

**ACCOUNT OPENING KIT
INDEX OF DOCUMENTS**

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Name of stock broker :			
SEBI Registration No. and date:		CRESCENT FINSTOCK LIMITED Clg. No..(BSE) 0186, Sebi Regd. No..INB011092831	
Broker Registered office address:		Registered Office : A/12, Snehkunj CHS; Residential Plot No. 374, Kopartli Road, GIDC, VAPI, GUJARAT - 396195 Tel. No. 61309153	
Compliance officer, Phone No. & email:		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> COMPLIANCE OFFICER : CHANDRAMOHAN G. JAKHMOLA </div> TD. No. 61309153	
For any grievance/dispute please contact : 61309153 at the above address or investor/grievances email id- invgrievance_cfl@yahoo.in and Phone No.			
In case not satisfied with the response, please contact the • BSE at: is@bseindia.com , Phone No.:022-22728097, Fax No.:022-22723677 • NSE at ignse@nse.co.in and Phone No. 022-26598190. Fax : 022-26598191			
• MCX-SX at: investorcomplain@mcx-sx.com Phone No. 022-67319000.			

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

MANDATORY

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. Exemptions/clarifications to PAN

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

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

C. 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.

CHECK LIST FOR FILLING KYC FORM**MANDATORY**

(Please tick against documents provided)

A. 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.

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

E. 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.

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.

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below: (Please tick against documents provided) **MANDATORY**

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

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 authorizes to deal in securities on behalf of company/firm/others and their specimen signatures.

For Individuals

ANNEXURE - 2
KNOW YOUR CLIENT (KYC) APPLICATION FORM

MANDATORY

Please affix your
recent passport
size photograph
and sign across it

Please fill this form in **ENGLISH** and in **BLOCK LETTERS**.

A. IDENTITY DETAILS

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

B. ADDRESS DETAILS

1. Address for correspondence:			
City/town/village:			
Pin Code:			
State:			
Country:			
2. Contact Details:		Tel. (Off.)	Tel. (Res.)
Mobile No.:		Fax:	Email id:
3. Specify the proof of address submitted for correspondence address:			
4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant):			
City/town/village:		Pin Code:	
State:		Country:	

5. Specify the proof of address submitted for permanent address:

C. OTHER DETAILS

1. **Gross Annual Income Details (please specify):**
Income Range per annum:

Below Rs 1 Lac ☐ 1-5 Lac ☐ 5-10 Lac ☐ 10-25 Lac ☐ 25 Lacs or
Net-worth as on (date)..... (.....)
(Net worth should not be older than 1 year)

2. **Occupation (please tick any one and give brief details):**

☐ Private Sector ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional
☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student ☐ Others

3. **Please tick, if applicable:**

☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (PEP)

4. **Any other information:**

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.



Signature of the Applicant

Date:

FOR OFFICE USE ONLY

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

For

Signature / the Authorised Signatory

Date:

MANDATORY

Please affix your recent passport size photograph and sign across it

Please fill this form in **ENGLISH** and in **BLOCK LETTERS**.

A. IDENTITY DETAILS

1. Name of the Applicant:			
2. Date of incorporation:	(dd/mm/yyyy)	Place of incorporation	
3. Date of commencement of business:		(dd/mm/yyyy)	
4. a. PAN:		b. Registration No. (e.g. CIN):	
5. Status (please tick any one):			
<input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non-Government Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (please specify)			

B. ADDRESS DETAILS

1. Address for correspondence:			
City/town/village:		Pin Code:	
State:		Country:	
2. Contact Details:	Tel. (Off.)		Tel. (Res.)
Mobile No.:		Fax:	
		Email id:	
3. Specify the proof of address submitted for correspondence address:			
4. Registered Address (if different from above or):			
City/town/village:		Pin Code:	
State:		Country:	

5. Specify the proof of address submitted for registered address:	
C. OTHER DETAILS	
1. Gross Annual Income Details (please specify): Income Range per annum:	Below: Rs. 1 Lac/1-5 Lac/5-10 Lac/10-25 Lac/25 Lacs-1 crore/> 1 crore
2. Net-worth as on (date)..... (.....) (*Net worth should not be older than 1 year)	
3. Name :	
PAN	
Residential address and photographs of Promoters / Partners/ Karta/Trustees and whole time directors:	
4. DIN/UID of Promoters/Partners/Karta and whole time directors:	
5. Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/ whole time directors: <input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)	
6. Any other information:	

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.

Name & Signature / Authorised Signatory
Date:

FOR OFFICE USE ONLY

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

For
Signature / the Authorised Signatory
Date:

ANNEXURE

(ENCLOSED TO THE APPLICATION FORM OF M/S. _____)

PERSONAL DETAILS OF ALL DIRECTORS / PARTNERS / CO-PARCENERS / AUTHORISED PERSONS

Full Name		
Designation		
Residential Address		Please affix your recent Passport Size PHOTOGRAPH & sign across
Date of Birth		
Qualification		
Income Tax No.		

Full Name		
Designation		
Residential Address		Please affix your recent Passport Size PHOTOGRAPH & sign across
Date of Birth		
Qualification		
Income Tax No.		

Full Name		
Designation		
Residential Address		Please affix your recent Passport Size PHOTOGRAPH & sign across
Date of Birth		
Qualification		
Income Tax No.		

Full Name		
Designation		
Residential Address		Please affix your recent Passport Size PHOTOGRAPH & sign across
Date of Birth		
Qualification		
Income Tax No.		

Note : If the space given above is not sufficient xerox copy of this Annexure can be used for additional entries.

ANNEXURE - 3
TRADING ACCOUNT RELATED DETAILS

MANDATORY

For Individuals & Non-individuals

A. BANK ACCOUNT(S) DETAILS		
Bank Name		
Branch address		
Bank account no.		Account Type: Saving/Current/Others In case of NRI/NRE/NRO
MICR number		
IFSC code		

Please provide Cancelled Cheque leaf for MICR & IFSC Code

B. DEPOSITORY ACCOUNT(S) DETAILS		
Depository Participant Name		
Depository Name (NSDL/CDSL)		
Beneficiary Name		
DP ID		Beneficiary ID (BO ID)

C. TRADING PREFERENCES (*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.)

Exchanges			Segments	
National Stock Exchange	Cash		Currency Derivative	
	F&O		Name of other Segments, if any	
Name of the Exchange -2	Name of the Segments -1			
	Name of the Segments -2			

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

D. PAST ACTIONS

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

.....
.....
.....
.....
.....

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

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

Sub-broker's Name :			
Registered office Address			
SEBI Registration No.:			
Phone		Fax	Website

MANDATORY
Individuals

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

Stock broker's Name :

Name of Sub-Broker, if any:

Client Code Exchange

ent/Others

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

F. ADDITIONAL DETAILS

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

Specify your Email id, if applicable:

• Whether you wish to avail of the facility of internet trading/wireless technology (please specify):

• Number of years of Investment/Trading Experience:

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

• Any other information :

G. INTRODUCER DETAILS (optional)

Name of the Introducer: Surname Name Middle Name

Status of the Introducer: ☐ Sub-broker ☐ Remisier ☐ Authorized Person ☐ Existing Client ☐ Others (please specify) Signature

H. NOMINATION DETAILS (for individuals only)

☐ I/We wish to nominate ☐ I/We do not wish to nominate

Name of the Nominee

Relationship with the Nominee

PAN of Nominee Date of Birth of Nominee

Address and Phone No. of the Nominee

If Nominee is a minor, details of guardian:

Name of guardian

Address and Phone No. of Guardian


Signature of guardian

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

Name		Name	
Signature		Signature	
Address		Address	

DECLARATION

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

Place		
Date		(.....) Signature of Client/(all) Authorized Signatory(ies)

INSTRUCTIONS/ CHECK LIST

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

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

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

FOR OFFICE USE ONLY

UCC Code allotted to the Client:

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

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

For



Authorised Signatory

Date:

Seal/Stamp of the stock broker

TARIFF SHEET
BROKERAGE TABLE - EQUITY SEGMENT

MANDATORY

TYPE	Brokerage %	Brokerage Min per Share	Service Tax	STT	Stamping	BSE Charges	Clearing Member Charges	SEBI Fees
TRADING ONE SIDE	1		✓	✓	✓	✓	✓	✓
	2							
	3							
TRADING / OTHER SIDE DAILY SQ. OFF	1		✓	✓	✓	✓	✓	✓
	2							
	3							
DELIVERY	1		✓	✓	✓	✓	✓	✓
	2							
	3							

TARIFF SHEET
BROKERAGE TABLE - EQUITY SEGMENT

TYPE	Brokerage %	Brokerage Min per Share	Service Tax	STT	Stamping	NSE Charges	Clearing Member Charges	SEBI Fees
FUTURE ONE SIDE	1		✓	✓	✓	✓	✓	✓
	2							
	3							
FUTURE DAILY SQ. OFF	1		✓	✓	✓	✓	✓	✓
	2							
	3							
OPTIONS (PER LOT)	1		✓	✓	✓	✓	✓	✓
	2							
	3							

- The above rates are exclusive of transaction charge, Stamp Duty, Securities Transaction Tax, Service Tax, Sebi Fees, Cm Charges & Other Applicable Charges which will be charged extra at the rate prevailing from time to time
- The General rates as mentioned here shall be applied unless the special rates as may be agreed by the sub-broker/Authorised Person/Introducer and client and the same are mentioned here.



Signature of Client

Signature of Sub-Broker/
Authorised Person/Introducer

Signature of Broker

BSE at: is@bseindia.com , Phone No. 022-22728097, Fax : 022-22723677
NSE at: ignse@nse.co.in and Phone No. 022-26598190, Fax : 022-26598191
MCX-SX at: investorcomplain@mcx-sx.com Phone No. 022-67319000 Extn.: 9426

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

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo motu all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result therefrom. The client shall note that transfer of funds/securities in favour of a Nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-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 hereof to the Stock broker.

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

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

ELECTRONIC CONTRACT NOTES (ECN)

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

38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable 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 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 Stock Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

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

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

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

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

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

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

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