

# CLIENT REGISTRATION FORM



## AUM CAPITAL

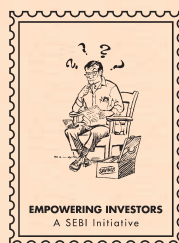
YOUR TRUST IS OUR WEALTH

**Regd. Office:** 5, Lower Rawdon Street, "Akashdeep", 1st Floor, Kolkata 700 020

**Head Office:** Unit 6, Trinity Building, 226/1, A.J.C. Bose Road, Kolkata 700 020

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Email: [helpdesk@aumcap.com](mailto:helpdesk@aumcap.com) Website: [www.aumcap.com](http://www.aumcap.com)



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

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

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

Introducer : \_\_\_\_\_

## AUM CAPITAL MARKET PRIVATE LIMITED

**REGD.OFFICE:** "Akashdeep", 1st Floor, 5. Lower Rawdon Street Kolkata-700 020  
Phone : 24861040/41/42/43 • E-mail : [helpdesk@aumcap.com](mailto:helpdesk@aumcap.com) • Website : [www.aumcap.com](http://www.aumcap.com)

### Member :

#### **National Stock Exchange of India Ltd.**

SEBI Regn. Nos. INB 231276438 (Cash Segment) – 12/10/2006  
INF 231276438 (Derivatives Segment) – 12/10/2006  
INE 231276438 (Currency Derivatives Segment) - 02/04/2009

#### **Bombay Stock Exchange Ltd.**

SEBI Regn. Nos. INB 011276434 (Cash Segment)- 08/05/2007  
INF 011276434 (Derivatives Segment) – 23/05/2008  
Currency Derivatives Segment by BSE

#### **Metropolitan Stock Exchange of India Limited**

SEBI Regn Nos. INE 261276438 (Currency Derivative Segment) -30/09/2008

#### **Central Depository Services (I) Ltd**

DP ID No. 12057800  
SEBI Regn Nos. IN-DP-CDSL-479-2008 – 25/07/2008

### Director's Name :

Mr. Aditya Vikram Choudhary  
Phone No : 033- 3058 3823 • Email Id : [aditya.choudhary@aumcap.com](mailto:aditya.choudhary@aumcap.com)

### Compliance Officer's Name :

Mr. Chandra Kumar Jain  
Phone No : 033- 3058 8471 • Email Id : [ck.jain@aumcap.com](mailto:ck.jain@aumcap.com)

### CLEARING MEMBER

#### **IL&FS Securities Services Ltd**

"IL&FS House" Raheja Vihar Plot no 14 Andher East Mumbai 400072  
SEBI Regn. No. INF 231133630 (NSE, F&O) dated 02.06.2000  
INF 011133834 (BSE, F&O) dated 02.06.2000  
INE 231308334 (NSE, CD) dated 25.08.2008  
INE 261313337 (MSEI, CD) dated 29.09.2008

For any grievance / dispute please contact us at the above address or email us at Investor Grievance Email Id [helpdesk@aumcap.com](mailto:helpdesk@aumcap.com) or call us at 033- 3058 8471.

In case not satisfied with the response please contact the concerned exchange(s):

Name of the Exchange	E-mail Id	Phone No.
National Stock Exchange of India Ltd.	<a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>	022 - 2659 8190 / 91
Bombay Stock Exchange Ltd	<a href="mailto:is@bseindia.com">is@bseindia.com</a>	022 - 2272 1233 / 8517 / 8097
Metropolitan Stock Exchange of India Ltd.	<a href="mailto:investorcomplaints@msei.in">investorcomplaints@msei.in</a>	022 - 6112 9000 (Extn. 9028)

**FRONT INSIDE**

# ACCOUNT OPENING KIT INDEX

## MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

Sl. No.	Name of Document	Brief Significance of the Document	Page No.
1	<b>Account Opening Form</b>	A. KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list	2-10
2	<b>Rights and Obligations</b>	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).	11-15
3	<b>Risk Disclosure Document (RDD)</b>	Document detailing risks associated with dealing in the securities market	16-18
4	<b>Guidance Note</b>	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	19-20
5	<b>Policies and Procedures</b>	Document describing significant policies and procedures of the stock broker.	21-23
6	<b>Tariff sheet</b>	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	24

## VOLUNTARY DOCUMENTS

7	<b>Running Account Authorisation</b>	Maintenance of Running Account	25
8	<b>Undertaking by client</b>	Contains non mandatory policies, procedures and rules to be acknowledged and followed by the client with respect to exposures, margins and other areas of operations during the course of relationship with ACMPL	26
9	<b>Mandate by client for digital communication</b>	Client consent letter for receiving Contract Note, Statement of Accounts, etc. by email	27
10	<b>Declaration for Mobile No.</b>	To receive alerts and other information	28
11	<b>Order Placement Instruction</b>	Client authorization for executing the client orders received over phone / verbal orders	28
12	<b>Declaration pursuant to PMLA</b>	For awareness of PMLA provisions	29-30
13	<b>Client Verification Report</b>	This is for ACMPL office purpose	30
14	<b>Electronic Payout Request</b>	Funds directly transferred to Clients' A/c.	Back Cover Inside

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

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

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

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

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

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

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

### D. Exemptions/clarifications to PAN

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

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

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

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

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

Types of Entity	Documentary Requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in securities market.</li> <li>• Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership Firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered trust only).</li> <li>• Copy of Trust deed.</li> <li>• List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>

<b>Unincorporated Association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document.</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks / Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Army / Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

#### 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.

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please fill this form in ENGLISH and in BLOCK LETTERS.

*For Individuals*

Sign across the  
photograph

### A. IDENTITY DETAILS

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

### B. ADDRESS DETAILS

1. Residence Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (O) \_\_\_\_\_ (R) \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email : \_\_\_\_\_
3. Specify the proof of address submitted for Residence address: \_\_\_\_\_
4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

### 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: \_\_\_\_\_ (dd/mm/yyyy)

### FOR OFFICE USE ONLY

☐ (Originals verified and Self-Attested Document copies received)

(.....)  
Signature of the Authorised Signatory

Date .....

Seal/Stamp of the intermediary

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

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

*For Non-Individuals*

Sign across the  
photograph

### 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):** Private Limited Co. / Public Ltd. Co. / Body Corporate / Partnership / Trust / Charities / NGO's / FI / FII / HUF / AOP / Bank / Government Body / Non-Government Organization / Defense Establishment / BOI / Society / LLP / Others (please specify) \_\_\_\_\_

### B. ADDRESS DETAILS

1. **Address for correspondence:** \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
2. **Contact Details:** Tel. (O) \_\_\_\_\_ (R) \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
3. **Specify the proof of address submitted for correspondence address:** \_\_\_\_\_
4. **Registered Address** (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

### C. OTHER DETAILS

1. **Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:** \_\_\_\_\_  
\_\_\_\_\_
2. **a) DIN of whole time directors:** \_\_\_\_\_  
**b) Aadhaar number(s) of Promoters / Partners / Karta** \_\_\_\_\_  
\_\_\_\_\_

### 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.

\_\_\_\_\_  
**Signature of the Applicant**

**Date:** \_\_\_\_\_ (dd/mm/yyyy)

**FOR OFFICE USE ONLY**

☐ (Originals verified and Self-Attested Document copies received

(.....)

**Signature of the Authorised Signatory**

**Date** .....

**Seal/Stamp of the intermediary**



**TRADING ACCOUNT RELATED DETAILS***For Individuals & Non-Individuals***A. BANK ACCOUNT DETAILS**

Particulars	Primary Bank Details	Secondary Bank Details
Bank Name		
Branch Address		
Bank A/c. No.		
A/c. Type	Savings / Current / NRI / Others - In Case of NRI / NRO / NRE	
MICR No.		
IFSC Code		

**B. DEPOSITORY ACCOUNT DETAILS**

Particulars	Depository Participant Name	Depository Name (NSDL / CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
Primary					
Secondary					

**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 & Segment	Signature of the Client
NSE (CM)	
NSE (F&O)	
NSE (CDS)	
BSE (CM)	
BSE (F&O)	
MSEI (CDS)	
BSE (CDS)	
NSE (SLB)	

**# 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 BROKERS NAME \_\_\_\_\_

SEBI REG. NUMBER \_\_\_\_\_

REGISTERED OFFICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAX NO \_\_\_\_\_ PHONE NO \_\_\_\_\_

WEBSITE \_\_\_\_\_

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

Name of the Stock Broker \_\_\_\_\_

Name of Sub-Broker, if any \_\_\_\_\_

Client Code \_\_\_\_\_ Exchange \_\_\_\_\_

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

#### **F. ADDITIONAL DETAILS**

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

Specify your Email id, if applicable: \_\_\_\_\_

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

Number of years of Investment/Trading Experience \_\_\_\_\_

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

**Gross Annual Income Details (Please specify):**

Income Range per Annum: &lt; ₹1 Lacs / 1-5 Lacs / 5-10 Lacs / 10-25 Lacs / &gt; 25 Lacs

**NetWorth as on** (date) ..... (dd/mm/yyyy): ..... (Net worth should not be older than 1 year)**Please tick, if applicable (for Individual / Non-Individual - for any of your authorised signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors):** Politically exposed person (PEP) / Related to a Politically Exposed Person (PEP)

Any other Information: .....

**G. INTRODUCER DETAILS (Optional)**Name of the Introducer : .....  
(Surname) (Name) (Middle Name)

Status of the Introducer : Sub-Broker / Remisier / Authorised Person / Existing Client / Others .....

Address of the Introducer : .....

Phone No. : ..... Signature of the Introducer: .....

**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 &amp; Phone No. of Guardian : .....

Signature of Guardian: .....

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

Name : ..... Name : .....

Signature: ..... Signature: .....

Address : ..... Address : .....

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**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) Authorised Signatory (ies)**

**DETAILS OF DIRECTORS / PROMOTORS / PARTNERS / TRUSTEES / KARTA**

Particulars	1st Signatory	2nd Signatory	3rd Signatory
Name			
Residential Address with Pincode			
Telephone No.			
Designation			
PAN No.			
UID / DIN			
Photograph of the Signatory	Across sign on Photo	Across sign on Photo	Across sign on Photo
Signature with Stamp			

**FOR OFFICE USE ONLY**

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

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

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

.....  
**Signature of the Authorised Signatory**  
**Date .....**

**Seal/Stamp of the stock broker**

**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-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 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.

## **RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

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

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

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

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

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

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

### **1. BASIC RISKS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.6 Risk of Rumors:**

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

#### **1.7 System Risk:**

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

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

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

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

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

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

#### **2.1 Effect of “Leverage” or “Gearing”:**

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

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

- a. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

- b. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- c. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- d. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- e. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## **2.2 Currency specific risks:**

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

## **2.3 Risk of Option holders:**

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

## **2.4 Risks of Option Writers:**

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

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

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

## **4. GENERAL**

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

## **GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS**

### **BEFORE YOU BEGIN TO TRADE**

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.nseindia.com](http://www.nseindia.com), [www.bseindia.com](http://www.bseindia.com), [www.mcx-sx.com](http://www.mcx-sx.com), [www.useindia.com](http://www.useindia.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 for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities

displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

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

#### **DISPUTES/ COMPLAINTS**

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

## **POLICIES & PROCEDURES**

AS PER SEBI CIRCULAR NO.MIRSD/SE/CIR-19/2009 DATED 3 DEC.,2009 – MANDATORY

For client , the word 'he' also means 'she' and 'it' as the case may be and the usage of masculine gender in this agreements also refers to the feminine gender or the neutral gender as the case may be, AUM CAPITAL MARKET PVT LTD. hereinafter for the sake of brevity shall be referred to as "ACMPL".

### **1. Penny Stocks :**

ACMPL, may refuse execution of orders in 'penny stocks' means stocks which are appearing in the list of illiquid securities issued by the Exchanges from time to time or stocks which are quoting at less than Rs.10/-, as a part of their due diligence and risk management policy. The client agrees to the same and undertakes it will not question the same.

The client understands and agrees that any trade in any illiquid scrip/illiquid contract would be solely at client's risk in terms of traded price and lack of liquidity. The client agrees and undertakes that he will not hold ACMPL responsible for any loss or damages, if any, incurred due to trading in such illiquid scrip/illiquid contract. Decision of ACMPL will be binding on the client and will be final. The client also agrees that he will not deny such trades if the same has resulted in a loss.

### **2. Setting Up Client's Exposure Limits:**

1. ACMPL will normally give the exposure, equivalent to a pre-determined multiple/times of the net credit balance in the ledgers (across all segments), and the value of the collaterals given by the client (after applying appropriate hair cut). The level of exposure granted to the client will also depend on the track record of the client and/or market conditions and/or regulatory directives. The client agrees to abide by exposures norms decided by ACMPL, from time to time.
2. The client understands and agrees that he/she/it cannot claim any minimum level of exposure, as a matter of right.
3. The client agrees that, ACMPL has the discretion to decide the stocks which can be provided as margin/collateral. In case of shares given as margin/collateral by the client, ACMPL has the right to apply appropriate hair cut, at their sole discretion, while arriving at the value of the collateral shares. This will depend on the shares offered and/or market conditions and/or the track record of the client's dealings with ACMPL. The client will not have any objection on the hair-cut percentage decided by ACMPL, from time to time. The client understands and agrees to the same.
4. The client understands and agrees that, under normal market situations, the previous day's closing price will be taken as the base price for arriving at the value of the securities and the same will be done on a continuous basis. However, during volatile market conditions, ACMPL has the discretion to change the valuation method while arriving at the value of the shares given as margin/collateral.
5. However ACMPL reserves the right, at its sole discretion, to modify on the level of exposure to be given to a particular client and/or change the method of calculating the exposure, without giving any advance notice/reason to the client. The client understands and agrees to the same.
6. The client understands and agrees that the level of exposures, granted by ACMPL, may vary from client to client and he will not question the same.
7. In case ACMPL changes exposure policy the same would be intimated to the concerned branches. The client also agrees to get in touch with the concerned branch, on a daily basis, to keep track of any such changes.

### **3. Applicable Brokerage Rate**

The rate of brokerage varies from clients to clients. The applicable brokerage is fixed with the mutual consent of the client, which is subject to further modification only after due consultation with the client

#### **a. For Capital Market Segment:**

The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25paise per share will be collected.

**b. For Option contracts:**

Brokerage for option contracts would not exceed Rs.100/- per lot single side or such other rates as provided by the exchanges.

**4. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the ACMPL in contravention of the applicable laws)**

Client shall be liable to penalty and other charges on non payment of margin money, short selling of securities or units, failure on payment of auction, cheque bounce, non delivery of shares, increase open position or on 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 as per Rules, Regulations, Guidelines and Circulars issued by SEBI and stock exchange time to time and client will be kept informed about the rate of such penalties & fines. Similarly in case of non receipt of full payment of value of delivery purchased, margin imposed (initial + MTM) interest will be charged at 21% p.a. calculated on daily basis on shortfall amount till the date of actual realization of money.

In case of any penalty being imposed on ACMPL due to client's fault, the same is debited to his account and a verbal notification of the same is given.

ACMPL provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash and collaterals at the discretion. ACMPL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with ACMPL.

**5. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement/margin obligation)**

1. The client agrees and undertakes that it shall settle the transactions, within the exchange specified settlement time, by making the requisite payment and/or deliver the shares.
2. In case the client fails to settle the transactions within the settlement date, then ACMPL has the discretion to square off the open positions, at an appropriate time, as it have the right to decide on the timing or the open positions that needs to be closed. The client understands and agrees to the same and undertakes that it will not hold ACMPL responsible for any loss or damages arising out of such square offs.
3. After such square offs of open position by ACMPL, as mentioned in above clauses, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, ACMPL shall have the right to liquidate the shares of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client also agrees that it does not have the right to decide on the timing of such liquidation of collateral/margin shares and the shares that needs to be sold. The client undertakes that it will not hold ACMPL responsible for any loss or damages arising out of such selling.

**6. Shortages in obligations arising out of internal netting of trades**

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 Pay-in/ Payout Day. The securities delivered short are purchased from market on T +3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies ) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T +3 day or Auction day on Exchange. 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 after deducting exchange penalties.
- c. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be 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.



**7. Conditions under which a client may not be allowed to take further position or the ACMPL may close the existing position of a client.**

ACMPL 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 ACMPL / exchange/ SEBI and any other reasons which ACMPL may deem appropriate in the circumstances stock broker / exchange/ SEBI and any other reasons which ACMPL may deem appropriate in the circumstances.

1. For non-payment or erosion 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.
2. Any order which is executed without the required Margin in the Client's account or the brokers exposure is more than 90% and above so no fresh trade will be taken.
3. The client hereby authorizes the Stock Broker to square up all his outstanding positions at the discretion of the Stock Broker, which are not marked for delivery 15 minutes before the closing time of the normal market or if the client's margin is evaporated by 70% in any of exchanges, ACMPL reserves the right to square off positions.
4. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason as prescribed or instructed by SEBI.
5. The stock broker is entitled to disable / freeze the account or trading facility / any other service if, in the opinion of the stock broker, the client has committed a crime, fraud or has acted in contradiction of this agreement or / evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

Any profit/loss arising out of these transactions shall be at the risk of and borne by the client.

**8. Temporarily suspending or closing a client's account at the client's request**

Client may instruct the member to close out the account or suspend the trading through client's account for the period as specified in the request in written and duly signed by him.

ACMPL can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order/action requiring client suspension.

**9. Deregistering a client**

A client is at liberty to deregister himself / itself from the member. For that purpose client will be liable first to settle his account in full. In case of any shortfall or any dues or payment remaining after adjusting the margin account, the client will be liable to make payment of the same. And in case of surplus arising out after netting of account, client shall be entitled to receipt of the same. The member shall also have power to deregister the client after settling his account at its sole discretion.

I / We have clearly understood and agree to abide by aforesaid policies and procedures.

I / We also understand and agree that these policies and procedures can be changed by ACMPL from time to time subject to posting of the amendments and posting therein on website of ACMPL ([www.aumcap.com](http://www.aumcap.com)) and their applicability with prospective effect.

## TARIFF SHEET

**Name of the Client** : .....

**Client Code** : .....

**Name of the Branch** : .....

### BROKERAGE

Exchange & Segment		%	Min
NSE & BSE (Cash Segment)	Delivery		
NSE & BSE (Cash Segment)	Square Off		
NSE & BSE (Derivatives Segment)	Futures		
NSE & BSE (Derivatives Segment)	Options		
NSE (Currency Derivatives Segment)			
MSEI (Currency Derivatives Segment)			
BSE (Currency Derivatives Segment)			
NSE (SLB)			

Note: All Statutory charges will be levied separately (i.e.) Service Tax, STT, Transaction Charges, Stamp Duty, SEBI Charges and any other charges)

ACMPL may debit charges of the depository participant for the trades and the bank charges for the realisation of the Cheques etc. to my / our account.

I / We have understood the above brokerage slab and agree for the above brokerage and other charges to be levied for the transactions done in my / our account.

**FOR OFFICE USE ONLY**

Approval Date

Branch Manager's Signature

Approved by, For Head Office

**VOLUNTARY****AUTHORITY LETTER FOR RUNNING ACCOUNT OF FUNDS AND SECURITIES**

To

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

**Aum Capital Market Private Limited (ACMPL)**

"Akashdeep", 1st Floor, 5, Lower Rawdon Street  
Kolkata - 700 020

Dear Sir,

1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds and securities on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled or to be dealt with in any other manner.
2. I/we understand and agree that no interest will be payable to me/us on the amounts or securities so retained with you.
3. I/we may be trading in derivatives segment & cash segment of various Exchanges and hence have various accounts with you. In this regard I/we hereby authorize ACMPL to act at its discretion of adjusting any credit balance under my/our various accounts against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
4. I/we hereby authorize ACMPL to hold the shares against my/our purchases for future delivery/margin for my/our transaction with ACMPL.
5. I/we also confirm that the securities lying in my hold back A/c should be considered as margin deposit / collateral.
6. I/we authorize you to set off a part or whole of the margin deposited by me/us. against any of my / our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
7. I/we hereby authorize you to pledge my / our securities deposited as margin or withheld by you as, permitted in the running account and to deposit my / our funds deposited as margin to Exchanges / Clearing Corporation towards margin.
8. I/we may revoke the authorization at any time a by issuing a physical letter for the effect.
9. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month according to the option ticked below and the statement of account for the same will be provided to me by ACMPL.

SETTLEMENT PREFERENCE	ON THE BASIS OF OPTION TICKED
MONTHLY	
QUARTERLY	

10. I/we shall bring any dispute arising from the statement of account or settlement so made to the notice of ACMPL within 7 working days from the date of receipt of statement.
11. There shall be no inter-client adjustment for the purpose of settlement of the 'running account'.
12. For any outstanding obligations 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 obligations for next 5 trading days, calculated in the manner specified by the exchanges.

Thanking you,

Yours truly,

✓ \_\_\_\_\_

Signature of the Client

## UNDERTAKING BY CLIENT

To,

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

**Aum Capital Market Private Limited (ACMPL)**

"Akashdeep", 1st Floor, 5, Lower Rawdon Street

Kolkata - 700 020

With reference to my/our registration as your client, I/We hereby unconditionally and irrevocably undertake and agree that:

1. I/We shall pay initial margin as specified by Exchange (s) before placing any order. ACMPL will have all the rights not to execute the order, if I/We fail to place the required initial margin upfront with them.
2. I/We shall, when called upon to do so, provide additional/maintenance margin money to ACMPL as required by them in respect of positions taken by me/us.
3. Margins will be payable only in acceptable forms (as stipulated by concerned exchange (s)/ SEBI from time to time), else may not be reckoned.
4. Non-fulfillment of either the whole or part of the margin obligations/any other obligation/commitment at any point of time will give ACMPL the right, without any further notice, to close-out outstanding position, withdraw trading facility, impose penalties, collect appropriate deposits including invoking bank guarantees/ fixed deposit receipts and/or selling out securities deposited/lying still undelivered. These measures are exclusive of anything ACMPL deems fit to take at their discretion to financially safeguard themselves under the circumstances.
5. To accept my/our order placement / modification / cancellation verbally and confirm about the same verbally. Hence, ACMPL is advised not to send me/us any order confirmation / cancellation / modification / trade confirmation slip, etc.
6. ACMPL may charge me/us the cost of holding my/our securities with them.
7. ACMPL will be not responsible / liable for any profit / loss incurred / sustained by the me/us for mistake / failure of whomsoever during Inter - Settlement of Securities.
8. ACMPL may debit the charges of the depository participant for providing depository services and the bank charges for the realization of the cheques etc. to my/our trading account.
9. ACMPL can/may pass on me/us any penalty imposed/loss suffered together with incidental expenses due to my/ our violating any of the requirements/stipulations of Exchange (s) or any other regulatory authority.
10. I/We will be extending all co-operation to ACMPL in their endeavour towards Anti-Money Laundering. ACMPL may initiate any enquiry against me/us and/or my/our transactions any time without any legal implication whatsoever against them. I/We understand that information about me/us and my/our transactions may be reported by ACMPL to FIU/ concerned authorities without any intimation to us and have no objection to the same.
11. I/We understand that ACMPL also does proprietary trading and I/We have noted the same and hereby state that I/We have no objection to ACMPL doing the proprietary trading.
12. I/We agree to abide by client level position limit and authorize you not to increase our open position beyond the stipulated limit, and if inadvertently exceeded, to actually reduce and bring it within acceptable limits. I/We further authorize you to debit us for any penalty imposed on you for our violation towards position limit.
13. All the trades done by me/us through you shall be completely on our behalf and I/We undertake that I/We shall not act as an unregistered sub-broker of Aum Capital Market Private Limited.
14. 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 of buy or sell orders either in part or in full. I/We agree not to hold ACMPL liable or responsible for delay or default in performance of your obligations for above and due to contingencies beyond your control such as fire, flood, civil commotion, earthquake, riots, war strikes, failure of systems, failure of internal links, government/regulatory actions or any other contingencies beyond your control.

✓

\_\_\_\_\_  
Signature of Client

# **CONSENT LETTER FOR DIGITAL COMMUNICATION**

To,  
**M/s.Aum Capital Market Pvt. Ltd**  
 5, Lower Rawdon Street, 1st Floor, Kolkata - 700020

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

Dear Sir,

I hereby agree and consent to accept the contract notes, daily margin statement and the quarterly statements of funds and securities (herein after referred to as quarterly statement), bills and other documents/information issued by you electronically in accordance with the terms and conditions specified herein below and the same shall be binding on me. Also I undertake to check and bring the discrepancies to your notice within 48 hours of such issuance of contract notes, daily margin statement and within 30 days in case of quarterly statement. Further my non verification or not accessing the Contract Notes, daily margin statement and quarterly statement on regular basis shall not be a reason for disputing the respective at any time. This instruction to issue digital communication is applicable with immediate effect.

Email Id: 1) \_\_\_\_\_

Email Id: 2) \_\_\_\_\_

Thanking you,

Yours faithfully,

✓ \_\_\_\_\_  
 Signature of the Client

Client Name \_\_\_\_\_ Client Code \_\_\_\_\_

## **Terms and conditions :**

Terms and conditions for availing the facility of the electronic Contract Notes, Daily margin statement & Quarterly statements etc. digitally signed are as follows.

1. The Client will ensure availability of the above mentioned e-mail Id at all times.
2. That the non-receipt of bounced e-mail notification by ACMPL once ECNs / Quarterly statement / Margin statement are sent to Client's above-mentioned e-mail Id can be safely taken of having been received.
3. The Client shall update for any change in e-mail Id through a duly executed physical letter.
4. The Contract Notes, Daily margin statement & Quarterly statements will be issued in electronic form in compliance with the guidelines issued by SEBI / Exchange from time to time.
5. Electronic Contract Notes, Daily margin statement & Quarterly statements will also be available on URL [https:// www.aumcap.com](https://www.aumcap.com)
6. Clients can view the electronic Contract Notes, Daily margin statement & Quarterly statements on URL by using the username & Password.
7. Electronic Contract Notes will be archived at an interval of 15 days. If the client intends to view the electronic Contract Notes for a period prior to 15 days, client may request for the same in writing.
8. In case of any failure in system or errors in electronic Contract Notes, daily margin statement and quarterly statements etc. will be issued in physical form, which shall be binding on the client. Any changes in the terms and conditions shall be intimated from time to time.

✓ \_\_\_\_\_  
 Signature of the Client

## DECLARATION FOR MOBILE NUMBER

To,

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

**Aum Capital Market Private Limited**"Akashdeep", 1st Floor, 5, Lower Rawdon Street  
Kolkata - 700 020

Dear Sir/Madam

I/We, \_\_\_\_\_ having PAN no. \_\_\_\_\_ do hereby declare that my Mobile Number is \_\_\_\_\_. Further, I/We authorize Aum Capital Market Pvt. Ltd (herein after referred to as "ACMPL") that the same may be used for giving me any information/alert/SMS/call.

I/We undertake to ACMPL and confirm to use my/our own judgement in taking a call and execute trade in the identified security(s) according to my/our financial strength/capabilities and shall not hold ACMPL responsible for any loss suffered by me/us on account of executing or omitting to execute any trade in pursuance of the SMS alert(s) and /or investment advices sent by ACMPL.

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

Thanking you,  
Yours faithfully,

✓

\_\_\_\_\_  
**Client Signature**

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

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

## ORDER PLACEMENT INSTRUCTIONS

To,

**AUM CAPITAL MARKET PVT. LTD. (ACMPL)**

5, Lower Rawdon Street, 1st Floor, Kolkata 700 020

With respect to the Trading account with ACMPL, I / We do hereby authorise ACMPL to do the following:

- a) I/We authorise you to accept my/our verbal orders / modifications / cancellation instruction. You are requested to accept verbal orders / instructions on my/our behalf. You are also requested to confirm the execution / non-execution of orders / instructions to me/us verbally. These shall be deemed to have been given in writing and shall be subject to all such terms and conditions as applicable to written contracts. I/We also request you not to provide me any order confirmation / modification / cancellation slips generated by the NEAT system. Such authorisation shall be valid from commencement of business till termination of the Trading Account..
- B) I/We indemnify ACMPL and keep you indemnified against all losses, damages, actions which you may suffer or face, as a consequence of adhering to and carrying out my/our orders placed verbally.

In case if I wish to withdraw this consent, I shall inform ACMPL in writing and acknowledge by ACMPL by at least one week in advance from the date of withdrawal.

Thanking you,  
Yours truly,

✓

\_\_\_\_\_  
**Client Signature**

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

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

**DECLARATION PURSUANT TO PREVENTION OF MONEY LAUNDERING ACT, 2002 (PMLA)**

- Due to tightened security and increased vigilance in the wake of threats emanating from increase terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble.
- There is an Act called Prevention of Money Laundering Act 2002. **(PMLA)**
- The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e to legalize or officialize or canalise the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.
- This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies
- It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assests.
- It is an obligation of the entities to whom this act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministn of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transaction below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transaction which may not be in cash but suspicious in nature.
- Any such above type of transaction, though not executed but attempted and failed are also required to be reported .
- The suspicious transaction can be related to the transactions under the circumstances such as:
  - Clients whose identity verification seems difficult or clients that appear not to cooperate
  - Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing/business activity;
  - Clients based in high risk jurisdictions;
  - Substantial increases in business without apparent cause;
  - Clients transferring large sums of money to or from overseas location with instructions for payment in cash;
  - Attempted transfer of investment proceeds to apparently unrelated third parties;
  - Businesses undertaken by offshore banks/financial services.
  - Businesses reported to be in the nature of export/import of small items.
  - Unusual transactions by Clients of Special Categories (CSCs).
  - Clients of Special Categories may include;
  - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
  - Companies having close family shareholdings or beneficial ownership
  - Politically Exposed Persons
  - Companies offering foreign exchange offerings
  - Clients in high risk countries
  - Non face to face clients
  - Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.

## VOLUNTARY

- While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.
- All the records of transactions and client identification must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.
- This is the highlights of the requirements under the Act. Subbrokers / Authorized Persons / Remissers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/IVlasterCircular.pdf> for detailed information and understanding and also visit the website of FIUIND at <http://fiuindia.gov.in>
- The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.

I agree & noted the contents mentioned above

✓

\_\_\_\_\_  
Signature of the Client

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### CLIENT VERIFICATION REPORT IN PERSON BY STAFF MEMBER OF AUM CAPITAL MARKET PVT. LTD

Client Name	
Address	
Date of Visit	
Time of Visit	
Remarks if any	

I, \_\_\_\_\_, designation \_\_\_\_\_ staff member of Aum Capital Market Pvt. Ltd. of \_\_\_\_\_ branch, hereby certify that I had personally visited the above mentioned client's address and checked and verified the details in The "Know Your Client" form and found the same correct. I have also verified the PAN Card, Photo Identity and Address of the Client etc. with original proofs.

Signature \_\_\_\_\_

Name of Employee \_\_\_\_\_

Branch \_\_\_\_\_



**ACKNOWLEDGEMENT FOR RECEIPT OF COPIES  
FOR EXECUTED DOCUMENTS**

**AUM CAPITAL MARKET PVT. LTD. (ACMPL)**

5, Lower Rawdon Street, 1st Floor, Kolkata 700 020

This is with reference to the client code stated below for Trading Account opened in my/our name, I/ we acknowledge that I /we have received the copies of documents executed at the time of opening of the Trading account with Aum Capital Market Pvt Ltd .

- 1) Know Your Client (KYC) Application Form
- 2) Rights & Obligations of Stock Brokers, Sub-Brokers & Clients
- 3) Risk Disclosure Document for Capital Market & Derivatives Segments
- 4) Guidance Note – Do's & Don'ts for Trading on the Exchange(s) For Investor
- 5) Policies & Procedures
- 6) And copy of any other documents executed by me as a client

Thanking you,

Yours truly,

✓

\_\_\_\_\_  
Signature of Client

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

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

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



## ELECTRONIC PAYOUT REQUEST

To,  
**Aum Capital Market Private Limited**  
 "Akashdeep", 1st Floor, 5, Lower Rawdon Street  
 Kolkata - 700 020

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

Dear Sir/Madam,

We furnish below the details of our account held with the following bank to enable transfer of funds payable to us against sale of securities.

Bank: _____	Branch: _____
Type of Account: <input type="checkbox"/> Current <input type="checkbox"/> Savings <input type="checkbox"/> Others (Specify) _____ _____ _____	Branch Address: _____ _____ _____ _____
A/c. No. _____	MICR No.: _____
Client Address as mentioned in the Bank Statement _____ _____ _____	IFSC Code (RTGS / NEFT): _____ _____
Original cancelled cheque must be enclosed	

We hereby declare that the particulars mentioned above are correct, complete and true and we request Aum Capital Market Pvt. Ltd (hereinafter referred to as "ACMPL") to transfer the funds against payments due to us in to the above mentioned Bank Account until any other instruction our side. It is also agreed by us that the above facility is being provided to us at the instance of ACMPL and it can be discontinued /withdrawn by ACMPL at its discretion at any point of time, as and when required without prior notice.

1. The transfer of funds to our bank account will continue to be governed by the terms and conditions as per the Member Client Agreement entered by and between ACMPL and ourself.
2. We shall review, upon first receipt, all transfers of funds made into the aforesaid bank Account. In case fund payment is not received in our account on the due date then we will notify the same to ACMPL within two days. After two days, we are solely responsible for any losses due to such delay and it shall be assumed by ACMPL that the funds have been received by us.
3. If the transaction is delayed or not effected at all for incomplete or incorrect information, we would not hold ACMPL responsible and /or indemnify ACMPL from any loss or damage met by us under such circumstances.

Thanking you,

Yours faithfully,

✓

\_\_\_\_\_  
 (Signature of the Client)

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

**BACK INSIDE**



**Head Office:** Unit 6, Trinity Building, 226/1, A.J.C. Bose Road, Kolkata 700 020

**Branch Offices :**

**BANGALORE - 080 4047 6628 • CHENNAI - 044 3242 9252**  
**MUMBAI - 022 3215 6999 • NEW DELHI - 011 4058 1010**  
**PUNE - 020 3250 4136 • RANCHI - 0651 2330572**