities in your Demat account for my / our margin / future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.
8. I/We request that you may send/despatch me/us contract notes other documents through E-mail on my/our designated e-mail address mentioned in KYC. We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e- mail to me/us and will not dispute the same.
9. I/We will inform you the change my / our E-mail, if any, in future either by regd. post or through a digitally signed e-mail.
10. I/We authroize Mr./Ms. \_\_\_\_\_ to deal / transact on my/our behalf and to place order, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my/our behalf which I/we can do and I/we the undersigned to hereby agree and declare and confirm that all the acts, and things done by him/her or his/her substitutes shall be my/our acts, deed and things validity done by me/us to all intents and purposes.
11. 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. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of 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 note processing buy or sell Orders either in part or in ful.I. I/ We agree that I/ We shall be fully liable and responsible for any such problems / fault .

12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
15. All fines / penalties and changes levied upon you due to my acts/deeds or transactions may be recovered by you from my account/
16. I/We have a Trading As well as depository relationship with FORTUNE FISCAL LIMITED. Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

## **[B] ELECTRONIC CONTRACT NOTES**

Letter of Authority to Issue of Digital Contract Notes, Bills, Account Statements and Periodic Reports.

I/We have been regularly trading and investing, or plan to do so, with you at The NSE (Cash & F&O Segment) and BSE (Cash Segment) to facilitate ease of operation, I/we request and authorize you as under:

I/We hereby agrees to receive the contract notes, bills ledgers, transaction statements, reports, letter, circulars, notices, etc. in electronic form through email Id provided by me from the FORTUNE FISCAL LIMITED.

I/We hereby agree to complete the necessary formalities that are required to be completed with regard to provisions of the Information Technology Act, 2000 and as per the SEBI's circular no. MRD/Dop/SE/Cir-20/2005 dated September 08, 2005 & the procedure prescribed for receiving the e-contract notes from the stock broker in the respect of the trades / transactions done through the terminal of the stock Broker.

I/We hereby confirm that my designated Email ID is as per KYC, and I/We authorised FORTUNE FISCAL LIMITED to send the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notice etc. from time to time to me/us through the software installed at their end and I/We also ensure that I/We will initially download Signature Verifier Utility or any other software as may be advised by you from time to time on my/our computer and same shall be used for receiving , viewing , storing the e-contract notes ,bills ,ledgers, transaction statements , reports , letters ,circulars , notices etc. that shall be sent by you from time to time in respect of the trades / transactions /transfer of securities that have been executed by me/us through yours terminal.

I/We hereby agree to take the responsibility to retrieve and retain the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notice etc. in electronic form through above mentioned e-mail ID. FORTUNE FISCAL LIMITED to forward the second / duplicate copy of e-contract notes, bills, ledgers will also provide transaction statements, reports, letters, circulars, notice etc. in respect of the relevant period on the abovementioned email Id only on the written request given by me/us for the same.

I/We hereby agree to use the password /Digital signature password for viewing, retrieving the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. sent to me/us from time to time through the signature verifier utility provided by FORTUNE FISCAL LIMITED I/We acknowledge that the service may require me/us to use a password / Digital signature Password and the email account and I/We will be responsible for the confidentiality and proper use of the same at all the times.

I/We hereby agree that the e-contract notes, bills, ledger, transaction statements, reports, letters, circular notices etc. in cash and/or derivatives segments of BSE/NSE that are sent from time to time to my/our email Id duly digitally signed and encrypted as attachment or otherwise shall be deemed to have been delivered to me/us in event of non receipt of bounced mail notification by the FORTUNE FISCAL LIMITED through email id .Further, I/We hereby agree that if no queries are raised in respect of trades / transactions or transfer of securities that are appearing in the e- contract notes, bills, ledger, transaction statements, reports, letters, circular notices etc. issued to us from time to time by FORTUNE FISCAL LIMITED and they shall not be responsible for any non-delivery and it shall presume that the aforesaid documents are in order.

I/We further confirm that I/we am/are regularly verifying/checking the abovementioned account of e-mail ID and the same is my/our authorized e-mail ID for all purposes and in case of any change in the e-mail ID I/we will immediately inform in written to FORTUNE FISCAL LIMITED for any such change and in that event they shall not be responsible for any non delivery of aforesaid documents.

## **[C] DECLARATION / AUTHORISATION**

This has reference to my/our captioned trading account with you. I/We hereby agree/request and authorise you as under:

### 1. PAYOUT OF SECURITIES / FUNDS:

In order to facilitate operations and for my/our convenience, I/We hereby request and authorise you to maintain a running account i.e. across the different Stock Exchange/s and segments with you, instead of settlement to settlement clearance of funds / securities due to me/us. The pay out of funds / securities may be retained by you. No interest shall be payable by you on such securities / funds so retained. I/We agree that you shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities / funds under this authorisation or otherwise. On written request from me/us you may release the funds / securities to me/us, if sufficient margins in respect of my/our trading, across the stock exchange(s) and across the segments of the stock exchange(s) are available with you.

### 2. ORAL INSTRUCTIONS:

You are requested to kindly accept our verbal instruction to place, modify and cancel the orders on telephone or orally during my / our visit to your office and not insist for the same in writing. I undertake that all the orders placed by me / us with you will be on my / our own account and not on behalf of my/our clients.

### 3. TAPE RECORDING OF CONVERSATION:

I/We agree that you may tape-record the conversations between me / us and / or my/our representative and you, either personally or over the telephone, and hereby specifically permit you to do so. You may rely upon such recordings as and when required to resolve disputes, if any, in connection with the trading transactions.

### 4. CONSOLIDATED CONTRACT NOTE:

I/We hereby request and authorize you, for my/our convenience, to issue consolidated contract notes with weighted average price of all the trades executed for a single order.

### 5. PENALTY ON DELAYED PAYMENTS:

In the event that any amount is overdue from me towards trading either in the cash or derivative segments or on account of any other reason to you. I/We shall be charged delayed payment charges at the rate of 18% per annum or such other rate as may be determined by you. I/We hereby authorize you to directly debit the same to my/our account at the end of each month.

### 6. DEPOSITORY CHARGES:

I/We also authorize you to debit charges for depository services to the trading account. I/We also further authorized you to debit my/our above mentioned trading account of any exchange / segment by depository charge for depository services provided by you.

### 7. GENERAL LIEN:

All monies, securities or other property which you may hold on my/our account shall be held subject to a general lien for the discharge of my/our obligations to you. I/We authorize you to sell or close out any part or all of the derivative contracts held in my/our account with you, if you at your sole discretion may deem it necessary for meeting my/our obligations. Any or all such incidental expenses incurred by you in this connection shall be reimbursed by me/us.

You are entitled to consider any sum or money or security lying to the credit of my/our credit as margin received.

### 8. CLEAR TITLE:

I/We warrant that all or any securities deposited by me/us with you in respect of margin requirements or otherwise, shall be owned by me/us and that the title thereof shall be clear and free of encumbrances.

The securities sold through you on my/our account shall be only those belonging to me/us as legal, rightful and beneficial owner/s. I/We take full responsibility of any dispute regarding the title of the securities sold through you and state that I/We shall deal only in those securities that would be rightly owned by me / us.

I/We agree to immediately furnish information to you in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree is passed against me / us any garnishee order has been served upon me / us in respect of my / our obligations by a bank or decree or award is passed against me/us or if any litigation which may have material bearing on my / our financial/legal capacity has been filed against me/us.

I/We confirm and undertake that none of the monies paid to or deposited by me / us with you is or shall be tainted with any form of illegality.

### 9. INFORMATION UPDATION:

I/We agrees to provide and continue to provide all details and request updated information about myself / ourselves as may be required by you including but not restricted to PAN number and state that all the details and facts represented by me / us to you are true.

### 10. RESPONSIBILITY FOR INVESTMENTS:

I/We acknowledge that you shall not be liable to provide me / us with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

I/We also acknowledge that your employees are not authorized to give any such advice and that I/we will not solicit or rely upon any such advice from you or any of your employees.

I/We agree that in the event of your or any of your employees or officials providing any information, recommendation or advice to me / us, I/We may act upon the same at my/our sole risk and cost, and you shall not be liable or responsible for the same.

I/We assume full responsibility with respect to my / our investment decisions and transactions. You, your officers, directors, partners, employees, agents and affiliates shall have no liability with respect to any of my/our investment decisions or transactions.

#### 11. COMPLIANCE WITH LAWS (FOR NRIs):

I/We, being Non-Resident Indian (NRI) client, I/We agree to abide by Foreign Exchange Management Act and Rules and Regulations issued thereunder and comply with the guidelines, procedures and requirements stipulated in any and all circulars, notifications or directives issued by the Reserve Bank of India or any Government department or agency or regulatory authority in respect to NRI Investments in India from time to time. I/We further agree as under:

- a) All my transactions/deposit/payment will be routed only through my designated bank account with a designated bank for investments under the Portfolio Investment Scheme, details where of are given in KYC form. If any change will be informed and update to FFL separately.
- b) My aforesaid Designated Bank will deduct all applicable Taxes at source.
- c) I shall purchase /sell the securities on Repatriation / Non-repatriation basis through my NRE / NRO account. d) I shall deal in securities only on Delivery basis in Capital / Cash Segment of Stock Market.
- e) I shall ensure that the paid-up value of shares of any Indian Company purchased by me does not exceed 5 per cent of the paid-up value of shares issued by the Company or such other limit as may from time to time be specified by GOI/RBI/SEBI or any other regulatory authority.
- f) I have submitted a copy of my passport, RBI permission under Portfolio Investment Scheme (PIS) and letter from the Designated Bank giving my NRE / NRO Bank Account particulars, along with the Client Registration Form and Agreement.

#### 12. ERROR REPORTING:

I/We shall bring into your notice any errors / differences / discrepancies (including execution prices, scrips or quantities) in writing or by an electronic mail or fax within 24 hours of receipt of such contract note, bill or within 7 days in case of such statement of funds and / or securities or any communication from you.

In all cases you have right to reject or accept my / our objection. You shall not be responsible for any losses suffered by me / us on account of any late reports, statements or any errors in the report / statements computed by or received.

#### 13. INDEMNIFICATION:

I/We shall indemnify and keep you indemnified, saved, defended and harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to you directly or indirectly, owing to bad delivery of shares / securities and / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through me / us during the course of my our dealings / operations on the Stock Exchange(s).

#### 14. NON-WAIVER :

No failure or delay by you to exercise any right, power or privilege hereunder shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude you from further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

#### 15. NOTICES:

Any communication sent by you to me/us shall be deemed to have been properly delivered or served, even if such communication is returned to you as unclaimed / refused / undelivered, if the same is sent to my / our ordinary business address and / or ordinary place of residence and / or last known address, in any one or more of the usual modes of despatch used by you.

I/We dispense with the requirement of your sending any communication in physical form. Any communication sent by you in electronic form to my/our known e-mail address shall be binding on me/us.

#### 16. DEFAULT AND CONSEQUENCES THEREOF:

I/We agree that I/We shall be deemed to have defaulted the terms of this undertaking in circumstances including but not restricted to the following:

- a) any delay in payment of margins, charges of delivery in respect of my/our trading account for transactions executed on my/our behalf.
- b) any contravention of the terms contained in this undertaking.
- c) any misrepresentation or false statement or omission, or misleading information supplied by me/us to you.

## 17. FURTHER DOCUMENTATION

I/We agree to complete any further documentation that may be required in relation to any of the securities dealings or by any of the regulatory authorities or under the policies as may be notified from time to time under any law, regulation, guideline, rule, bye law, order or other edict having the force of law.

I/We do have thoroughly read and understood that this is a Voluntary Document and can revoke any clause of it at any point of time and accordingly consent for the same.

I/We request you to kindly accept this letter and do the needful

### [D] AUTHORITY TO DEBIT DEMAT ACCOUNT OPERATING CHARGES

Beneficiary Client ID	
Trading Account Code	

This is to inform FORTUNE FISCAL LIMITED that,

1. I/We have a beneficiary account with FORTUNE FISCAL LIMITED (DP) with Client ID as mentioned above.
2. Further I/We have a trading account with FORTUNE FISCAL LIMITED (trading code as mentioned above) for investment and trading purpose.
3. I/We find it extremely inconvenient to give cheques against your depository bills.

With respect to the above-mentioned subject and consideration, I hereby authorize you to debit the trading account maintained with FORTUNE FISCAL LIMITED for the debit charges payable to FORTUNE FISCAL LIMITED as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.

4. I/We authorize you charge Demat Delivery Charges for shares lying in your pool account against my transactions to wards Sell.

### [E] ADJUSTMENT IN DIFFERENT SEGMENTS AND EXCHANGES

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/we have executed / desire to execute an agreement with M/s. FORTUNE FISCAL LIMITED for trading on the National Stock Exchange of India Limited (NSE), The Stock Exchange, Mumbai (BSE) and/or any other Exchange in cash and derivative segment.

I/We hereby request you to treat the agreement between ourselves and the agreement entered / to be entered by me / us with M/s FORTUNE FISCAL LIMITED as co-extensive and hereby authorize you to transfer, make adjustments and / or to set off a part or whole of the securities placed as margin and / or any surplus funds in any of my account / (s) maintained with you against the outstanding dues payable if any, by me / us in any of my / our account / (s) maintained with M/s. FORTUNE FISCAL LIMITED or vice versa. You and / or M/s. FORTUNE FISCAL LIMITED shall have right of lien on the credit balance in any of my / our accounts irrespective of whether it is maintained with you or M/s. FORTUNE FISCAL LIMITED. Any entries passed by you in accordance with this authorization shall be binding on me / us.

### [F] DECLARATION FOR MOBILE NO.

I \_\_\_\_\_ having PAN No. \_\_\_\_\_ do hereby declare that my mobile no. is \_\_\_\_\_. Further, I authorize FORTUNE FISCAL LTD that the same may be used for giving me any information / alert / SMS / call.

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



**10**  
**(Signature of Client)**

**Name of Client :**

**Date :**