



A. K. STOCKMART PRIVATE LIMITED

CLIENT REGISTRATION FORM FOR INDIVIDUALS COMBINED - DEMAT & TRADING

Application No.: \_\_\_\_\_

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

Date of Opening : \_\_\_\_\_

Client Code No. : \_\_\_\_\_

Depository Type : \_\_\_\_\_ [Demat Account No.]

☐ NSDL DP ID : \_\_\_\_\_ IN304096 Client ID : \_\_\_\_\_

☐ CDSL DP ID : \_\_\_\_\_ 12055600 Client ID : \_\_\_\_\_

**Registered Office:** 601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)

Tel: +91-22-6754 6500 / 6634 9300 | Fax: +91-22-022-6610 0594 | CIN: U67120MH2006PTC158932

E-mail ID for Trading Account : stockmart@akgroup.co.in | E-mail ID for Demat Account : dp@akgroup.co.in

"For investor grievance E-mail ID : investorgrievance@akgroup.co.in"

## ACCOUNT OPENING KIT (INDIVIDUAL / SOLE PROPRIETORSHIP / NRI )

Sr. No.	Name of the Document	Brief Significance of the Document	Page No(s)	No. of Signature
1	Basic Know Your Client (KYC) Profile Sheet and FATCA declaration for opening trading, demat and Portfolio Management Account	Document captures the basic information of client and instruction/Check-List for requisite documents and information to open accounts	1 to 4	4
		Declaration under Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standards (CRS)	5	1
Additional Mandatory Requirements/ Documents for opening Demat Account with A.K. Stockmart Private Limited				
2	Additional KYC documents/ information to avail depository services.	Document captures the additional information of client as required for availing depository services	6 to 9	1
3	Rights and Obligations Document	Document prescribed detailed rights and obligation of the Depository Participant and Beneficial Owner as prescribed by SEBI	10 to 12	NIL
4	Tariff Structure for Depository Services	A document providing charges/ fees levied by Depository Participant for its Services	13	1
5	Nomination form	A document for electing nominee by the Beneficial Owner and any change(s) amongst them	14 to 16	1
Additional Voluntary Requirements/ Documents for opening Demat Account with A.K. Stockmart Private Limited				
6	Preference for receiving documents / communication	A Document requiring consent/ authorization from Beneficial Owner to receive document in digital mode	17	1
7	SMS -Alert and TRUST Services by CDSL	Terms and Conditions-cum-Registration/Modification Form for Receiving SMS Alerts for CDSL and Transaction Using Secured Texting (TRUST) Service offered by CDSL	18 to 22	1
8	Account Details Addition / Modification/ Deletion request form	A Document allowing Beneficial Owner to add/ modify/ delete the information already furnished.	23	2
9	Option form for Issue of DIS Booklet	A document offering option to Beneficial Owner to confirm the delivery/ non-delivery of DIS	24	1
10	Verification/Declaration pertaining to furnishing of Mobile Number and/or Email ID	Verification of Mobile Number and E-mail ID or Declaration for not providing mobile number/ E-mail ID.	25	1

**Additional Mandatory Requirements/ Documents for opening Trading Account(s) with A. K. Stockmart Private Limited**

11	Trading Account Related Details (Annexure - 3)	Document captures the additional information about the constituent relevant to trading account together with instruction /requisite check list	26 to 28	3
12	Rights & Obligations Document (Annexure - 4)	Document stating the Rights & Obligations of stock broker/ trading member, subbroker and the client for trading on Exchanges (including additional rights & obligations in case of internet/ wireless technology based trading).	29 to 33	NIL
13	Risk Disclosure Document (RDD) (Annexure - 5)	Document detailing risks pertaining to transaction in CM, F&O, other segments.	33 to 36	NIL
	BSE - PUBLIC - Annexure A	Most Important Terms and Conditions (MITC)	36A	1
14	Guidance note (Annexure - 6)	Document detailing do's and don'ts for trading on exchange for the education of the investors.	37 to 38	NIL
15	Policies & Procedures	Document describing significant policies and procedures adopted by A. K. Stockmart Private Limited	39 to 42	NIL
16	Brokerage Slab	Document detailing the rate/amount of brokerage and other charges levied on the client.	43	1
<b>S. No.</b>	<b>Name of the Document</b>	<b>Brief Significance of the Document</b>	<b>Page No(s)</b>	<b>No. of Signature</b>

**Additional Non-Mandatory Requirements/ Documents for opening Trading Account with A.K. Stockmart Private Limited**

17	Declaration for Proprietary trade	Disclosure of proprietary trading by broker to client pursuant to SEBI Circular No SEBI /MRD/ SE/ Cir-42/2003.	43	1
18	Preference for Receiving Documents	Preference for receiving standard documents in electronic / physical mode.	44	1
19	Running Account	Authorization letter to maintain client account on running basis.	45 to 46	1
20	Verbal / written Order Acceptance Authorisation	To authorize the Stock Broker to accept the dealing order over a phone & written order format.	47 to 48	2
21	Pledge Authorization	Authorization to pledge securities with Clearing Corporation or transfer to Clearing Member	49	1
22	Power of Attorney	For Margin & Settlement purpose	50 to- 52	3
23	Member Client Dealing Additional Clauses	Clauses in addition to the rights and obligations prescribed by the Exchang	53 to 61	1
24	Authority letter to Sell Securities	Authority to Broker by Client to sell securities in case of default in meeting the obligations.	62	1
25	Demat Debit and Pledge Instruction (DDPI)	Demat Debit and Pledge Instruction (Collectively referred as DDPI)	63	2

Name of the Stock Broker	A. K. Stockmart Private Limited (AKSPL)		
SEBI Registration Number	INZ000240830		
Registered Office Address	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)		
Contact details	Ph. +91-22-67546500	Fax. : +91-2267544666	
Compliance Officer Name	Ashit Rajnikant Raja		
Contact details	Ph. +91-22-67546500	Email id: <a href="mailto:Ashit.Raja@akgroup.co.in">Ashit.Raja@akgroup.co.in</a>	
Name of CEO/ Managing Director / Director	Annu Garg		
Contact details	Ph. +91-22-67546500	Email id: <a href="mailto:stockmart@akgroup.co.in">stockmart@akgroup.co.in</a>	
<p>For any grievance/dispute please contact A. K. Stockmart Private Limited at the above address or Email id <a href="mailto:investorgrievance@akgroup.co.in">investorgrievance@akgroup.co.in</a> and Phone no. + 91-22-67546500.</p> <p>In case not Satisfied with the response, please contact the concerned Exchange(s):</p> <p>BSE Ltd. - email - <a href="mailto:is@bseindia.com">is@bseindia.com</a> and Phone no. 022-22728517,</p> <p>National Stock Exchange of India Limited - email - <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a> &amp; Phone No. 18002660050 (Select IVR option 5)</p>			

#### CLIENT RISK PROFILE

LOW		MEDIUM		HIGH	
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# INVESTOR CHARTER FOR DEPOSITORY PARTICIPANT

## 1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

## 2. Mission

- To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights

## 3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (Dps), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link

<https://nsdl.co.in/dpsch.php> and <https://www.cdslindia.com/DP/dplist.aspx>

## 4. Description of services provided by the Depository through Depository Participants (DP) to investors

### (1) Basic Services

Sr. No.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
1	Dematerialization of securities	7 days
2	Rematerialization of securities	7 days
3	Mutual Fund Conversion	5 days
4	Re-conversion of Mutual fund units	7 days
5	Transmission of securities	7 days
6	Registering pledge request	15 days
7	Closure of demat account	30 days
8	Settlement Instruction	<ul style="list-style-type: none"><li>• For T+1 day settlements, Participants shall accept instructions from the Clients, in physical form up to 4 p.m. (in case of electronic instructions up to 6.00 p.m.) on T day for pay-in of securities.</li><li>• For T+0 day settlements, Participants shall accept EPI instructions from the clients, till 11:00 AM on T day.</li><li>• Note: 'T' refers 'Trade Day'</li></ul>

**(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include**

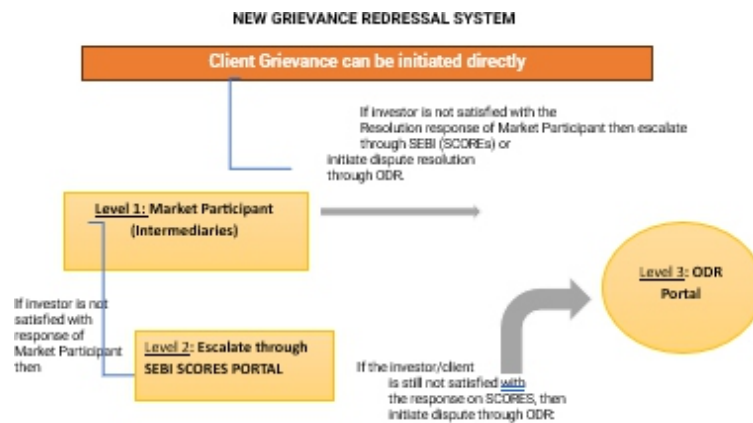
Sr. No.	Type of Activity /Service	Expected Timelines for processing by the DP after receipt of proper documents
1	Value Added Services	Depositories also provide value added services such as: a. <b><u>Basic Services Demat Account (BSDA)</u></b> <sup>1</sup> b. <b><u>Transposition cum dematerialization</u></b> <sup>2</sup> c. <b><u>Linkages with Clearing System</u></b> <sup>3</sup> d. <b><u>Distribution of cash and non-cash corporate benefits</u></b> (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts, etc.
2	Consolidated Account statement (CAS)	CAS is issued within 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions).
3	Digitalization of services provided by the depositories	Depositories offer below technology solutions and e-facilities to their demat account holders through Dps: a. <b><u>E-account opening</u></b> <sup>4</sup> b. <b><u>Online instructions for execution</u></b> <sup>5</sup> c. <b><u>e-DIS / Demat Gateway</u></b> <sup>6</sup> d. <b><u>e-CAS facility</u></b> <sup>7</sup> e. <b><u>Miscellaneous services</u></b> <sup>8</sup>

**5. Details of Grievance Redressal Mechanism:**

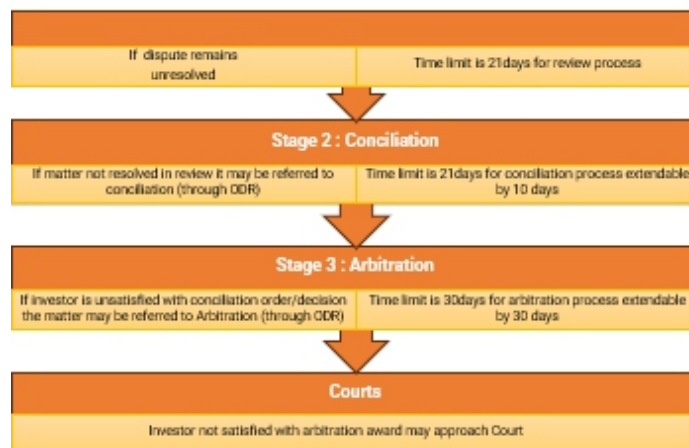
**(1) The Process of investor grievance redressal**

1	Investor Complaint/ Grievances	<p><b>Investor can lodge complaint/ grievance against the Depository/DP in the following ways:</b></p> <p><b>a. Electronic mode -</b> (ISCORES - <a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a> (a web based centralized grievance redressal system of SEBI))  <b>Two Level Review for complaint/grievance against DP:</b>  - First review done by Designated Body  - Second review done by SEBI  (ii) Respective Depository's web portal dedicated for the filing of Complaint:  For CDSL: <a href="https://www.cdslindia.com/Footer/grievances.aspx">https://www.cdslindia.com/Footer/grievances.aspx</a>  For NSDL: <a href="https://investor.nsdl.com/portal/en/home">https://investor.nsdl.com/portal/en/home</a>  (iii) Emails to designated email ID's of Depository  For CDSL: <a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a>  For NSDL: <a href="mailto:relations@nsdl.com">relations@nsdl.com</a></p> <p><b>b. Offline mode : Download Form<sup>9</sup></b>  The complaints/ grievances lodged directly with the Depository shall be resolved within 21 days.</p>
2	Online Dispute Resolution (ODR) platform for online Conciliation & Arbitration	<p>If the Investor is not satisfied with the resolution provided by DP or other Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through by online conciliation or arbitration.  For CDSL: <a href="https://smartodr.in/login">https://smartodr.in/login</a>  For NSDL: <a href="https://smartodr.in/register">https://smartodr.in/register</a></p>
3	Steps to be followed in ODR for Review, Conciliation & Arbitration	<ul style="list-style-type: none"> <li>Investor to approach Market Participant for redressal of complaint</li> <li>If an investor is not satisfied with response of Market Participant, he/she can escalate the complaint on SEBI SCORES portal.</li> <li>Alternatively, the investor may also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</li> <li>Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavour to resolve the matter between the Market Participant and investor within 21 days.</li> <li>If the matter could not be amicably resolved, then the Investor may request the MII to refer the matter case for conciliation.</li> <li>During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator.</li> <li>If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days.</li> </ul>

## (2) Illustration of New Grievance Redressal System:



### Stages of resolution of dispute through ODR?



## 6. Guidance pertaining to special circumstances related to market activities: Termination of the Depository Participant

Sr No.	Type of special circumstances	Timelines for the Activity/ Service
1	<ul style="list-style-type: none"><li>• Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</li><li>• Participant surrenders the participation by its own wish.</li></ul>	<ul style="list-style-type: none"><li>• Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.</li></ul>

### 7. Dos and Don'ts for Investors<sup>10</sup>

### 8. Rights of investors<sup>11</sup>

### 9. Responsibilities of Investors<sup>12</sup>

### 10. Code of Conduct for Depositories<sup>13</sup> (Part D of Third Schedule of SEBI (D & P) Regulations, 2018)

### 11. Code of Conduct for Participants<sup>14</sup> (Part A of Third Schedule of SEBI (D & P) Regulations, 2018)

## INFORMATION CONTAINED IN LINKS TO THE INVESTOR CHARTER

This document contains the contents in main Charter mapped with the same superscript.

### Para 4(2) of Investor Charter

#### Point 1: Value Added Services

- a. **Basic Services Demat Account (BSDA)**<sup>1</sup>: The facility of BSDA with limited services for eligible individuals was introduced with the objective of achieving wider financial inclusion and to encourage holding of demat accounts. As per the SEBI direction, No Annual Maintenance Charges (AMC) shall be levied, if the value of securities holding in the Demat Account (Debt as well as other than debt securities combined) is upto Rs. 4 lakhs. For value of securities holdings in Demat Account (Debt as well as other than debt securities combined) is more than Rs 4 lakhs but upto Rs 10 lakhs, AMC not exceeding Rs 100 is chargeable.
- b. **Transposition cum dematerialization**<sup>2</sup>: In case of transposition-cum- dematerialisation, client can get securities dematerialised in the same account if the names appearing on the certificates match with the names in which the account has been opened but are in a different order. The same may be done by submitting the security certificates along with the Transposition Form and Demat Request Form.
- c. **Linkages with Clearing System**<sup>3</sup>: For actual delivery of securities to the clearing system from the selling brokers and delivery of securities from the clearing system to the buying broker.

#### Point 3: Digitization of services provided by the depositories

- a. **E-account opening**<sup>4</sup>: Account opening through digital mode, popularly known as "On-line Account opening", wherein investor intending to open the demat account can visit DP website, fill in the required information, submit the required documents, conduct video IPV and demat account gets opened without visiting DPs office.\* We at A K Stockmart do not provide On-line Account opening Services
- b. **Online instructions for execution**<sup>5</sup>: Internet-enabled services like Speed-e (NSDL) empower a demat account holder in managing his/her securities 'anytime-anywhere' in an efficient and convenient manner and submit instructions online without the need to use paper. These facilities allows Beneficial Owner (BO) to submit transfer instructions and pledge instructions including



margin pledge from their demat account. The instruction facilities are also available on mobile applications through android, windows and IOS platforms.

- c. e-DIS / Demat Gateway<sup>6</sup>** : Investors can give instructions for transfer of securities through e-DIS apart from physical DIS. Here, for on-market transfer of securities, investors need to provide settlement number along with the ISIN and quantity of securities being authorized for transfer. Client shall be required to authorize each e-DIS valid for a single settlement number / settlement date, by way of OTP and PIN/password, both generated at Depositories end. Necessary risk containment measures are being adopted by Depositories in this regard.
- d. e-CAS facility<sup>7</sup>**: Consolidated Account Statements are available online and could also be accessed through mobile app to facilitate the investors to view their holdings in demat form.
- e. Miscellaneous services<sup>8</sup>**: Transaction alerts through SMS, e-locker facilities, chatbots for instantaneously responding to investor queries etc. have also been developed.

## 7. Dos and Don'ts for Investors<sup>10</sup>

S. No	Guidance
1	Always deal with a SEBI registered Depository Participant for opening a demat account.
2	Read all the documents carefully before signing them.
3	Before granting Power of attorney to operate your demat account to an intermediary like Stock Broker, Portfolio Management Services (PMS) etc., carefully examine the scope and implications of powers being granted.
4	Always make payments to registered intermediary using banking channels. No payment should be made in name of employee of intermediary
5	Accept the Delivery Instruction Slip (DIS) book from your DP only (pre-printed with a serial number along with your Client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS slips. Always mention the details like ISIN, number of securities accurately. In case of any queries, please contact your DP or broker and it should be signed by all demat account holders. Strike out any blank space on the slip and Cancellations or corrections on the DIS should be initialed or signed by all the account holder(s). Do not leave your instruction slip book with anyone else. Do not sign blank DIS as it is equivalent to a bearer cheque.
6	Inform any change in your Personal Information (for example address or Bank Account details, email ID, Mobile number) linked to your demat account in the prescribed format and obtain confirmation of updation in system
7	Mention your Mobile Number and email ID in account opening form to receive SMS alerts and regular updates directly from depository.
8	Always ensure that the mobile number and email ID linked to your demat account are the same as provided at the time of account opening/updation.
9	Do not share password of your online trading and demat account with anyone.
10	Do not share One Time Password (OTP) received from banks, brokers, etc. These are meant to be used by you only.

S. No	Guidance
11	Do not share login credentials of e-facilities provided by the depositories such as e-DIS/demat gateway, SPEED-e/easiest etc. with anyone else.
12	Demat is mandatory for any transfer of securities of Listed public limited companies.
13	If you have any grievance in respect of your demat account, please write to designated email IDs of depositories or you may lodge the same with SEBI online at <a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a>
14	Keep a record of documents signed, DIS issued and account statements received.
15	As Investors you are required to verify the transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform the DP or your respective Depository.
16	Appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.
17	Register for Depository's internet based facility or download mobile app of the depository to monitor your holdings.
18	Ensure that, both, your holding and transaction statements are received periodically as instructed to your DP. You are entitled to receive a transaction statement every month if you have any transactions.
19	Do not follow herd mentality for investments. Seek expert and professional advice for your investments
20	Beware of assured/fixed returns

## 8. Rights of investors<sup>11</sup>

- (i) Receive a copy of KYC, copy of account opening documents.
- (ii) No minimum balance is required to be maintained in a demat account.
- (iii) No charges are payable for opening of demat accounts.
- (iv) If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. You have the right to revoke any authorization given at any time.
- (v) You can open more than one demat account in the same name with single DP/ multiple Dps.
- (vi) Receive statement of accounts periodically. In case of any discrepancies in statements, take up the same with the DP immediately. If the DP does not respond, take up the matter with the Depositories.
- (vii) Pledge and /or any other interest or encumbrance can be created on demat holdings.
- (viii) Right to give standing instructions with regard to the crediting of securities in demat account.
- (ix) Investor can exercise its right to freeze/defreeze his/her demat account or specific securities / specific quantity of securities in the account, maintained with the DP.
- (x) In case of any grievances, Investor has right to approach Participant or Depository or SEBI for getting the same resolved within prescribed timelines.
- (xi) Every eligible investor shareholder has a right to cast its vote on various resolutions proposed by the companies for which Depositories have developed an internet based 'e-Voting' platform.
- (xii) Receive information about charges and fees. Any charges/tariff agreed upon shall not increase unless a notice in writing of not less than thirty days is given to the Investor.
- (xiii) Right to indemnification for any loss caused due to the negligence of the Depository or the participant.
- (xiv) Right to opt out of the Depository system in respect of any security.

## 9. Responsibilities of Investors<sup>12</sup>

- i. Deal with a SEBI registered DP for opening demat account, KYC and Depository activities.
- ii. Provide complete documents for account opening and KYC (Know Your Client). Fill all the required details in Account Opening Form / KYC form in own handwriting and cancel out the blanks.
- iii. Read all documents and conditions being agreed before signing the account opening form.
- iv. Accept the Delivery Instruction Slip (DIS) book from DP only (preprinted with a serial number along with client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS.
- v. Always mention the details like ISIN, number of securities accurately.
- vi. Inform any change in information linked to demat account and obtain confirmation of updation in the system.
- vii. Regularly verify balances and demat statement and reconcile with trades / transactions.
- viii. Appoint nominee(s) to facilitate heirs in obtaining the securities in their demat account.
- ix. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks/ securities promising huge profits.

## 10. Code of Conduct for Depositories<sup>13</sup>

### (Part D of Third Schedule of SEBI (D & P) Regulations, 2018)

#### A Depository shall:

- (a) always abide by the provisions of the SEBI Act, 1992 Depositories Act, 1996, any Rules or Regulations framed thereunder, circulars, guidelines and any other directions issued by the Board from time to time.
- (b) adopt appropriate due diligence measures.
- (c) take effective measures to ensure implementation of proper risk management framework and good governance practices.
- (d) take appropriate measures towards investor protection and education of investors.
- (e) treat all its applicants/members in a fair and transparent manner.
- (f) promptly inform SEBI of violations of the provisions of the SEBI Act, 1992 the Depositories Act, 1996, rules, regulations, circulars, guidelines or any other directions by any of its issuer or issuer's agent.
- (g) take a proactive and responsible attitude towards safeguarding the interests of investors, integrity of depository's systems and the securities market.
- (h) endeavor for introduction of best business practices amongst itself and its members.
- (i) Act in utmost good faith and shall avoid conflict of interest in the conduct of its functions.
- (j) not indulge in unfair competition, which is likely to harm the interests of any other Depository, their participants or investors or is likely to place them in a disadvantageous position while competing for or executing any assignment.
- (k) segregate roles and responsibilities of key management personnel within the depository including
  - a. Clearly mapping legal and regulatory duties to the concerned position
  - b. Defining delegation of powers to each position
  - c. Assigning regulatory, risk management and compliance aspects to business and support teams
- (l) be responsible for the acts or omissions of its employees in respect of the conduct of its business.
- (m) monitor the compliance of the rules and regulations by the participants and shall further ensure that their conduct is in a manner that will safeguard the interest of investors and the

## 11. Code of Conduct for Participants<sup>14</sup>

(Part A of Third Schedule of SEBI (D & P) Regulations, 2018)

1. A participant shall make all efforts to protect the interests of investors.
2. A participant shall always endeavour to—
  - (a) render the best possible advice to the clients having regard to the client's needs and the environments and his own professional skills;
  - (b) ensure that all professional dealings are effected in a prompt, effective and efficient manner;
  - (c) inquiries from investors are adequately dealt with;
  - (d) grievances of investors are redressed without any delay.
3. A participant shall maintain high standards of integrity in all its dealings with its clients and other intermediaries, in the conduct of its business.
4. A participant shall be prompt and diligent in opening of a beneficial owner account, dispatch of the dematerialisation request form, rematerialisation request form and execution of debit instruction slip and in all the other activities undertaken by him on behalf of the beneficial owners.
5. A participant shall endeavour to resolve all the complaints against it or in respect of the activities carried out by it as quickly as possible, and not later than one month of receipt.
6. A participant shall not increase charges/fees for the services rendered without proper advance notice to the beneficial owners.
7. A participant shall not indulge in any unfair competition, which is likely to harm the interests of other participants or investors or is likely to place such other participants in a disadvantageous position while competing for or executing any assignment.
8. A participant shall not make any exaggerated statement whether oral or written to the clients either about its qualifications or capability to render certain services or about its achievements in regard to services rendered to other clients.
9. A participant shall not divulge to other clients, press or any other person any information about its clients which has come to its knowledge except with the approval/authorisation of the clients or when it is required to disclose the information under the requirements of any Act, Rules or Regulations.
10. A participant shall co-operate with SEBI as and when required.
11. A participant shall maintain the required level of knowledge and competency and abide by the provisions of the Act, Rules, Regulations and circulars and directions issued by the Board. The participant shall also comply with the award of the Ombudsman passed under the Securities and Exchange Board of India (Ombudsman) Regulations, 2003.
12. A participant shall not make any untrue statement or suppress any material fact in any documents, reports, papers or information furnished to SEBI.
13. A participant shall not neglect or fail or refuse to submit to SEBI or other agencies with which it is registered, such books, documents, correspondence, and papers or any part thereof as may be demanded/requested from time to time.
14. A participant shall ensure that SEBI is promptly informed about any action, legal proceedings, etc., initiated against it in respect of material breach or non-compliance by it, of any law, Rules, regulations, directions of the Board or of any other regulatory body.
15. A participant shall maintain proper inward system for all types of mail received in all forms.
16. A participant shall follow the maker—checker concept in all of its activities to ensure the accuracy of the data and as a mechanism to check unauthorised transaction.
17. A participant shall take adequate and necessary steps to ensure that continuity in data and record keeping is maintained and that the data or records are not lost or destroyed. It shall also

ensure that for electronic records and data, up- to- date back up is always available with it.

18. A participant shall provide adequate freedom and powers to its compliance officer for the effective discharge of his duties.
19. A participant shall ensure that it has satisfactory internal control procedures in place as well as adequate financial and operational capabilities which can be reasonably expected to take care of any losses arising due to theft, fraud and other dishonest acts, professional misconduct or omissions.
20. A participant shall be responsible for the acts or omissions of its employees and agents in respect of the conduct of its business.
21. A participant shall ensure that the senior management, particularly decision makers have access to all relevant information about the business on a timely basis.
22. A participant shall ensure that good corporate policies and corporate governance are in place.

**Para 5 (1) (b) of Investor Charter**

<b>Offline Mode<sup>9</sup>:</b>	
<b>Query / Complaint form – for Depository Services</b>	
Date:	
Name of the Investor:	
Demat Account no: DP ID: IN	
Client ID	
Mobile no:	
PAN:	
Type & Sub-type of Query/Complaint:	
Query / Complaint in detail:	
<b>Note:</b> For trading and broking related queries/complaints, you may approach your stockbroker or exchange, where a stockbroker is a member. Trading and broking related query and complaint doesn't fall under the purview of depository. <b>Name and signature of Demat account holder/s:</b> _____	

## INVESTOR CHARTER – STOCK BROKERS

### VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors

### MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.

### Services provided to Investors

- a) Execution of trades on behalf of investors.
- b) Issuance of Contract Notes.
- c) Issuance of intimations regarding margin due payments.
- d) Facilitate execution of early pay-in obligation instructions.
- e) Settlement of client's funds.
- f) Intimation of securities earmarked held in Client Unpaid Securities Pledgee Account (CUSPA) Account.
- g) Issuance of retention statement of funds.
- h) Risk management systems to mitigate operational and market risk.
- i) Facilitate client profile changes in the system as instructed by the client.
- j) Information sharing with the client w.r.t. exchange circulars.
- k) Redressal of Investor's grievances.

### Rights of Investors

- a) **Ask** for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- b) **Receive** complete information about the risks, obligations, and costs of any investment before investing.
- c) **Receive** recommendations consistent with your financial needs and investment objectives.
- d) **Receive** a copy of all completed account forms and agreements.
- e) **Receive** account statements that are accurate and understandable.
- f) **Understand** the terms and conditions of transactions you undertake.
- g) **Access** your funds in a timely manner and receive information about any restrictions or limitations on access.
- h) **Receive** complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- i) **Discuss** your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

## Various activities of Stock Brokers with timelines

S.No	Activities	Expected Timelines
1	KYC entered into KRA System and CKYCR	10 days of account opening
2	Client Onboarding	Immediate, but not later than one week
3	Order execution	Immediate on receipt of order, but not later than the same day
4	Allocation of Unique Client Code	Before trading
5	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6	Issuance of contract notes	24 hours of execution of trades
7	Collection of upfront margin from client	Before initiation of trade
8	Issuance of intimations regarding other margin due payments	At the end of the T day
9	Settlement of client funds	For clients, who have opted for Monthly settlement, running account shall be settled on first Friday of every month. For all the clients the running account of funds shall be settled on first Friday of the Quarter (i.e., Apr-Jun, Jul-Sep, Oct-Dec, Jan-Mar). If consent not given for RAS – within 24 hours of pay-out
10	'Statement of Accounts' for Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)
11	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12	Issuance of Annual Global Statement	30 days from the end of the financial year
13	Investor grievances redressal	21 days from the receipt of the complaint

## Dos and DON'Ts for Investors

S.No	Dos	DON'Ts
1	Read all documents and conditions being agreed before signing the account opening form.	Do not deal with unregistered stock broker.
2	Receive a copy of KYC, copy of account opening documents and Unique Client Code.	Do not forget to strike off blanks in your account opening and KYC.
3	Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes.	Do not submit an incomplete account opening and KYC form.
4	Receive all information about brokerage, fees and other charges levied.	Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.
5	Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.	Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.
6	If executed, receive a copy of Power of Attorney /DDPI However, Power of Attorney/DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of	Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.

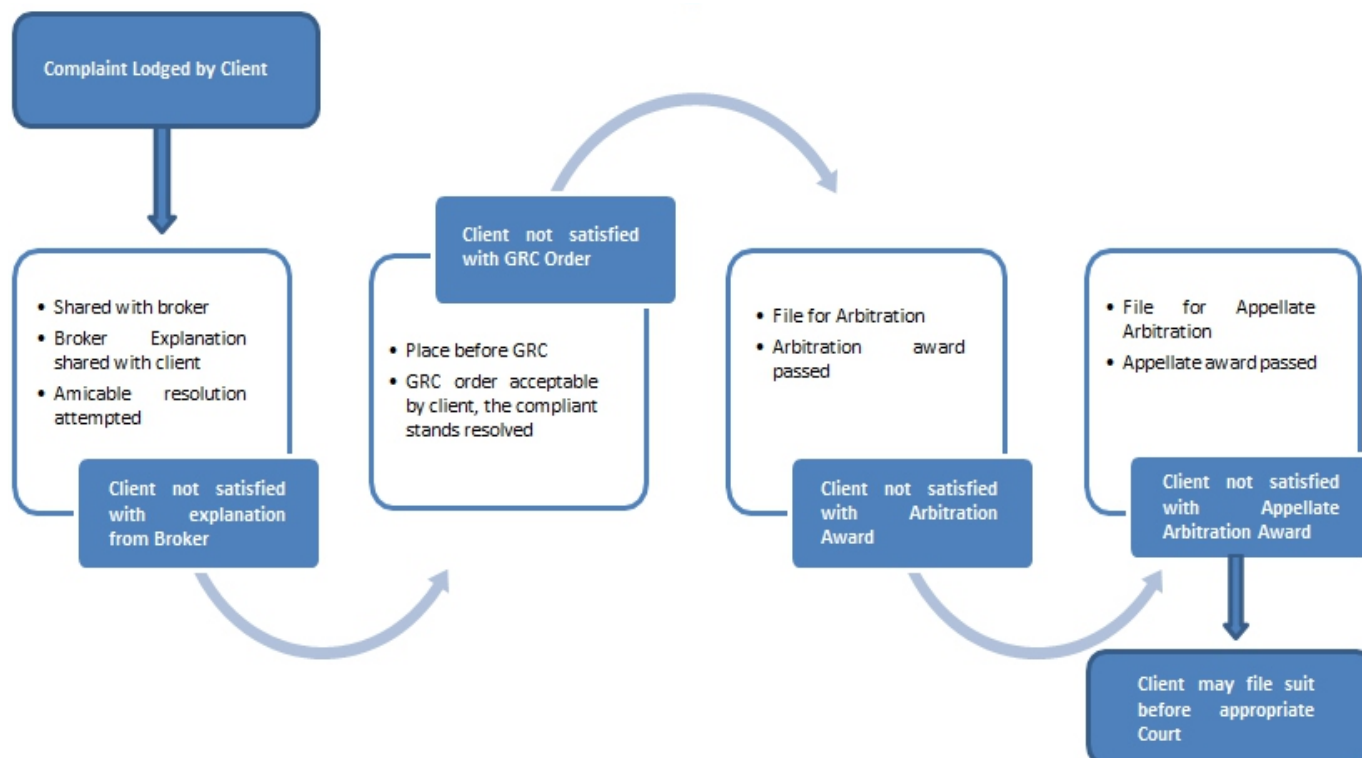


S.No	Dos	DON'Ts
7	Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades.	Do not opt for digital contracts, if not familiar with computers.
8	Receive funds and securities / commodities on time within 24 hours from pay-out.	Do not share trading password.
9	Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.	Do not fall prey to fixed / guaranteed returns schemes.
10	Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days).	Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.
11	In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.	Do not follow herd mentality for investments. Seek expert and professional advice for your investments.

### Grievance Redressal Mechanism

Level 1	Approach the A.K. Stockmart Private Limited at the designated Investor Grievance e-mail ID i.e. <a href="mailto:investorgrievance@akgroup.co.in">investorgrievance@akgroup.co.in</a> The A.K. Stockmart Private Limited will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.
Level 2	Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

### Complaints Resolution Process at Stock Exchange explained graphically:





## Timelines for complaint resolution process at Stock Exchanges against stock brokers

S.No	Type of Activity	Timelines for activity
1	Receipt of Complaint	Day of complaint (C Day).
2	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3	Registration of the complaint and forwarding to the stock broker.	C+8 Working Days i.e. T day.
4	Amicable Resolution.	T+15 Working Days.
5	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T+16 Working Days.
6	Complete resolution process post GRC.	T + 30 Working Days.
7	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.
8	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order
10	If intention from stock broker is received and the GRC order amount is upto Rs.20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF). The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11	Stock Broker shall file for arbitration	Within 6 months from the date of GRC recommendation
12	In case the stock broker does not file for arbitration within 6 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

## Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

### Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.

**Level 3** – The complaint not redressed at Stock Broker / Stock Exchange level, may be lodged with SEBI on SCORES 2.0 (a web based centralized grievance redressal system of SEBI) @ <https://scores.sebi.gov.in/>

**A. K. GROUP**  
**ACCOUNT OPENING CHECKLIST TRADING / DEMAT**  
**IMPORTANT NOTES. REQUIREMENTS ARE AS PER CDSL,CVL AND SEBI GUIDELINES**  
**IF PROOF TYPE IS SUBMITTED AS BELOW, THEN IT SHOULD FULFILL THE MENTIONED CRITERIA'S**

PROOF TYPE	REQUIREMENTS	ID PROOF
PAN Card	Coloured Photocopy preferred	Following particulars mentioned in the form shall match/ verifiable with the proof produced:  (i) Name; (ii) Date of Birth; (iii) Signatures, if available on proof; (iv) Photograph.
Passport	1. Photocopy of Name and Address page (2 pages) 2. Valid for atleast next 6 months.	
Driving License	1. Photocopy of Name and Address page 2. Valid for atleast next six months from the date of application 3. Learning License is Not Acceptable	
Voter ID	1. Photocopy of Name and Address page (2 pages) 2. Coloured Photo Copy preferred.	
Aadhar	1. Coloured Photo Copy Preferred 2. Card (front and reverse)	
Ration Card	1. Photocopy of Name/Address and family members list page 2	NA
Telephone / Gas / Electricity Bills	1. The Proof should not be more than 2 months old 2. Gas Online bill / Receipt	NA
Bank Statement	1. Original Bank Statement 2. Latest 2 months transactions 3. Bank Attestation is mandatory where the bank statement does not contain pre-printed bank logo, address and other relevant details about the bank. (Bank Attestation should contain Authorized Signatory of bank with Name and Employee Code Bank seal)"	NA
Bank Passbook	Bank Passbook containing: 1. Bank Details 2. Client Details 3. Latest 2 months transactions 4. Bank Attestation is Mandatory where the bank statement does not contain pre printed bank logo, address and other relevant details about the bank. (Bank Attestation should contain Authorized Signatory of Bank with Name and Employee Code and Bank Seal)	NA
Cancelled Cheque	Original Cancelled Cheque Leaf	NA
Bank Verification Letter	1. Should be on Letter head of the Bank (Original) 2. Bank Attestation should contain Authorized signatory of bank with Name and Employee Code and Bank seal 3. Client Name, Account Number, Address Signature, Account Type, IFSC, MICR.	Following particulars mentioned in the form shall match with the proof produced: 1. Client's Latest photo should be attested by bank; 2. Client Name; 3. Bank A/c no; 4. Address.
GST (if applicable)	Proof of registration	Proof of registration

1. Ensure the details mentioned in the proof submitted matches with the form filled-up by you as per the Checklist mentioned hereinabove.
2. All proofs, photographs and signature on the form should be clearly visible and should be self- attested by client.
3. Coloured photocopies are preferred.
4. Proofs submitted should be compulsory in A4 size Paper.
5. The A/c opening form should be filled- in BLACK INK and CAPITAL LETTERS ONLY with following check-points:
  - a. Name and Signature of the Client wherever provided
  - b. Address- as it appears on the address proof. In case permanent& correspondence addresses are different, make sure to provide address proof for each of them
  - c. N.A. mentioned at all places not applicable to the client.
  - d. White-ink is not allowed either on form or on agreement. All corrections shall be countersigned with full signature.
6. In-person Verification, PAN & Document verification from original has to be done by SEBI registered Authorised Person only.
7. In case of DP in joint names, all the proofs; PAN card and address proof- should be provided for the all the joint holder(s)
8. All photocopies shall be clearly visible and affix stamp wherever required
9. Affix proper stamp.
10. The letters written/ appearing shall be clearly visible



# A. K. STOCKMART PRIVATE LIMITED

601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)  
Ph.: 022-67546500 / 66349300 Fax : 022-66100594 Email Id: dp@akgroup.co.in / stockmart@akgroup.co.in  
CIN: U67120MH2006PTC158932



## CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual

### Important Instructions:

- A) Fields marked with "\*" are mandatory fields.  
 B) Tick '✓' wherever applicable.  
 C) Please fill the form in English and in BLOCK letters.  
 D) Please fill the date in DD-MM-YYYY format.  
 E) For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated.  
 F) Please read section wise detailed guidelines / instructions at the end.  
 G) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.  
 H) List of two character ISO 3166 country codes is available at the end.  
 I) KYC number of applicant is mandatory for update application.  
 J) The 'OTP based E-KYC' check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode

### For office use only

(To be filled by financial institution)

Application Type\*

☐ New ☐ Update

KYC Number

(Mandatory for KYC update request)

Account Type\*

☐ Normal ☐ Minor ☐ Aadhaar OTP based E-KYC (in non-face to face mode)

### ☐ 1. PERSONAL DETAILS\* (Please refer instruction A at the end)

☐ Name\* (Same as ID proof)

Maiden Name

Father / Spouse Name

Mother Name

Date of Birth\*

Gender\* ☐ M- Male ☐ F- Female ☐ T-Transgender

PAN\*

Form 60 furnished ☐

**MARITAL STATUS** ☐ Single ☐ Married

**NATIONALITY** ☐ Indian ☐ Other

**RESIDENTIAL STATUS** ☐ Resident Individual ☐ Non Resident Indian ☐ Foreign National ☐ Person of Indian Origin

### ☐ 2. PROOF OF IDENTITY AND ADDRESS\* (Please refer instruction B at the end)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number  (Expiry Date)
- ☐ B-Voter ID Card
- ☐ C-Driving Licence  (Expiry Date)
- ☐ D-NREGA Job Card
- ☐ E-National Population Register Letter
- ☐ F-Proof of Possession of Aadhaar

II ☐ E-KYC Authentication

III ☐ Offline verification of Aadhaar

**Address Type\*** ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

**Address**

Line 1\*

Line 2

Line 3

District\*  Pin/Post Code\*  City / Town / Village\*  State/U.T Code\*  ISO 3166 Country Code\*

☐ PHOTO\*



PLEASE SIGN ACROSS THE PHOTOGRAPH

### ☐ 3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)

☐ Same as above mentioned address (In such cases address details as below need not be provided)

I. Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number
- ☐ B-Voter ID Card
- ☐ C- Driving Licence
- ☐ D-NREGA Job Card
- ☐ E- National Population Register Letter
- ☐ F - Proof of Possession of Aadhaar

II ☐ E-KYC Authentication

III ☐ Offline verification of Aadhaar

IV ☐ Deemed Proof of Address - Document Type code

V ☐ Self Declaration

**Address Type\*** ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Line 1\*

Line 2

Line 3

District\*  Pin / Post Code\*  City / Town / Village\*  State/U.T Code\*  ISO 3166 Country Code\*

Note:

In case of Joint Holder(s), please fill this form (Front & Back) separately

Applicant  
e-SIGN

[illegible]

Gross Annual Income (As on date \_\_/\_\_/\_\_) (please specify): Income Range per annum:  
☐ Below Rs 1 Lakh ☐ 1- 5 Lakhs ☐ 5-10 Lakhs ☐ 10-25 Lakhs ☐ > 25 Lakhs

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.

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Applicant Wet - Signature

[illegible]

Documents Received ☐ Certified Copies ☐ E-KYC data received from UIDAI ☐ Data received from Offline verification ☐ Digital KYC Process  
☐ Equivalent e-document ☐ Video Based KYC

[illegible]

Name	A. K. STOCKMART PRIVATE LIMITED
Code	IN0579



**A Clarification / Guidelines on filling 'Personal Details' section**

- 1 Name: The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 One the following is mandatory : Mother's name, Spouse's name, Father's name.

**B Clarification / Guidelines on filling 'Current Address details' section**

- 1 In case of deemed PoA such as utility bill, etc. or self declaration, the document need not be uploaded on CKYCR
- 2 PoA to be submitted only if the submitted Pol does not have current address or address as per Pol is invalid or not in force.
- 3 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 4 In Section 2, one of I, II, and III is to be selected. In case of online E-KYC authentication, II is to be selected.
- 5 In Section 3, one of I, II, III and IV is to be selected. In case of online E-KYC authentication, II is to be selected.
- 6 List of documents for 'Deemed Proof of Address':

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal tax receipt.
03	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
04	Letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting official accommodation.
7	Regulated Entity (RE) shall redact (first 8 digits) of the Aadhaar number from Aadhaar related data and documents such as proof of possession of Aadhaar, while uploading on CKYCR.
8	"Equivalent e-document" means an electronic equivalent of a document, issued by the issuing authority of such document with its valid digital signature including documents issued to the digital locker account of the client as per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016.
9	'Digital KYC process' has to be carried out as stipulated in the PML Rules, 2005.
10	REs may use the Self Declaration check box where Aadhaar authentication has been carried out successfully for a client and client wants to provide a current address, different from the address as per the identity information available in the Central Identities Data Repository

**C Clarification / Guidelines on filling 'Contact details' section**

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

**D Clarification / Guidelines on filling 'Related Person details' section**

- 1 Provide KYC number of related person, if available.

**E Clarification on Minor**

- 1 Guardian details are optional for minors above 10 years of age for opening of bank account only
- 2 However, in case guardian details are available for minor above 10 years of age, the same (or CKYCR number of guardian) is to be uploaded.

**List of two digit state / U.T codes as per Indian Motor Vehicle Act, 1988**

State/U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra & Nagar Haveli and Daman & Diu	DD	Maharashtra	MH	Uttar Pradesh	UP
Ladakh	LA	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

**List of ISO 3166 two digit Country Code**

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Åland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GO	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Island	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Island	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Moyotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SI
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	MZ	Taiwan province of china	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hongkong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
Chile	CL	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of the	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Cote d'Ivoire ICote d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion IReunion	RE	Virgin Island, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Cuba	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curacao ICuracao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy ISaint BartheJemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kittsand Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French Part)	MF		





# A. K. STOCKMART PRIVATE LIMITED

601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)  
 Ph.: 022-67546500 / 66349300 Fax : 022-66100594 Email Id: dp@akgroup.co.in / stockmart@akgroup.co.in  
 CIN: U67120MH2006PTC158932



## Annexure A1

### CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Related Person

#### Important Instructions:

- A) Fields marked with "\*" are mandatory fields.  
 B) Tick '✓' wherever applicable.  
 C) Please fill the form in English and in BLOCK letters.  
 D) Please fill the date in DD-MM-YYYY format.  
 E) For particular section update, please tick (✓) in the box section number and strike off the sections not required to be updated  
 F) Please read section wise detailed guidelines / instructions at the end.  
 G) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.  
 H) List of two character ISO 3166 country codes is available at the end.  
 I) KYC number of applicant is mandatory for update application.

For office use only Application Type\* ☐ New ☐ Update ☐ Delete  
 (To be filled by financial institution) KYC Number  (Mandatory for KYC update request)

#### ☐ 1. DETAILS OF RELATED PERSON (Please refer instruction D & E at the end)

☐ Addition of Related Person ☐ Deletion of Related Person ☐ Updation KYC Number of Related Person (if available\*)

Related Person Type\* ☐ Guardian of Minor ☐ Assignee ☐ Authorized Representative  
 Name\* Prefix  First Name  Middle Name  Last Name   
 (If KYC number and name are provided, below details are optional)  
 Maiden Name   
 Father / Spouse Name   
 Mother Name   
 Date of Birth\*  DD -  MM -  YYYY  
 Gender\* ☐ M- Male ☐ F- Female ☐ T-Transgender  
 PAN\*  ☐ Form 60 furnished  
**MARITAL STATUS** ☐ Single ☐ Married  
**NATIONALITY** ☐ Indian ☐ Other   
**RESIDENTIAL STATUS** ☐ Resident Individual ☐ Non Resident Indian ☐ Foreign National ☐ Person of Indian Origin

#### ☐ 2. PROOF OF IDENTITY AND ADDRESS\*

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number  (Expiry Date)   
☐ B-Voter ID Card   
☐ C- Driving Licence  (Expiry Date)   
☐ D-NREGA Job Card   
☐ E- National Population Register Letter   
☐ F - Proof of Possession of Aadhaar   
 II ☐ E-KYC Authentication   
 III ☐ Offline verification of Aadhaar

☐ PHOTO\*



Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified  
 Address

Line 1\*   
 Line 2   
 Line 3  City / Town / Village\*   
 District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

#### ☐ 3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)

☐ Same as above mentioned address (In such cases address details as below need not be provided)

I Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

- ☐ A- Passport Number   
☐ B-Voter ID Card   
☐ C- Driving Licence   
☐ D-NREGA Job Card   
☐ E- National Population Register Letter   
☐ F - Proof of Possession of Aadhaar   
 II ☐ E-KYC Authentication   
 III ☐ Offline verification of Aadhaar   
 IV ☐ Deemed Proof of Address - Document Type code

Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Address

Line 1*																											
Line 2																											
Line 3																											
District*							Pin / Post Code*							State / U.T Code*				ISO 3166 Country Code*									

4. CONTACT DETAILS

Tel. (Off)							Tel. (Res)							Mobile													
Email ID																											

5. REMARKS (If any)


6. APPLICANT 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.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.
- I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Date : 

--	--	--	--	--	--	--	--

 Place : 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Applicant e-SIGN

Applicant Wet - Signature

7. ATTESTATION / FOR OFFICE USE ONLY

Documents Received ☐ Certified Copies ☐ E-KYC data received from UIDAI ☐ Data received from Offline verification ☐ Digital KYC Process  
☐ Equivalent e-document ☐ Video Based KYC

IPV DONE & KYC VERIFICATION CARRIED OUT BY

Date										
Emp. Name										
Emp. Code										
Emp. Designation										
Emp. Branch										

[Employee Signature]

INSTITUTION DETAILS

Name **A. K. STOCKMART PRIVATE LIMITED**  
Code **IN0579**



[Institution Stamp]



# FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) & COMMON REPORTING STANDARDS (CRS) FOR INDIVIDUAL ACCOUNT

(Please consult your professional tax advisor for future guidance on your tax residency, if required) - FIRST/ SOLE APPLICANT

Name of Entity:			
Father's Name:			
PAN:		Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender
Address of Tax residence would be taken as available in KRA database. In case of any change please approach KRA & notify the changes Type of Address given at KRA: <input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office			
Date of Birth:		Place of Birth:	
Country of Birth:		Nationality:	
Are you Tax Resident of any country other than India? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please indicate all countries in which entity is a resident for tax purpose and the associated tax ID number below:			
Country/(ies) of Tax residency	Tax Identification Number%	Identification Type (TIN or Other, please specify)	
#To also include USA, where the individual is a citizen/ green card holder of USA. %In case Tax Identification Number is not available, kindly provide its functional equivalent\$			

## CERTIFICATIONS

I/We have understood the information requirements of this Form (read along with the FATCA & CRS instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

Date:  DD -  MM -  YYYY Place:

(Signature and Stamp)

Signature of Client

Note: In case of joint applicant/ co-applicant, kindly execute separate form.

## FATCA – CRS TERMS AND CONDITIONS

The Central Board of Direct Taxes (CBDT) has notified Rules 114F to 114H, as part of the Income Tax Rules, 1962, which Rules require Indian Financial Institutions such as Financial Intermediates and Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentations from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e. within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with group entities of A.K. Stockmart Private Limited. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

## **FATCA – CRS INSTRUCTIONS**

If you have any questions about your Tax residency, please contact your tax advisor. If you are a US citizen or resident or greencard holder, please include United States in the Foreign Country information field along with your US Tax identification Number.

It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

<b>FATCA/ CRS Indicia observed (ticked)</b>	<b>Documentation required for Cure of FATCA/ CRS indicia</b>
U.S. place of birth	<ol style="list-style-type: none"> <li>1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose;</li> <li>2. Non-US passport or any non-US government issued document evidence nationality or citizenship (refer list below); AND</li> <li>3. Any one of the following documents: <ol style="list-style-type: none"> <li>a) Certified Copy of "Certificate of Loss of Nationality or</li> <li>b) Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or Reason the customer did not obtain U.S. citizenship at birth</li> </ol> </li> </ol>
Residence/ mailing address in a country other than India	<ol style="list-style-type: none"> <li>1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Telephone number in a country other than India (and no telephone number in India provided)	<ol style="list-style-type: none"> <li>1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Telephone number in a country other than India	<p>If no Indian telephone number is provided:</p> <ol style="list-style-type: none"> <li>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>

List of acceptable documentary evidence needed to establish the residence(s) for tax purposes:

1. Certificate of residence issued by an authorized government body\*
  2. Valid identification issued by an authorized government body\* (e.g. Passport, National identity card, etc.)
- \*Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.

# ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT

**A. K. STOCKMART PRIVATE LIMITED**

**FOR INDIVIDUALS**

601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)

Ph.: 022-67546500 / 66349300 Fax : 022-67544666 Email Id: dp@akgroup.co.in / stockmart@akgroup.co.in CIN: U67120MH2006PTC158932

**(To be Filled by the Depository Participant )**

Application No.		Date	
-----------------	--	------	--

DP Internal Reference No.

NSDL DP	I	N	3	0	4	0	9	6	CLIENT ID								
CDSL DP	1	2	0	5	5	6	0	0	CLIENT ID								

I/We request you to open a depository account in my/our name as per the following: *(Please fill all the details in CAPITAL LETTERS only details):*

<b>A) Details of Accounts holder(s):</b>			
Account Holder(s)	Sole / First Holder	Second Holder	Third Holder
Name			
PAN			
Exchange BSE/NSE			
Clearing Member ID (CM ID)			
Unique Client Code (UCC)			
Aadhar No.			
Occupation (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (please Specify) _____	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (please Specify) _____	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (please Specify) _____
Brief Details:			

**B)** For HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name & PAN of the HUF, Association of Person s (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:

Name		PAN	
------	--	-----	--




<b>C) Type of Account</b>	
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual Promoters <input type="checkbox"/> Individual Margin Trading A/C (MANTRA)	<input type="checkbox"/> Individual -Director <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Minor <input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> NRI	
<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI - Depository Receipts	<input type="checkbox"/> NRI Non Repatriable <input type="checkbox"/> NRI Non Repatriable Promoter <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> FOREIGN NATIONAL	
<input type="checkbox"/> Foreign National <input type="checkbox"/> Qualified Foreign Investor	<input type="checkbox"/> Foreign National- Depository Receipts <input type="checkbox"/> Others (specify) _____

D)	Gross Annual Income Details																	
	Income Range per annum (please tick any one)																	
	<input type="checkbox"/> Below INR 1 Lakh				<input type="checkbox"/> INR 1 - 5 Lakhs				<input type="checkbox"/> INR 5 - 10 Lakhs									
	<input type="checkbox"/> INR 10 - 25 Lakhs				<input type="checkbox"/> More than INR 25 Lakhs													
I /We would like to instruct the DP to accept all the Pledge Instructions in my /our account without any other further instruction from my /our end. (If not marked, the default option would be 'No')											<input type="checkbox"/> YES <input type="checkbox"/> NO							
Account Statement Requirement			<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly															
I / We would like to receive the Annual Report			<input type="checkbox"/> Physical / <input type="checkbox"/> Electronic/ <input type="checkbox"/> Both Physical & Electronic															
I/ We would like to share the email ID with the RTA								<input type="checkbox"/> Yes <input type="checkbox"/> No										
Do you wish to receive dividend/ interest directly into your bank account given below through ECS ? (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]											<input type="checkbox"/> YES <input type="checkbox"/> NO							
E)	In case of NRIs/ Foreign Nationals																	
	RBI Approval Reference Number																	
	RBI Approval date																	
F)	Bank Details*																	
	Bank Account Type		<input type="checkbox"/> Saving Account				<input type="checkbox"/> Current Account				Other (please Specify) _____							
	Bank Account Number																	
	Bank Name																	
	Branch Address																	
			City/town/village				Pin code				State				Country			
	MICR Code																	
IFSC																		
G)	Please tick, if applicable : <input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)																	
H)	<b>Standing Instructions</b>																	
	I/We authorize you to receive credits automatically into my/our account											<input type="checkbox"/> Yes <input type="checkbox"/> No						
	Account to be operated through <input type="checkbox"/> Power of Attorney (POA) <input type="checkbox"/> DDPI <input type="checkbox"/> POA & DDPI											<input type="checkbox"/> Yes <input type="checkbox"/> No						
	<b>SMS Alert facility:</b> [Mandatory if you are giving Power of Attorney (POA) /DDPI Ensure that the mobile number is provided in the KYC Application Form]											<input type="checkbox"/> Yes <input type="checkbox"/> No						
	<b>Holder</b>											<b>Yes      No</b>						
	Sole/ First Holder											<input type="checkbox"/> <input type="checkbox"/>						
	Second Holder											<input type="checkbox"/> <input type="checkbox"/>						
	Third Holder											<input type="checkbox"/> <input type="checkbox"/>						

	Mode of receiving statement of account (Tick any one)	<input type="checkbox"/> Physical Form	
		<input type="checkbox"/> Electronic Form [Read Note and ensure that email ID is provided in KYC Application Form].	
I)	For Joint accounts, communication to be sent to (See Note 5)	<input type="checkbox"/> First Holder	<input type="checkbox"/> All Joint Account Holder's
J)	<b>Guardian Details</b> (where sole holder is a minor): [For account of a minor, two KYC Application Forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)]		
	Guardian Name		
	PAN		
	Relationship of guardian with minor		
K)	<b>Nomination option</b> <input type="checkbox"/> I/We wish to make a nomination. <b>[Details to be provided in Annexure - A]</b>		
	<input type="checkbox"/> I/We do not wish to make a nomination. <b>[Declaration to be provided in Annexure - B]</b>		
L)	<b>CDSL Easi</b>	To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online	
M)	<b>Mode Of Operations For Joint Accounts</b>	<input type="checkbox"/> Jointly	<input type="checkbox"/> Anyone of the holder or survivor(s)
If Mode of Operation for Joint Account is chosen as anyone of the holder or survivor(s), only specified operations such as transfer of securities including Inter-Depository Transfer, pledge / hypothecation / margin pledge / margin re-pledge (creation, closure and invocation and confirmation thereof as applicable) of securities and freeze/unfreeze of account and / or securities and / or specific number of securities will be permitted.			

### Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. 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. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

Name(s) of holder	Signature(s) of holder
Sole/ First Holder/ Guardian (in case sole holder is minor) (Mr./Mrs./Ms.)	
Second Holder (Mr./Mrs./Ms.)	
Third Holder (Mr./Mrs./Ms.)	

#### Notes :

- All communication shall be sent at the address of the Sole/First holder only.
- Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
- For receiving Statement of Account in electronic form:
  - Client must ensure the confidentiality of the password of the email account.
  - Client must promptly inform the Participant if the email address has changed.
  - Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
- In case of joint account, on death of any of the joint account holders, the surviving account holder(s) has to inform Participant about the death of account holder(s) with required documents within one year of the date of demise.
- In case if 'first holder' is selected, the communication will be sent as per the

#### \* For Bank Details (Point F)

- Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- Photocopy of the Bank Statement having name and address of the BO
- Photocopy of the Passbook having name and address of the BO, (or)

preference mentioned at Sr. No. 4. In case 'All joint account holders' is opted, communication to first holder will be sent as per the preference mentioned at Sr. No. 4 and communication to other holders will be in electronic mode. The default option will be communication to 'first holder', if no option selected.

- Strike of whichever is not applicable.
- An email ID viz. [report-mktmanipulation@nsdl.com](mailto:report-mktmanipulation@nsdl.com) is created by NSDL for receiving complaints exclusively related to surveillance activities. On aforesaid email ID, complaints can be lodged with respect to market manipulation/fraudulent activities in the market or against Depository Participants. The aforesaid email ID is also displayed on NSDL website under section "Investors" (<https://nsdl.co.in/nsdlnews/investors.php>).

(iv) Letter From the Bank

In case of Option (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

## INSTRUCTIONS FOR APPLICANT(S)

### 1. Bank Statement as Proof of Address in the form of:

- a) Computer – generated statement without signature/stamp of the bank (showing the name and address of the BO and bank transactions during a period, printed on the Bank stationery) can be accepted as a valid proof of address only if duly attested by the concerned bank under the Stamp and signature of the bank official.

OR

- b) Original bank statement (showing the name of the BO, address of the BO and bank Transactions during a period, printed on the bank stationery) self- attested by the BO along with cancelled cheque (in original) pertaining to the said bank account, without bank attestation as mentioned above, provided that such original bank statement is not more than 3 months old can be accepted as valid proof of address.

OR

- c) A copy of the bank statement along with a copy of a cheque may be taken as proof of Address. The authorized official of the DP shall verify the photocopies of the bank statement and cheque submitted with their corresponding originals and ensure that both, pertain to the same bank account. Thereafter, he shall place his signature, name, date and stamp on them with the remark: "VERIFIED WITH ORIGINAL".

The copy of the bank statement shall clearly display the logo and the name of the bank, the Bo's Name, address, account number and transactions/balance. The date on the bank statement shall not be more than 3 months old, based on the date of receipt of the Account Opening Form. In the case of e- statements, the BO may provide an e-statement of his account as proof of address along with a copy of the cheque only if the name of the accountholder is pre- printed on the cheque.

The bank details (including account number) mentioned on the bank statement shall be identical to The details mentioned on the cheque.

### 2. For Minor Demat Account:

The minor shall be the first and sole holder in the account i.e. there shall not be any joint accounts where a minor is a First Holder. Documents to be obtained are

- a) Birth certificate of minor.  
b) Proof of address and identity documents of the Guardian , as specified above.  
c) One passport size photograph of minor and one of guardian with guardian's signature across the photograph. Guardian shall sign across the photograph of the minor.  
d) PAN Card for minor.  
e) PAN Card for guardian.

### 3. For NRI Demat Account:

In the case of an NRI A/c without repatriation, proof of Indian address has to be given. Further a declaration duly signed by the NRI that he/she has complied with, and will continue to comply with, FEMA regulations and other applicable laws.

## ACKNOWLEDGMENT RECEIPT

### A. K. STOCKMART PRIVATE LIMITED

601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)

Ph.: 022-67546500 / 66349300 Fax : 022-67544666 Email Id: dp@akgroup.co.in / stockmart@akgroup.co.in CIN: U67120MH2006PTC158932

### FOR OFFICE USE ONLY

NSDL DP	I	N	3	0	4	0	9	6	CLIENT ID								
CDSL DP	1	2	0	5	5	6	0	0	CLIENT ID								

Received the application from \_\_\_\_\_ as the Sole /first holder along with \_\_\_\_\_ and \_\_\_\_\_ as the second and third holders respectively for opening of a depository account. Please quote the DP ID and Client ID allotted to you( CM -BP- ID in case of Clearing Members)in all your future correspondence.



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

Participant Stamp & Signature

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## RIGHTS AND OBLIGATIONS DEPOSITORY PARTICIPANT AND BENEFICIAL OWNER AS PRESCRIBED BY SEBI AND DEPOSITORIES

### General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/ Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the tariff Sheet provided by the DP. It may be informed to the beneficial Owner that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/ directions/ notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given notice in writing of not less than thirty days of the Beneficial Owner regarding the same.

### Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

### Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner in prescribed the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye- Laws/Operating Instructions/Business Rules of the Depositories.

### Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the Basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

### Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.



14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

#### **Manner of Closure of Demat account**

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### **Default in payment of charges**

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clauses 5 & 6 within the period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5 & 6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### **Liability of the Depository**

21. As per Section 16 of Depositories Act, 1996,
  1. Without prejudice the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  2. Where the loss due to negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### **Freezing/ Defreezing of accounts**

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on the receipt of instructions received from any regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

#### **Authorized representative**

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

## **Law and Jurisdiction**

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribe under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined here in shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued ther under by the depository and /or SEBI.
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. 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 Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
32. Participants shall execute 'non-pay in' related instructions on the same day or on the next working day from the date of submission of instruction by the Client. Further, if the date of submission and the execution date are same, Participants may execute such instructions on the same day on a "best effort basis" at Client's risk.

## **Additional Rights & Obligations**

The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

## TARIFF FOR DEPOSITORY SERVICES

Depository	NSDL	CDSL
Particulars	Amount (In INR)	Amount (In INR)
Documentation Charges	NIL	NIL
<b>Account Maintenance Charges (p.a.)</b>		
For Individuals	NIL	NIL
For Non Individuals	800.00	800.00
<b>Per Transaction Charges (On Debits)</b>		
Within A. K. Stockmart Private Limited	0.01% (Min. Rs.25 & Max. Rs.500)	0.01% (Min. Rs.25 & Max. Rs.500)
Outside A. K. Stockmart Private Limited	0.01% (Min. Rs.50 & Max. Rs.500)	0.01% (Min. Rs.50 & Max. Rs.500)
Depository Note on Settlement fees for Debit Instructions	A settlement fee at the rate of Rs 4.00 per debit instruction is being charged by the Depository to the Participant.	CDSL Note: A settlement fee at the rate of Rs 3.50 per debit instruction is being charged by the Depository to the Participant. along with: Discount of Rs. 0.25 per debit transactions done by female demat account holders (as sole holder or first holder) and transaction in Mutual Fund and Bond ISINs.
Dematerialization	2/- per Certificate + 20/- per Demat request	2/- per Certificate + 20/- per Demat request
Rematerialization	25/- per Remat request	25/- per Remat request
<b>Pledge and Invocation</b>		
Pledge Creation (For Pledgor)	0.01% (Min. Rs.100 per transaction)	0.01% (Min. Rs.100 per transaction)
Unpledge Request (For Pledgor)	0.01% (Min. Rs.100 per transaction)	0.01% (Min. Rs.100 per transaction)
Invocation (For Pledgee)	0.01% (Min. Rs.100 per transaction)	0.01% (Min. Rs.100 per transaction)
Account Closure Charges	NIL	NIL



Signature of 1st Holder



Signature of 2nd Holder



Signature of 3rd Holder

### Notes for the above mentioned charges:

1. Taxes as applicable will be charged separately.
2. All charges are subject to revision made by regulatory authorities and / or A. K. Stockmart Private Limited
3. Charges are quoted for services listed, any service not listed will be charged separately.
4. All the statutory & regulatory levies will be charged to client at actual.
5. Power of Attorney /DDPI (if executed) in favour of A. K. Stockmart Pvt. Ltd. shall be charged at such rates as may be prescribed by government from time to time.



**A. K. STOCKMART PRIVATE LIMITED**

Registered Office: 30-39, Free Press House, 3rd Floor, Free Press Journal Marg, 215, Nariman Point, Mumbai - 400021  
 Tel.: +91 (022) 67546500 / 66349300 | Fax: + 91 (022) 67544666 | Email: dp@akgroup.co.in | stockmart@akgroup.co.in  
 CIN: U67120MH2006PTC158932



BSE &amp; NSE SEBI Registration Number INZ000240830

CDSL DP ID No. 12055600 SEBI Reg. No. IN-DP-481-2020  
 NSDL DP ID No. IN304096 SEBI Reg. No. IN-DP-481-2020

**Nomination Form - (To be filled in by individual applying singly or jointly)**  
**Annexure - A - Format for providing Nomination**

Name(s) of holder(s)		Signature(s) of holder
Sole/ First Holder/ Guardian ( <i>in case sole holder is minor</i> ) (Mr./Ms.)		X
Second Holder (Mr./Ms.)		X
Third Holder (Mr./Ms.)		X

\* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

**Note:**

This nomination shall supersede any prior nomination made by the account holder(s), if any.

The Trading Member / Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)

Signature of Witness for Nomination			
Name of the Witness	Address	Signature of witness	
		X	
		DATE	



Registered Office: 601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)  
Tel.: +91 (022) 67546500 / 66349300 | Fax: + 91 (022) 67544666



BSE & NSE SEBI Registration Number INZ000240830

CDSL DP ID No. 12055600 SEBI Reg. No. IN-DP-481-2020  
NSDL DP ID No. IN304096 SEBI Reg. No. IN-DP-481-2020

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

### Declaration Form for opting out of nomination

[Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

UCC		NSDL DP ID	I	N	3	0	4	0	9	6	CLIENT ID								
PMS Code		CDSL DP ID	1	2	0	5	5	6	0	0	CLIENT ID								

Sole/First Holder Name	
Second Holder Name	
Third Holder Name	

I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our Trading / Demat / PMS Account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / Trading / Demat / PMS account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the Trading / Demat / PMS account.

Holder(s)*	Name	Signature
First Holder		X 
Second Holder		X 
Third Holder		X 

\* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

Signature of Witness for Nomination		
Name of the Witness	Address	Signature of witness
		X
		DATE

#### Note:

This nomination shall supersede any prior nomination made by the account holder(s), if any.

The Trading Member / Depository Participant / Portfolio Manager shall provide acknowledgement of the nomination form to the account holder(s)

## CONSENT/AUTHORISATION FOR RECEIVING DOCUMENTS /REPORTS IN ELECTRONIC MODE

To,

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

A. K. Stockmart Private Limited  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

Subject: Consent to receive documents/report in electronic mode for Beneficiary Owner (BO) Account No.




I/ We hereby authorize A. K. Stockmart Private Limited to send following documents/ reports through mode selected below for above mentioned Beneficiary account with you.

<b>Beneficiary Owner (BO) related reports</b> a) Statement Holding & transactions statement b) Statement Accounts c) other relevant documents supplementing any / all of the above	Physical <input type="checkbox"/>	Electronic <input type="checkbox"/>
<b>Account opening Documents</b> a) Rights & obligation of beneficial owner & depository participant as prescribed by SEBI depositories b) other relevant documents supplementing any / all of the above	Physical <input type="checkbox"/>	Electronic <input type="checkbox"/>

Please note my email ID \_\_\_\_\_ for sending reports/documents in electronic mode.

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

I/We confirm that the dispatch of any/all of above reports to me/us at above email address shall constitute full and absolute discharge of your obligation to provide me/us with such reports for BO. But, I/We reserve my/our right to receive the physical copy of report despite receiving the same in electronic mode, if such a demand is made in writing to you.

Applicant Name		Signature(s)
First Holder:		
Second Holder:		
Third Holder:		



## **TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FOR CDSL**

### **Definitions:**

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

- 1) "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at Marathon Futurex, A Wing, 25th Floor, Mafatlal Mills Compound, NM Joshi Marg, Parel, Mumbai, Maharashtra 400013 and all its branch offices and includes its successors and assigns.
- 2) 'DP' means depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
- 3) 'BO' means an entity that has opened a demat account with the depository. The terms covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- 4) SMS means "Short Messaging Service".
- 5) "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
- 6) "Service Provider" means a cellular service provider(s) with who the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
- 7) "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

### **Availability:**

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

### **Receiving Alerts:**

- 1) The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
- 2) The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'OFF' mode i.e. unable to receive the alerts then the BO may not get /get after delay any alerts sent during such period.
- 3) The BO also acknowledge that the readability, accuracy and timeliness of providing the service depend on may factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 4) The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and / or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred / suffered by the BO on account of opting to avail SMS alerts facility.

- 5) The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
- 6) The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account / unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints @cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to / transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
- 7) The information sent as an alert on the mobile phone number shall be deemed to have been received by the CBO and the depository shall not be under any obligation to confirm the authenticity of the persons (s) receiving the alert.
- 8) The depository will make best efforts to provide the service. The BO cannot hold the depository / liable for non-availability of the service in any manner whatsoever.
- 9) If the BO finds that the information such as mobile number, etc. has been changed without proper authorization, the BO should immediately inform the DP in writing:

**Fees:**

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

**Disclaimer:**

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

**Liability and Indemnity:**

The depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorised access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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




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

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

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

I/We provide the following information for the purpose of REGISTRATION/MODIFICATION (please strike off whichever is not applicable)

(Please write your 8 digit client ID)

BO ID	1	2	0	5	5	6	0	0									
Mobile Number on which messages are to be sent																	
The Mobile Number is registered in the name of (Mr./Mrs./Ms.)																	
Email ID (Please write only ONE valid Email ID to which communication, if any, is to be sent)																	
Name										Signature							
First Holder:																	
Second Holder:																	
Third Holder:																	

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

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

**TERMS AND CONDITIONS FOR AVAILING TRANSACTION USING  
SECURED TEXTING (TRUST) SERVICE OFFERED BY CDSL**

**1. Definitions:**

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

- i. "Depository" means Central Depository Services (India) Limited (CDSL)
  - ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
  - iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.
  - iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
  - v. "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.
2. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time . Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository
  3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
  4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
  5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.
  6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
  7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.
  8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
  9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP

10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.
12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.
13. Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.
14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.
15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.
16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.
17. Indemnity:  
In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.
18. Disclaimer:  
Depository shall be absolved of any liability in case:-
  - a. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
  - b. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
  - c. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the facility.

**A. K. STOCKMART PRIVATE LIMITED**

601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)  
 Ph.: 022-67546500 / 66349300 Fax : 022-67544666 Email Id: dp@akgroup.co.in / stockmart@akgroup.co.in  
 CIN: U67120MH2006PTC158932



SEBI Regn No. - INZ000240830

CDSL DP ID No. 12055600 SEBI Reg. No. IN-DP-481-2020  
 NSDL DP ID No. IN304096 SEBI Reg. No. IN-DP-481-2020

Application No. : \_\_\_\_\_

**Account Details Addition / Modification / deletion request Form**

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

**Account Holder's Details**

NSDL DP ID	I	N	3	0	4	0	9	6	CLIENT ID								
CDSL DP ID	1	2	0	5	5	6	0	0	CLIENT ID								
Name of the First / Sole holder																	
Name of the Second holder																	
Name of the Third holder																	
Name of Trading Account Holder																	
Trading Code			Branch :						Sub - Broker								

Dear Sir / Madam,

☐ I / We request to carry out the change of **Address / signature in the demat account**☐ I / We request to carry out the change of **Address / signature in the KRA and demat account**

Address Details	Existing Details	New Details
Modification <input type="checkbox"/> Correspondence <input type="checkbox"/> Permanent	Address:	Address:
	City: State:	City: State:
	Country: Pin Code:	Country: Pin Code:
Aadhar No.		

Contact Details	Existing Details	New Details
<input type="checkbox"/> Addition	Tel/Mob. _____	Tel/Mob. _____
<input type="checkbox"/> Modification	Email ID: _____	Email ID: _____

Bank Details	Existing Details	New Details
Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Modification <input type="checkbox"/>	Bank Name & Branch :	Bank Name & Branch :
	A/c No. :	A/c No. :
	A/c type :	A/c type :
	MICR(Mandatory for DP) _____	MICR(Mandatory for DP) _____

DP Details for trading A/c	<input type="checkbox"/> Pay - in <input type="checkbox"/> Payout	<input type="checkbox"/> Pay - in <input type="checkbox"/> Payout
Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Modification <input type="checkbox"/>	DP Name :	DP Name :
	DP ID :	DP ID :
	Client ID :	Client ID :

	First / Sole Holder	Second holder	Third Holder
Name			
Signature * (as per DP)			

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

(As per Trading Account)



**1st Holder**  
 Signature of Client  
 (As per Trading Account)

**Any one Proof required from the following list for fields to be modified****Bank Details** :- Copy of Cheque with the name printed , copy of bank passbook, copy of bank statement of attested by bank authorities not older than 2 months with cancelled cheque**Address Details** :- Copy of Ration card, passport ,Voter Id Card, Driving License, Bank passbook, electricity bill (not more than 2 months old) Telephone bill - Landline (not more than 2 months old).**FOR OFFICE USE ONLY**

Application No.: \_\_\_\_\_

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

We hereby acknowledge the receipt of the your instruction for modification of the following Account subject to verification :-

NSDL DP ID	I	N	3	0	4	0	9	6	CLIENT ID								
CDSL DP ID	1	2	0	5	5	6	0	0	CLIENT ID								
Name of the First / Sole holder																	
Name of the Second holder																	
Name of the Third holder																	

**X**

Depository Participant Seal and Signature



# OPTION FORM FOR ISSUE OF DIS BOOKLET

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

NSDL DP ID	I	N	3	0	4	0	9	6	Client ID								
CDSL DP ID	1	2	0	5	5	6	0	0	Client ID								

First Holder Name	
Second Holder Name	
Third Holder Name	

To,  
**A. K. Stockmart Private Limited**  
 601-602, 6th Floor, Windsor, Off CST Road,  
 Kalina, Santacruz (East), Mumbai – 400 098 (India)

Dear Sir / Madam,

I / We hereby state that: [Select one of the options given below]

☐ **OPTION 1:**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL/NSDL account though I / we have issued a Power of Attorney (POA) / DDPI / executed PMS agreement in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager.

Yours faithfully

	First/Sole Holder	Second Holder	Third Holder
Name			
Signatures			

☐ **OPTION 2:** **OR**

I / We do not require the Delivery Instruction Slip (DIS) for the time being, since I / We have issued a POA / DDPI / executed PMS agreement in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

	First/Sole Holder	Second Holder	Third Holder
Name			
Signatures			

**FOR OFFICE USE ONLY**

Received OPTION FORM FOR ISSUE / NON ISSUE OF DIS BOOKLET from :

NSDL DP ID	I	N	3	0	4	0	9	6	Client ID								
CDSL DP ID	1	2	0	5	5	6	0	0	Client ID								
First Holder Name																	
Second Holder Name																	
Third Holder Name																	



## DECLARATION FOR MOBILE NUMBER AND / OR EMAIL ID

To  
A.K. Stockmart Private Limited  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)<sup>1</sup>

### **SUB: DECLARATION FOR MOBILE NUMBER AND / OR EMAIL ID**

Ref: Client Code: \_\_\_\_\_ Trading / Demat A/c No: \_\_\_\_\_


Dear Sir / Madam,

As per requirements of SEBI and Exchanges with respect to captioned declaration, I \_\_\_\_\_  
\_\_\_\_\_ holding above referred account with A.K. Stockmart Private Limited do hereby declare as  
under:

Request for change / Update in Mobile Number and / or Email ID										
I request you to update the below Mobile Number and / or Email ID in my Trading / Demat account maintained with A.K. Stockmart Private Limited										
Mobile No.:										
E-Mail ID:										
I further submit that the above Mobile Number and / or Email ID belongs to: (Tick any one)	<input type="checkbox"/> Self			<input type="checkbox"/> Spouse			<input type="checkbox"/> Dependent Parents		<input type="checkbox"/> Dependent Children	

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

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

 Signature: \_\_\_\_\_  
1st Holder

## TRADING ACCOUNT RELATED DETAILS FOR INDIVIDUALS

### A. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account No.	Account Type: Saving/ Current / Others - In Case of NRI / NRE / NRO	MICR Number	IFSC Code

### B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name	Depository Name	Beneficiary Name	DP ID	BO ID / Client ID
A.K. Stockmart Private Limited	CDSL / NSDL		12055600 / IN304096	

### C. TRADING PREFERENCES

*\*Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.*

Exchanges	NSE, BSE, & MSEI				MCX, NCDEX, BSE & NSE
All Segments	Cash / Mutal Fund	F&O*	Currency	Debt	Commodity Derivatives

if you do not wish to trade in any of segments / Mutal Funds, please mention here \_\_\_\_\_

**Note :** \* We do not have BSE F&O Segment

# 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. OTHER DETAILS (For Individuals)

1. **Gross Annual Income Details (please specify):** Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10Lac / 10-25 Lac / >25 Lacs or

**Net-worth** as on (date)..... (-----) (Net worth should not be older than 1 year)

2. **Occupation (please tick any one and give brief details):** Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others \_\_\_\_\_

3. **Please tick, if applicable:** Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)

4. **Any other information:** \_\_\_\_\_

### E. OTHER DETAILS (For Non-Individuals)

1. **Gross Annual Income Details (please specify):** Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10- 25 Lac / 25 Lacs-1 crore / > 1 crore

2. **Net-worth** as on (date) ..... (dd/mm/yyyy): (Net worth should not be older than 1 year)

3. **Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:** \_\_\_\_\_

4. **DIN/UID of Promoters/Partners/Karta and whole time directors:**

5. **Please tick, if applicable, for any of your authorized signatories /Promoters/ Partners/ Karta/ Trustees/whole time directors:** Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)

6. **Any other information:** \_\_\_\_\_

## F. 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: \_\_\_\_\_

## G. DEALINGS THROUGH OTHER STOCK BROKERS

Whether dealing with any other stock broker (if case dealing with multiple stock brokers, provide details of all) Name of stock broker: \_\_\_\_\_

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

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

## H. ADDITIONAL DETAILS

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

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

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

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

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

Any other information: \_\_\_\_\_

## I. Introducer Details (Optional)

Name of the Introducer : \_\_\_\_\_  
(Surname) (Name) (Middle Name)

Status of the Introducer : Remisier / Authorized person / Existing Client/ Others, please specify \_\_\_\_\_

Address and phone no. of the Introducer : \_\_\_\_\_

Signature of the Introducer : \_\_\_\_\_

## J. Nomination Details (for Individuals Only)

☐ I / We wish to nominate

☐ I / We do not wish to nominate

Name of the Nominee : \_\_\_\_\_ Relationship with the nominee \_\_\_\_\_

PAN of Nominee : \_\_\_\_\_ Date of Birth of Nominee \_\_\_\_\_

Address and Phone No. of the Nominee \_\_\_\_\_

### If Nominee is a minor, details of guardian :

Name of guardian : \_\_\_\_\_ Address and Phone No. of Guardian : \_\_\_\_\_

Signature of guardian \_\_\_\_\_

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

## DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my /our knowledge and belief and I/We undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am /we are aware that I am/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 \_\_\_\_\_



1st Holder  
Signature of Client

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

**FOR A. K. STOCKMART PRIVATE LIMITED****X****Authorised Signatory****Date :** \_\_\_\_\_**Seal/ Stamp of the Stock broker****INSTRUCTIONS / CHECK LIST**

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

Copy of ITR Acknowledgment	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 document 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.

## **ANNEXURE – 4**

### **RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB – BROKERS AND CLIENTS AS PRESCRIBED BY SEBI AND STOCK EXCHANGES**

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

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

#### **TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payments 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, Bye laws 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 service 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 liquidations/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 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 internal 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 & 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.

## Annexure – 5

### 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 contract. 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, it may be difficult or impossible to liquidate a position in the market at the reasonable 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.

## **Annexure A**

### **BSE - PUBLIC**

#### **Most Important Terms and Conditions (MITC)**

##### **(For non-custodial settled trading accounts)**

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one -time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any rotection/recourse from SEBI/stock exchanges for participation in such schemes.

Client's Signature: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

**Annexure-6**  
**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) 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) /DDPI 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 day 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 day of 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 give a public notice inviting claims relating to only the “transcations 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.

**1. Refusal of orders for penny/illiquid stock**

The stock broker may from time to time limit (quantity/ value)/ refuse orders in one or more securities or illiquid options due to various reasons including market liquidity, value of security(ies), and the order being for securities which are not in the permitted or restrictive list of the stock broker / exchange /SEBI.

The client agrees that there are any losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone. Client is also aware that the stock broker has the discretion to reject the execution of such orders or reduce open market interest based on its risk perception.

**2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

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

The Stock Broker shall be entitled to close clients position and to square off/ liquidate the securities held by the Client in case where dues are not cleared or settled before rolling settlement date or such extended time as allowed by the Exchange/ Stock Broker.

The stock broker is required only to communicate and advice the parameters for the calculation of the margin / securities requirements at rate(s) / percentage(s) of the dealing through any one or more means or methods such as post / speed post / courier / registered post / registered A.D. facsimile / cable / e-mail / voice mail telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or, other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; publishing / displaying it on the website of the stock broker / making it available as a download from the website of stock broker; by displaying it on the notice board of branch / office through which the client trades or if circumstances so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or approved mode or manner. The client agrees that the postal department / the courier company /Newspaper Company and the e-mail / voice mail service provider and such other services providers shall be agent of the client and the dispatch shall be complete when communication is given to the postal department / courier company / the e-mail/voice mail service provider etc. by the stock broker and the client understands that the obligation of the broker is deemed to be completed the moment when the same is dispatched to the client at the registered address and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / position (dealings / trades and valuation of security) on / her/ its own and provide the required / deficit margin security forthwith as required from time to time whether separate communication to that effect is sent by the stock broker to the client and whether or not such separate communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his/ her / its responsibility ascertain beforehand the margin / security requirements for his / her/ its order/ trades/ deals and to ensure that required margin / security is made available to the stock broker in such form and manner as may be required by stock broker. If the clients order is executed, despite of shortfall in the available margin the client shall make up the shortfall suo-motu immediately on becoming aware of the same either suo-motu or on intimation by the broker. The client further agrees that he/ she /it's responsible for all orders (including any orders may be executed without the required margin in client's account) & / or any claim / loss/ damage arising of the non-availability /shortage of margin/sect required by the stock broker &/ or exchanges/or SEBI.

The stock broker is entitled to vary the form (i.e. replacement of the margin / security in one form with margin / security in any other form, say, in the form of money instead of shares) & /or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time. The margin / security deposited by the client with the stock broker are not eligible for any interest.

The client also agrees and authorizes the stock broker to treat/ adjust his/ her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The stock broker is entitled to disable / freeze the account & /or trading facility/ any other service facility, if, in the opinion of the stock broker, the client has committed a crime / fraud or has acted in contradiction of this agreement or /is likely to evade/ violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

### **3. Applicable brokerage rate & statutory charges**

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under:

a) For Cash 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 subject to the maximum rate prescribed by the Stock Exchanges / SEBI and statutory levies will be charged separately. It is hereby further clarified that where the sale / purchase value of a share is Rs 10/- or less, a maximum brokerage of 25 paise per share may be collected.

b) For Option contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was brought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on options contracts shall be subject to the maximum rate prescribed by the Stock Exchanges / SEBI and statutory levies will be charged separately.

The client agrees to pay to broker, brokerage, Exchange related charges, statutory levies and any other charges as are prevailing from time to time and as they apply to the client's account, transactions and with respect to the services opted by the client and thereby rendered by broker.

### **4. Imposition of penalty / delayed payment charges**

The client agrees that any amounts are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges as may be mutually agreed between the client and the stock broker.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules/ regulations / bye laws of the exchange or any other law for the time being in force, as may be mutually agreed between the client and the stock broker and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client. The delayed payment charges shall not amount to client funding.

The client agrees to pay the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due to reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc, as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

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

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/ securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non-availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in any reason whatsoever including but not limited to any delays / shortages at the exchange or stock broker level / non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin /security is made available by way of securities, the stock broker is empowered to decline its acceptance as margin / security & / or to accept it at such reduced valued as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other approved method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions / securities/ shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non-square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay-in obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin / security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin / security expires. Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/ security or to meet the funds/ margins/ securities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- a) To withhold any payout of funds / securities, (ii) To withhold / disable the trading / dealing facility to the client.
- b) To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here include securities which are pending delivery / receipt.
- c) To liquidate / square off partially or fully the position of sale & / or purchase in any one or more securities / contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- d) To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(es) if any, on account of any one or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner from pricing, etc. are often which are chosen by the stock broker and agreed by the Client.

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

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

The policy & 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 the market on T+3 day which is the Auction Day of 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 +10%, Where the delivery is matched partially or fully at the exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.

In case 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 day.



## **7. Temporarily suspending or closing client's account at the client's request**

The client may request the stock broker to temporarily suspend his account. Stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.

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

## **8. De-registering a client**

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

- a) If the action of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- b) If there is any commencement of a legal process against the Client under any law in force;
- c) On death/lunacy or other disability of the Client;
- d) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- e) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law of being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- f) If the Client being a partnership firm, has any steps taken by the Client and / or its partners for dissolution of the partnership;
- g) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- h) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- i) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- j) If the Client suffers any adverse material change in his / her / its financial position or defaults in any other agreement with the Stock broker.
- k) If the Client is in breach of any term, condition or covenant of this Agreement;
- l) If any covenant or warranty of the Client is incorrect or untrue in any material respect;
- m) on the directions of SEBI / the Exchanges;

However not withstanding any termination of the agreement all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the law at the place of execution of this agreement by Stock Broker.


## **Client Acceptance of Policies and Procedures stated hereinabove;**

I/We have fully understood the same and do hereby sign the same. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through any one or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile /cable / e-mail / voice mails /telephone (telephone includes such devices as mobile phones etc) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; any other suitable or approved mode or manner. I/We agree that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be my/our agent and the dispatch shall be complete when communication is given to the postal department / the courier company / the e-mail/ voice mail service provider, etc. by the stock broker and the client understands that the obligation of the broker is deemed to be completed the moment when the same is dispatched to the client at the registered address. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me/ us and stock broker before any court of law / judicial/ adjusting authority including arbitrator/ mediator etc.

## FOR OFFICE USE ONLY

BROKERAGE SLAB							
		BSE / NSE - CASH SEGMENT		BSE / NSE - FUTURES SEGMENT		BSE / NSE - OPTIONS SEGMENT	
		Slab %	Minimum Paise	Slab %	Minimum Paise	Slab %	Minimum Paise
Delivery/ Carry forward		0.20%					
Square up	First Leg	0.05%					
	Second Leg	NIL					

**Minimum Paise: Minimum brokerage will be charged in case of illiquid and penny stocks only.**

	Client's Signature	Collected by	Original documents verified by	Account Code updated by
Name:	_____	_____	_____	_____
Signature: 	_____	x	x	_____
Date:	_____	_____	_____	_____

Authorised by: **For A. K. Stockmart Private Limited**

**(Authorised Signatory)**

### Notes for the above mentioned charges

1. Taxes as applicable will be charged separately.
2. All charges are subject to revision made by regulatory authorities and / or A. K. Stockmart Private Limited
3. Charges are quoted for services listed, any service not listed will be charged separately.
4. All the statutory & regulatory levies will be charged to client at actual.

## DISCLOSURE OF PROPRIETARY TRADING

Dear Client,

Sub: Disclosure regarding proprietary trading.

With the view to increase transparency in dealing between broker and client, Securities and Exchange Board of India's (SEBI) has published Circular No. SEBI/MRD/SE/Cir-42 2003 dated November 19, 2003 stating that every broker shall disclose the client whether the Broker does client based business or proprietary trading.

In the view of above, we, (A.K. Stockmart Private Limited) as a Member of BSE (Cash & Debt Segment) and NSE (Cash & Debt and F&O) Segment, hereby disclose that in addition to client based activities, we are also engaged in the activities pertaining to proprietary trading.

I/We have read and understood the above contents, and we do not have any objection

Yours faithfully  
For A. K. Stockmart Private Limited

Client's Signature :  \_\_\_\_\_

Authorized signatory

Name of the Client \_\_\_\_\_

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



## CONSENT/AUTHORISATION FOR RECEIVING DOCUMENTS/ REPORTS IN ELECTRONIC MODE

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

To,

A. K. Stockmart Private Limited  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

**Subject:** Consent to documents/report in electronic mode for Trading a/c \_\_\_\_\_




I/We hereby authorize A. K. Stockmart Private Limited to send following documents/reports through mode selected below for above mentioned trading & Beneficiary account with you.

Trading account related reports a) Electronic Contract Notes/ Contract Notes cum invoice / trade annexure notes as applicable. b) Funds and security Ledger c) Statement of Margin & Collateral d) Securities Transactions Tax (STT) Statement e) Other relevant documents supplementing any/all of the above	Physical  <input type="checkbox"/>	Electronic  <input type="checkbox"/>
Account opening Documents a) Rights & obligation of stock broker, sub-broker and client for trading on exchange b) Uniform Risk Disclosure documents c) Guideline notes detailing Do's & Don't for trading on stock exchange d) Other relevant documents supplementing any/all of the above	Physical  <input type="checkbox"/>	Electronic  <input type="checkbox"/>

Please note my email ID \_\_\_\_\_ for sending reports/documents in electronic mode.

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

I/We confirm that the dispatch of any/all of above reports to me/us at above email address shall constitute full and absolute discharge of your obligation to provide me/us with such reports for my trading as well as BO account. But, I/We reserve my/our right to receive the physical copy of report despite receiving the same in electronic mode, if such a demand is made in writing on you.

Applicant Name		Signature
First Holder		
Second Holder		
Third Holder		

## RUNNING ACCOUNT AUTHORIZATION

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

To  
A.K. Stockmart Private Limited  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

Dear Sir / Madam,

Subject: Running Account Authorization to A.K. Stockmart Private Limited

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment (Interest Rate future) Segment & in order to facilitate ease of operations and upfront requirement of margin for trade.

I/We authorize you as under:

- 1) I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/We instruct you otherwise
- 2) I/We request you to retain securities with you for my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing Corporation, unless I/We instruct you to transfer the same to my/our account.
- 3) I/We request you to settle my fund and securities account (choose one option)  
☐ Once in a Calendar Quarter  
☐ Once in Calendar Month
- 4) In case I/We have an outstanding obligation 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 obligation for next 5 trading days, calculated in the manner specified by the exchanges.
- 5) I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.
- 6) Request for RTGS/NEFT payout Facility

This is in reference to Member Client agreement entered with you for the purpose of dealing in securities on Stock Exchange(s) through you under Client code \_\_\_\_\_. In this connection, I/We request you to update my/our details in your records as given below:

Name of Bank	
Account Number	
Name of Branch	
Account Type	Saving/Current/Others (pl. specify)
Account Holder	

I/We request you to deposit my/our transactions directly to abovementioned bank account (provided such facility is available) or to any other bank account which I/we intimate from time to time.

### 7) Terms and Conditions:

In addition to the clauses contained in the Member Client agreement and other KYC documents executed by me/us, I/We hereby specifically authorize the Broker to arrange release of payout of funds (subject to other governing conditions agreed to in the KYC document) by making direct credit to my/our bank account details of which are provided to the Broker.

Registration and activation of payout of funds through RTGS/NEFT mode by the Broker is subject to receipt of copy of cancelled cheque from the client. Rejection/Deactivation of facility of payout through RTGS/NEFT to the client is at the discretion of Broker.

Please further note that while I am entitled to revoke this authorization at any time. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/ our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of securities/ monies under this agreement.

8) Authority to Debit the Trading Account for Depository Charges:

I/We \_\_\_\_\_ having my /our Demat A/c No. 12055600 / IN304096  
\_\_\_\_\_ with A.K. Stockmart Private Limited and address at \_\_\_\_\_  
hereby request and authorise A.K. Stockmart Private Limited, as a Depository Participant to debit my trading Account No. \_\_\_\_\_ with A.K. Stockmart Private Limited for any charges related to my Account.

9) Further, I understand that in case of Non-compliance of the Bye-laws, Rules & Regulation, circulars issued by SEBI/ Exchanges and/or the Depositories, and for any other matter that may be decided by A.K. Stockmart Private Limited from time to time, A.K. Stockmart Private Limited may charge penalty on me and such penalty amount shall be directly debited to my account.

Thanking you,  
Yours faithfully,

Client's Signature: \_\_\_\_\_

Name of the Client:  \_\_\_\_\_

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

## VERBAL ORDER ACCEPTANCE AUTHORISATION

To,

**A. K. Stockmart Private Limited**

601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

I/We have been / shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options Segments/Currency Derivative Segments. As my/our broker i.e. agent I /we direct and authorize you to carry out trading/dealings on my/our behalf as per instructions given below.


I/We agree and acknowledge that it is advised and preferred you that I/We give instructions for order placement/modification and cancelation in writing and to avoid disputes, I/we must give instructions in exactly the format given below in duplicate (carbon copy/ photocopy) and take signatures of your duly authorised officers at the branch along with your company stamp on the carbon/photocopy of the instructions in acknowledgement of receipt of my/our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my / my authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I /We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) under the plea that same were not under mine/our instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise.

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/our directions given above.

Thanking you,

Yours faithfully,

Client's Signature:  \_\_\_\_\_  
**1st Holder**

Name of the Client: \_\_\_\_\_

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

## FORMAT FOR WRITTEN ORDERS

**To,**  
**A. K. Stockmart Private Limited**  
 601-602, 6th Floor, Windsor, Off CST Road,  
 Kalina, Santacruz (East), Mumbai – 400 098 (India)

Please execute the following order in my account :

Sr. No.	Exchange	Segment (Equities/ Derivatives/ Currency Derivatives)	Scrip Name Scrip Code Contract Description	Order Type (Regular / Stop Loss)	Buy / Sell	Quantity	Rate	Disclosed Quantity (if any)	Trigger Price (if SI order)	Remarks

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

Order Instruction Date & time : \_\_\_\_\_

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

Client's Signature:  \_\_\_\_\_

**1st Holder**

## PLEDGE AUTHORIZATION

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

To  
A.K. Stockmart Private Limited  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

Dear Sir/ Madam,

**Subject: Authorization to pledge securities with Clearing Corporation or transfer to Clearing Member**

This has reference to my/our above trading account with you. In this connection, I/We hereby authorize A.K. Stockmart Private Limited to pledge my/our approved securities with Clearing Corporation or transfer to Clearing Member towards my/our obligations. I/We also hereby confirm that:-


- 1) The Said Securities are in existence, owned by me/us and are and shall be free from any charge, lien or encumbrance, whether prior or otherwise.
- 2) The Said Securities will be subject to the creation of pledge in favour of or for the benefit of Clearing Corporation and further that the Securities over which pledge may be created in future would be in existence and owned by me/us at the time of creation of such pledge and that the Said Securities to be given in future as security to clearing Corporation would likewise be unencumbered, absolute and disposable property of me/us.

For the purpose of pledge/transfer of securities, the securities may be transferred from my Demat account by exercising the Power of Attorney/DDPI duly executed by me/us in your favour or any other mode as may be permissible under the rules and regulations of the exchange/clearing corporation/SEBI. Further, I/We hereby authorise A.K. Stockmart Private Limited to levy charges for pledging/unpledging/transfer of securities or any other charges incurred in this regard.

- 3) A.K. Stockmart Private Limited is authorized to do all such acts and things, sign such documents and pay and incur any such costs, debts and expenses as may be necessary for pledge/transfer in favour of clearing Corporation/clearing member and the same shall be subject to terms and conditions as contained herein.
- 4) I/We agree that the Said Securities shall be subject to the first priority and lien in favour of clearing Corporation to secure, the client's obligations and that the rights or interests of the client with respect to the Said Securities shall be subject and subordinate to the rights, claims and interests of Clearing Corporation in respect of the Said Securities.
- 5) Clearing Corporation may invoke the pledge without any reference to or permission from me/us and upon receipt of the Said Securities, Clearing Corporation may utilize the proceeds in meeting my/our obligations in such manner as it may deem fit and that such invocation of pledge will be final and irrevocable against A.K. Stockmart Private Limited and me/us.
- 6) I/We shall not make any claims or demands for refund or any reimbursement in relation to the pledge/transfer of the said Securities to Clearing Corporation/Clearing member.

Thanking You,

Yours faithfully,

Client Signature: X   
Client Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## POWER OF ATTORNEY

**TO ALL WHOM THESE PRESENTS SHALL COME, I/We** \_\_\_\_\_  
(name of the Bo's) residing at India, Indian Inhabitant SEND GREETINGS

X

**WHEREAS**, I/We hold a beneficiary account(s) no. 12055600/IN304096 \_\_\_\_\_  
(collectively, "Beneficiary Accounts") with Central Depository Services (India) Limited ("CDSL")/ National Securities Depository Limited ("NSDL"), through A.K. Stockmart Private Limited as the depository participant having CDSL DP ID No. 12055600/ NSDL DP ID No. IN304096.

**AND WHEREAS**, I/We, am/are an investor engaged in buying and selling of Securities (as defined below) through A.K. Stockmart Private Limited, a member of the BSE Ltd. and the National Stock Exchange of India Ltd. bearing SEBI Reg. No. INZ000240830.

**AND WHEREAS**, due to exigency and paucity of time, I/We, am/are desirous of appointing an agent/ attorney to (i) operate the Beneficiary Accounts on my behalf for a limited purpose in the manner hereinafter appearing; and to (ii) buy and sell the Securities on my/our behalf.

**AND WHEREAS**, A.K. Stockmart Private Limited, through its authorized representatives, will be required to operate the Beneficiary Accounts and to do all other acts and deeds as may be required (i) to give effect to the transactions in Securities on my behalf; and (ii) with respect to the services being provided by A.K. Stockmart Private Limited to me/us.

**NOW KNOW WE ALL AND THESE PRESENTS WITNESSETH THAT I/WE THE ABOVE NAMED DO HEREBY, JOINTLY AND SEVERALLY NOMINATE, CONSTITUTE AND APPOINT** A.K. Stockmart Private Limited, acting through any of its directors, officers and/or agents, as my/our true and lawful attorney for me/us and on my/our behalf and in my/our name and at my/our risk and costs, to do, exercise and perform all or any of the following acts, deeds and things:

(For the purpose of these presences, the term "Securities" shall mean include shares, scrips, stocks, bonds, warrants, options, futures, convertible debentures, non-convertible debentures, fixed return investments, equity linked instruments or other marketable securities of a like nature in or of any incorporated company or other body corporate, negotiable instruments including usance Bills of Exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units issued by Unit Trust of India and units issued by mutual funds, mortgage backed or other asset backed securities issued by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company, securities issued by any incorporated company and securities issued by the Central Government or a State Government for the purpose of raising public loan and having one of the forms specified in clause (2) of section 2 of the Public Debt Act, 1944, American Depository Receipts, Global Depository Receipts, any other new form of capital or money market instruments that maybe issued in the future by any incorporated company/firm/institution/mutual funds or Government subject to the same being permissible under applicable law)

- a) To apply for various products like, public issues (shares as well as debentures), rights, offer of shares etc., pursuant to my/our instructions.
- b) To transfer funds from my/our bank account(s) (as per the details provided by us/me and as updated by me/us through written communication from time to time) (i) for meeting our settlement obligations/margin requirements in connection with the trades executed by us/me on the stock exchanges through A.K. Stockmart Private Limited; (ii) for recovering any outstanding amount due from us/me arising out of my/our trading activities on the stock exchanges through A.K. Stockmart Private Limited; (iii) for meeting obligations arising on account of we/me subscribing to such other products/facilities/services through A. K. Stockmart Private Limited like mutual funds, public issues (shares as well as debentures), rights, offer of shares, etc; or (iv) towards monies/fees/charges., etc. due A.K. Stockmart Private Limited payable by me/us by virtue of me/us using/subscribing to any of the facilities/services availed by us/me at my/our instance.
- c) To furnish us/me with consolidated summary of my/our scrip wise buy and sell positions taken with average rates to us/me by way of SMS/email on a daily basis.

- 1) I/We do hereby agree to ratify all lawful acts and things done by A.K. Stockmart Private Limited pursuant to the powers hereinabove contained.
- 2) Further, I/We hereby agree that any depository, stock exchanges, clearing corporation/house, mutual funds, body corporates, banks, approved intermediaries and registrars and share transfer agents (hereinafter collectively referred to as "Transfer Agent") or other third party after receiving a certified/notarized true copy of this power of attorney shall act upon it, and that revocation or termination hereof shall be ineffective as to such Transfer Agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such Transfer Agent or other third party.
- 3) As mentioned in Annexure I
- 4) The authority pursuant to this power of attorney shall also extend to such other demat accounts that shall be opened in the name of A.K. Stockmart Private Limited from time to time. The Securities that may have been received by A.K. Stockmart Private Limited erroneously or those Securities that the A.K. Stockmart Private Limited was not entitled to receive from me/us shall be returned to me/us.
- 5) The authority is restricted to the margin and pay-in obligations arising out of the transactions effected by me/us and for me/us by A.K. Stockmart Private Limited at National Stock Exchange of India Ltd./ BSE Ltd.. I/We further agree and confirm that the powers and authorities conferred by this power of attorney shall continue until it is revoked and that the said revocation shall be effective from the date on which the revocation notice is received by the A.K. Stockmart Private Limited in its office at 601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India).
- 6) This power of attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts in India.

**IN WITNESS WHEREOF**, I/We have caused this power of attorney to be executed on the day and year first above written.

**Signed Sealed and delivered**

X \_\_\_\_\_  
by the within named Beneficial Owner(s)

I/We Accept For **A.K. Stockmart Private Limited**



**(Authorized Signatory)**

**Name:**



## Annexure I

- a. The details of the beneficial owner's, stock brokers and depository participant's demat accounts where the Securities can be transferred, to and from, are as under:

Name	DEMAT ACCOUNT	Demat Account No. : DP ID / Client ID
A. K. Stockmart Private Limited	Client Unpaid Securities Pledge Account	12055600 00026739
A. K. Stockmart Private Limited	Client Unpaid Securities Pledge Account	IN304096 10001460
A. K. Stockmart Private Limited	NSE Pool	12055600 00001591
A. K. Stockmart Private Limited	BSE Pool	12055600 00001570
A. K. Stockmart Private Limited	BSE Pool	IN304096 10000029
A. K. Stockmart Private Limited	NSE Pool	IN304096 10000012
A. K. Stockmart Private Limited	NSE Early Pay-In	11000011 00016381
A. K. Stockmart Private Limited	BSE Early Pay-In	11000010 00018129
A. K. Stockmart Private Limited	Client Securities Margin Pledge Account	12055600 00026325
A. K. Stockmart Private Limited	Client Securities Margin Pledge Account	IN304096 10000836

- b. The details of the beneficial owner's stock and depository participant's bank accounts where funds can be transferred, to and from, are as under:

Name	Bank Account	Bank Account Number
A. K. Stockmart Private Limited	BSE Client Money	00600340031256
A. K. Stockmart Private Limited	BSE Settlement	00990620005147
A. K. Stockmart Private Limited	NSE Client Money	00600340026909
A. K. Stockmart Private Limited	NSE Settlement	00990610007547
A. K. Stockmart Private Limited	NSE F&O Client Money	00600340031266
A. K. Stockmart Private Limited	NSE F&O Settlement	00990630002611

And such other demat accounts and bank accounts that shall be opened in the name of A. K. Stockmart Private Limited from time to time.

**Signed Sealed and delivered**

X 

by the within named Beneficial Owner (s)

I/We Accept For A. K. Stockmart Private Limited

(Authorized Signatory)



## ADDITIONAL CLAUSES VOLUNTARILY AGREED BETWEEN CLIENT AND STOCK BROKER

1. Maintenance of Accounts: The client agrees to deposit monies, securities or other property which may be required to open and /or maintain its account with the Stock broker.
2. Lien: The client agrees that all monies, securities or other property that may be held by the Stock broker on the client's account, shall be held subject to a general lien for the discharge of the client's obligation to the Stock under this agreement.
3. Excess Contracts: The client agree that they shall not be acting alone or in concert with others, directly or indirectly, hold and control excess number shares as fixed from time to time by the said Exchange.
4. Discretion: The client authorizes the Stock broker to use his discretion to buy, sell or close out any part or all of the positions held in the clients account with the Stock broker for the protection of the Stock broker. The client agrees to reimburse any or all such incidental expenses incurred by the Stock broker.
5. In case of purchase on behalf of client, the Client authorizes the Stock broker to close out his transactions by selling securities, in case the Client fails to make full payment to the Stock broker for the execution of the contract before payin date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result there from. In case of sale on behalf of client, the client authorizes the Stock broker to close out the contract if the client fails to deliver the securities sold before pay-in date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result there from. Without prejudice to a Stock broker's other rights including the right to refer a matter to arbitration, the Stock broker shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other margins or other amounts, outstanding etc. The client shall be liable for any losses, costs and be entitled to any surplus, which may result there from.

The MEMBER shall not be responsible for any order that is made by the CLIENT by mistake and every order that is entered by the CLIENT through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the CLIENT shall be fully responsible.

6. The client agrees that in the event of Stock broker or employee or official of Stock broker providing any information, recommendation or advice to the client, the client may act upon the same at their sole risk and cost, and Stock broker shall not be liable or responsible for the same. The client assumes full responsibility with respect to his investment decisions and transactions. The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.
7. Communication: It is hereby agreed between the client and the Stock broker that the ledger statements in respect of transactions entered into at the NSE and BSE cash segments may be combined for the purpose of convenience of the Stock broker and the client and the payments received and paid by the Stock broker will be appropriated on a First-in-first-out basis. Any discrepancy in the Account Statement shall be brought to the notice of Stock Broker by the client in writing within seven (7) days from the end of the month, failing which the Account Statement appearing in the books of the Stock broker shall be deemed to be correct and accepted by the client.

Unless the CLIENT informs the MEMBER of the change of the address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the CLIENT irrespective of whether they are actually received or not.

8. The Stock broker and the Client hereby agree that the procedure for sending the contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. by Post (ordinary or registered or speed or UCP), courier, hand delivery to the Client is applicable only if so demanded by the Client in writing to the Stock broker, Otherwise, the Client hereby agree to receive the contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. digitally / in electronic form through email id provided by the Client to the Stock broker. The contract note issued digitally shall be subject to relevant bye-laws / rules / regulations of the Exchange. The stamp duty on such contract note shall be paid as per applicable law.
9. The Stock broker shall send the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. to the Client for the trades/transactions done on the Exchange, to the email id of the Client.
10. The Clients shall provide the email id to enable the Stock broker to send the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. from time to time to the Client through the software installed at the Stock broker end and the Client shall initially download the specified software (Signature Verifier utility) or any other software as may be advised by Stock broker from time to time on the Clients computer and the same shall be used for receiving, viewing, storing the e-contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. that shall be sent by the Stockbroker from time to time in respect of the trades/ transactions/transfer of securities that have been executed by the Clients through the terminal of the Stock Broker.



11. It is hereby specifically agreed that the client will call the Broker and take confirmation from the Broker or access the same on his / its email ID. Any discrepancies in the trades for the day must be pointed out at the time of confirmation or latest before the opening of the market the next day failing which the Stock broker will not be liable for the resultant financial loss, if any. The client confirms the acceptance of contract note through email ID and in the event of non receipt of the same for any reasons within 24 hours, accepts to download from the company's website when such facility is provided by the Stock broker.
12. In case the client does not point out discrepancy, if any, within 24 hours of receiving the contract note, the same shall be treated as correct. It shall be the responsibility of the client to send the original contract note in case of discrepancy to the Stock broker within 24 hours of receipt.
13. The client agrees that the Stock broker will not be responsible for partial execution of orders placed by the client. The client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the client wants the orders to be carried forward or extended for the day, he shall communicate the same to the Stock broker.
14. The client agrees that any notice served on the client either by actual delivery thereof or by Registered post to the address of the client mentioned hereinabove, would be deemed to have been duly served.
15. Settlement: All payment for securities bought / margins payable shall be made out by way of Cheque / DD in favour of "A. K. Stockmart Pvt. Ltd." At the time of settlement of dues of the Client, the Stock broker shall draw an account payee cheque in favour of Client which may be payable to a specified bank account of the Client.
16. In case of delay of payment by the client to the Stock broker on its due date, the Stock broker in respect of such delayed payment will be entitled to recover late payment charges. The said delayed payment shall include amounts payable by the client to the Stock broker in respect of daily margin and mark to market and other related margins and pay-in obligations. Late payment charges will be levied at 2% per month or a part of month of delayed payment for the delayed period or such other percentage as decided by the member.  
The MEMBER agrees that the money / securities deposited by the CLIENT shall be kept in a separate account, distinct from the MEMBER's own account or account of any other CLIENT and shall not be used by the MEMBER for itself or for any other CLIENT or for any purpose other than the purposes mentioned in SEBI Rules and Regulations, circulars/guidelines/Exchange Rules / Regulations / Bye laws and circulars.
17. Depending on the type of trade, whether spot, hand delivery, through clearing house or special delivery, the settlement of the trade viz. the delivery of securities sold / payment for the securities purchased shall be effected in accordance with the Rules, Regulation and Bye -Laws of the Exchange(s) where the trade has been executed.
18. The client hereby agrees to ensure that before selling any shares, he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in Stock brokers account will be borne by the client. The client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
19. The client hereby authorizes the Stock broker to transfer shares lying in the Stock brokers pool account for pay-in purposes for share purchased by the client in previous settlement. In case the client does not want the Stock broker to transfer these share towards inter settlement from the Stock broker pool account for payin purposes, he shall inform the Stock broker in writing 48 hours before pay-in date. In case the Stock broker does not receive the same in writing or for a wrong settlement, the Stock broker shall not be responsible for loss, if any.
20. Notification: The Client agrees to furnish such details including details as regards financial position, assets, liabilities etc. as and when required to do so by Stock broker.
21. The Stock broker will not be liable to the client for loss arising due to fire, theft or loss due to human error in case of dematerialized shares or any other unforeseen circumstances, if the shares are in the custody of the Stock broker beyond the stipulated time. In case of dematerialized shares, the Stock broker will be entitled to recover the custody charges and inter settlement charges in case of subsequent sales as mentioned above from the client, if the deliveries are not transferred out of the Stock broker's depository account within the stipulated time. The Stock broker will not be responsible in case pay-in is not done in the proper settlement.
22. The Stock broker will not be liable for losses accruing to the Clients caused directly or indirectly by government restriction, Exchange or market rulings, fires, acts of God, commotion, insurrection, breakdown, acts or regulations of any government or supranational bodies or authorities embargo, industrial disputes, suspension of trading, computer communication, telephone or system failure, war, earthquake, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions.
23. It is hereby specially agreed by and between the stock broker and the client that the liability / responsibility for the payment of stamp duty (whether under relevant State Act or under Indian Stamp Act or under any other law for the time being in force and/or other statutory levies on the contract notes and/or on the trades done by the

- stock broker for and on behalf of the client shall be solely and fully of the client only. However, it is agreed that only for administrative convenience the stock broker may collect the same from the client and deposit the same with the concerned stamp duty authority and/or to other respective authorities acting only as pure agent of the client without incurring/assuming any liability on its (the stock broker's) part.
24. The member will be entitled to collect / recover any fine/penalties/charges or any other amount levied on the member by Exchange/SEBI/any other authority due to any transaction/trade/Act/ omission (including non furnishing of the required detail of/by the client) from the client.
  25. The Client Individually and Jointly (with family /group), shall indemnify and shall always keep indemnified the Stock broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Stock broker, directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations /Bye-laws) of shares / securities and/or as a result of fake / forged / stolen shares / operations / securities / transfer documents that are introduced or that may be introduced by or through the client during the course of his / its dealing on the Stock Exchange(s). The client hereby agrees to indemnify the Stock broker against all claim including legal costs incurred to defend any claims made by the client.
  26. The Client hereby authorizes the Stock broker to maintain his account on running basis. The client also authorizes the Stock broker to hold his credit in anticipation of future debits.
  27. The Client hereby unconditionally, absolutely and irrevocable undertakes to pay immediately any amount due and payable under this agreement on being called to do so without any delay merely on a demand in writing from Stock broker stating that the amount claimed is due pursuant to this agreement and any such demand made on the client shall be conclusive as regards the amount due and payable by the client under this agreement.
  28. Further it is explicitly agreed that the Stock broker will adjust and set off the amount and securities payable to the client / family / group in respect of transactions done by the client / family / group on the cash segment of the Exchanges, against the amounts receivable from the client / family / group in respect of the transactions entered into, by the client / family / group, on the cash segments of the Exchange. The client authorizes the Stock broker to pass appropriate journal entries for the same.
  29. Tape Recording of client conversation : The client is aware that the Stock broker may tape-record the conversation between the client or the client representative and Stock broker, either personally or over phone, and the client specifically permits the Stock broker to use the said recording to resolve the dispute in connection with the transaction as and when required.
  30. The client hereby agrees that he shall not deposit post dated cheques, excess payment cheques, if any, received from the Stock broker for any reason whatsoever and bring it to the notice of the Stock broker. The client also agrees that he will not initiate legal proceedings against the Stock broker in such cases.
  31. The client authorize to debit his account for the various charges due to the Depository section of the Stock broker for the depository / services which he is availing.
  32. Authorisation for Debit: Without prejudice to any other clause of this agreement and/or the general terms and conditions, the client understands and agrees that the Stock Broker may charge additional financial charges according to the rules, bye-laws and regulations of the relevant exchange and usual custom of the market for any extra services rendered by the Stock Broker and as required by the client, or for such extra/ reasonable costs, including legal fees, incurred by the Stock Broker for collecting the dues payable by the client to Stock Broker, an exchange, clearing corporation/clearing house, any agent or sub-broker of the Stock Broker and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity acting for or on behalf of the Stock Broker.
  33. In case where the payment by the client toward margin is made, through cheque / pay order/demand draft, issued in favour of Stock Broker, any trades would be executed by the Stock Broker only upon the realization of the funds of the said cheque / pay order / demand draft, or at the discretion of the Stock Broker.
  34. The client hereby unconditionally, absolutely, and irrevocable undertakes to pay immediately any amount due and payable under this agreement on being called upon to do so, merely on a demand in writing or otherwise from the Stock Broker stating that the amount has become due and any such demand made or the client shall be conclusive as regards the amount due and payable by the client.
  35. Lien: All the securities and / or properties placed with the Stock Broker shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the client may have to Stock Broker. All of the client's securities and/ or other property shall be held by the Stock Broker as security for payment of any such obligation or indebtedness to Stock Broker. In enforcing its lien, Stock Broker at its sole discretion may determine which securities and / or other properties are to be sold or which contracts are to be enforced.

36. Shortages: In case of purchase of securities by the Client, at times the Stock Broker may be unable to deliver the securities to the said purchaser on the pay out day due to non receipt of the securities from the stock exchange(s) or in case of non receipt of the said securities from another Client of the Stock Broker who has sold the securities against the said purchase transaction. In cases of short delivery from the exchange, the securities shall be delivered to the purchaser on the deliveries received from the exchange and in cases of short delivery due to non receipt of the said securities from another Client of the Stock Broker, the securities shall be delivered to the purchaser as per the policy of the stock broker or may be closed out at the rate as worked out in clause no. 6 of the Voluntary Clause or such other terms or rate as amended from time to time
37. Close out in case of Internal Shortages: The Client hereby agrees that if he/she/it has short delivered any securities against his/her/ its pay-in obligation which resulted into internal shortage i.e. buy position of another client of the Stock Broker and could not be auctioned in the market then close out price will be such % as may be decided by the Stock Broker from time to time.
38. Pay out of securities/fund: In order to facilitate operations, the Client authorises the Stock Broker to maintain a running account with the Stock Broker, instead of settlement to settlement clearance of funds /securities due to Client. The pay out of funds/securities may be retained by the Stock Broker and no interest shall be payable by the Stock Broker on such securities /funds so retained. The Client authorises the Stock Broker to transfer the securities so retained by the Stock Broker in any settlement or inter-settlement towards the pay-in obligation of the Client against future sale. The Client also authorises the Stock Broker to consider the funds/securities so retained by the Stock Broker towards collateral margin for allowing enhanced gross exposure to the Client. The Client agrees that the Stock Broker shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/ funds under this agreement or otherwise. On written request of the Client the Stock Broker may release funds /Securities to him, if sufficient margins in respect of his trading, across the stock exchange(s) and across the segments of the stock exchange(s) are available with the Stock Broker.
39. Authorization of intersegment / Intercompany balance transfer and stock transfers: The client hereby authorises the Stock Broker to transfer his/ her/its debit/credit balances in the ledger account arising during the course of business in his/her/ its account to his/her/its account or to transfer any stock purchased / lying in his/her its account to his/her/its account in any of the segments of the stock broker or the stock brokers group company i.e. A. K. Stockmart Pvt. Ltd. – Cash / Derivatives segment as often as may be required.
40. Acting as a Sub-Broker: The Client agrees that he will not act as a Sub-Broker without prior written permission of the Stock Broker, the stock exchange and without obtaining certificate of Registration from Securities and Exchange Board of India (SEBI).
41. Restriction on / Regulation on Dealings: The parties hereto shall mutually decide, from time to time, the volume of business which the Clients may transact during any trading day on any Exchange. Notwithstanding such an agreement/ arrangement between the parties, the Stock Broker shall have absolute discretion to reduce the volume of business of the Client or restrict dealings by the Client without any prior notice to the Client having regard to:
42. The Client shall, at all times, be responsible for the Investment decisions and/or orders placed or applications preferred by the Client either electronically or otherwise. The Client shall neither hold nor seek to hold the Stock Broker or any of its Directors, officers, employees, agents or affiliates, liable for any loss including but not limited to trading losses incurred by the Client. The Client understands that the placing of the order with the Stock Broker electronically or otherwise does not guarantee execution of the said order or the acceptance of the application. Though orders will generally be routed to the exchange's computer systems within a few seconds from the time the order is placed by the Client to the Stock Brokers trading system, the Stock Broker shall not be liable for any delay in the execution of any order or any resultant loss on account of that delay.
- 43.
- I. the volatility in the market
  - II. in view of impending price sensitive announcements;
  - III. any restrictions in relation to volume of trading outstanding business or margins stipulated by any Exchange;
  - IV. political instability in the country;
  - V. presence of any other price sensitive factors; The Stock Broker shall not be deemed to have received any order electronically or application unless it has confirmed the same
44. In case of a market order the Client agrees that he/ she/ it will receive the price at which the order has been executed by the exchanges computer systems and such price may be different from the price at which the security is trading when his/ her/ its order is entered into the Stock Brokers trading system.
45. A copy of this agreement is being provided to the Client at the time of execution of this agreement and the Client acknowledges the receipt of the same. Further, in case the Client misplaces the copy provided to him/her/it, he/she/ it can put a written request for additional copy at his/her/its cost.

46. Auction or close out in case of Market Shortage: If the securities received are not on or before settlement date or the securities received are not in deliverable state or due to any reason whatsoever, client is not able to deliver securities and the position is deliverable in the market, the securities will be auctioned or closed out as per the rules of the concerned exchange. Consequently client will be responsible for any resulting losses and all associated cost including penalty levied by the exchange.
47. Orders at Unrealistic Prices/ Illiquid scrips: The client hereby confirms that he will not place or caused to be placed with the Stock broker, at the prices substantially different from the prevailing prices of the scrips at the time of the placement of the order. Any order placed by the client wherein the price is substantially different from the prevailing market price of the scrip is liable to be rejected at the sole discretion of the broker. The client understands that the Stock Broker may in its sole discretion and without disclosing any reason, restrict trading in certain scrips or stock options. The client understands and agrees that the details of such scrips will be disclosed by the Stock Broker through the Back Office Log in or other means.
48. The client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per rules, Bye-Laws and Regulations of the Exchange and the circulars issued thereunder as may be in force from time to time and shall be deemed to be in force from time to time and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to the trade shall deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provision of the rules and regulations of the exchange.
49. The client agrees to download his account statement for the Stock Broker back office website, if any, or any other website which the stock broker will have and want to use. Any discrepancy to the Account statement shall be brought to the notice of Stock Broker within one week from the end of each quarter, failing which the account statement appearing in the books of Stock Broker shall be deemed to be correct and accepted by the client. In case such information is not available on the website for technical reason, the client takes the responsibility of calling the Stock Broker and getting the information.
50. The client agrees that each participating Exchange or association or agency that supplies any data to be displayed on the Website asserts proprietary interest in all of the market data it furnishes to the parties that disseminates the said data. Neither the Stock Broker nor the agency nor any supplier guarantees the timelines, sequence, accuracy, completeness, reliability or content of the market information, or message s disseminated to or by the party. The service of stock Broker is provided on an "as available" basis without warranties of any kind, either expressed or implied, including, without, limitation, to those of merchantability and fitness for a particular purpose.
51. Neither the Stock Broker nor any other party disseminating any data/message /information through the website shall be liable for any inaccuracy, error, omission or delay in transmission or delivery of
- a. Any such data, message or information
  - b. Any loss or damage arising from or occasioned by
    - (i) Any such accuracy, error, delay or omission
    - (ii) None-performance or
    - (iii) Interruption in any such data, information or message due to either any act or omission of the Stock Broker or to any disseminating party or to any force majeure (e.g. flood, extraordinary whether conditions, earthquake or any other act of nature, fire, war, insurrection, riot, labour dispute, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of the Stock Broker or any disseminating party.
52. The client authorised to use material which are made available by the Stock Broker or other third party at the Stock Broker's website for client's own needs in accordance with the terms and conditions which are specified for the usage, and the client is not authorised to resell the access to any such materials or to make copies of any such material for sale or use by others. Client will not delete copyright or any other intellectual property rights notices from the printouts of electronically accessed material.
53. The Stock Broker may, however, assign their rights and assets to any third person without prior consent of the client.
54. The client hereby appoints and as his representative to trade and transact in securities for and on behalf of client. In the event of authorised representative(s) being replaced it shall be responsibility of client to inform the Stock Broker of the change in writing, failing which client shall be responsible for trade obligations arising out of transactions of both representative (s) – old as well as new.
55. Severance: In case any one or more provisions contained in the Agreement becomes invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of any other provisions shall not be affected or impaired thereto.



#### 56. Electronic Contract Note (ECN)

- a. The Stock Broker shall also publish Contract Note on the website, if any, or on any other designated location (specified by Broker from time to time). The client will be issued a Log In and Password, and the client can login into his account and view/ save/print the ECN, statement, etc.
- b. The client shall take all the necessary steps to ensure confidentiality of login name and password. Unless the client lodges a complaint with the client as to his inability to access his account, it would be presumed that all the contract notes and other documents have been properly delivered.
- c. In case the Broker cannot provide contract note to its client through internet due to any unforeseen problem, the Broker will ensure that the contract note reaches the client in physical form as per time schedule stipulated by the Bye laws, rules, regulation of the Stock exchange.

#### Arrangement with Relationships Banks

The MEMBER has relationship with one or more banks (the "Relationship Banks"). The web site of the MEMBER has a payment window through a link to the web site of the Relationship Bank which provides the facility. In such a case, the CLIENT would make the payment for securities purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount) directly to the account of the MEMBER with the Relationship Bank by means of a fund transfer. Similarly in the case where the CLIENT makes an order for sale of securities the MEMBER would credit the account of the CLIENT with the Relationship Bank by means of a fund transfer on the pay-out date of the relevant Exchange on which the sale transaction is carried out. The MEMBER expressly states that the payment gateway mechanism is a service offered by the Banks with whom the MEMBER has established relations for facilitating the transfer of funds between the CLIENT's account and the MEMBER's account. The MEMBER expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of

- (I) the payment gateway services offered by such Banks
- (II) the Payment Mechanism;

#### Electronic Payment Gateway (EPG)

#### 57. EPG for net banking services

- a. The Broker shall endeavour to provide EPG for net banking such services as the Broker may decide and reserve from time to time and which may vary from time to time. These facilities shall be offered in phased manner and the Broker may make additions/deletions to said services at its sole discretion. The availability or unavailability shall be intimated through e-mail, written communication or through the web page of the Broker.
- b. In case of Joint A/c the Broker shall offer such services restricted by the joint operation of the said account.
- c. In case of a minor, said account shall be operated by natural guardian, who should undertake not to disclose user name and password to the minor.
- d. The Broker shall take reasonable care to ensure security of and prevent the unauthorised access to the EPG net banking services using technology reasonably accessible to the Broker.
- e. The client agrees that he/she/it shall not use or permit to use EPG of net banking for any illegal/immoral purpose for making any payment either online or otherwise.

#### 58. EPG for net banking access

- a. The client understands that the Broker would allot them a user ID and password for enabling them to access the password of the consumer, such third obtains access of the password of the customer, such third party would be able to provide the payment instructions to the broker.
- b. In addition to the customer ID and password the Broker may at its discretion adopt such measures including but not limited to digital certification and/or smart cards. The client agrees that it shall not attempt or permit others to attempt the account information stored in computers of Broker other than EPG for net banking services. The client shall not request for any proof for transaction undertaken through the net and the audit trail of the log in would be conclusive proof to establish that the transactions undertaken are bona fide.

#### 59. EPG for Net banking

- a. The client shall be free to utilize the Payment services through the EPG for net banking for transfer of funds for the purpose of transactions effected through Broker.
- b. The client has full right to access and avail of the services obtained and they shall comply and observe the applicable laws and regulations in each jurisdiction. They shall not access for their family/relatives/ friend's account or of any other persons account through this gateway facility for transfer of funds and if done so the client shall be fully responsible in respect of such transactions and not the broker in any manner.

c. The client shall not involve Broker as a party to such transactions

d. The client shall provide Broker with such information and/or assistance as is required by the stock broker for the performance of the agreement and/or any obligation of the Broker under this agreement.

e. The client shall not at any point of time provide to a person any details of the account held by it/him/her with the Broker including password, account number which may be assigned to it/him/her by the Broker from time to time.

#### 60. Authority to the Stock Broker

a. EPG for net banking transactions in the customers account is permitted only after authentication of customer ID and password. The client agrees that he grants express authority to the Broker or the Bank to perform the transactions undertaken by him for EPG for net banking. The Broker shall have no obligation to verify the authenticity of any transaction received from the client through the EPG for net banking or purporting to be sent by means other than the use of customer ID and password.

b. The display or the print out produced at the time of opening of account for EPG for net banking shall be a record of the internet access and shall be construed as Broker's record of relative transactions. The Broker's or Bank's own record of transactions maintained through computer system or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access or the date of sending periodical statement, whichever is earlier.

c. All the transactions arising from the EPG for net banking, to operate joint account, shall be binding on all joint holders, jointly and severally.

d. In case where the CLIENT is a Non-Resident Indian, he agrees to abide by Foreign Exchange Management Act and rules and regulations issued there under from time to time. Unless otherwise agreed in writing by the MEMBER, the MEMBER and the CLIENT shall in no circumstances be considered as persons acting in concert or as persons cooperating with each other (directly or indirectly) or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the MEMBER for and on behalf of and on account of the CLIENT pursuant to this Agreement.

e. Reserve Bank of India Guidelines : The CLIENT is aware that as per the RBI guidelines the Non-Resident Indians (NRIs) and Persons of Indian Origin (PIOs) are allowed to invest in the secondary capital markets in India through the portfolio investment scheme (PIS). Under this scheme,

NRIs can acquire shares/debentures of Indian companies through the stock exchanges in India. These Investments are governed and monitored on daily basis by the Reserve Bank of India (RBI). On reaching the aggregate ceiling limit as fixed by RBI from time to time, the RBI advises all designated bank branches to stop purchases on behalf of their NRI/PIOs CLIENTs. The Reserve Bank also informs the general public about the caution and the stop purchase in these companies through a press release.

The CLIENT being an NRI/PIO, hereby acknowledge that he is aware of the RBI guidelines in relation to his investments in the secondary market in India. The CLIENT hereby agrees to keep himself abreast of the ceiling limits on investments as published by RBI from time to time and also agrees that he shall immediately reverse his transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case the CLIENT does not/is unable to reverse such transaction immediately, the CLIENT authorizes the MEMBER to do so under intimation to the CLIENT.

#### 61. IBT TRANSACTION ORDER SYSTEM:

The CLIENT shall transmit his/its orders to the MEMBER through the internet over the MEMBER'S website, if any, or any other website through which the service may be provide at the sole discretion of the MEMBER, or through telephone (as per the predefined procedure of forwarding the order through a phone broking executive) or in such other manner as the MEMBER may permit.

Conditions Governing Trading in Securities Other than on the floor of the Stock Exchange.

Whereas the Stock broker is also registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor.

And whereas the Stock broker is providing a facility through its ONLINE services to apply/purchase/ redeem/sale/buyback or otherwise deal in the units of Mutual Funds and securities (hereinafter referred to as 'transactions') through its website as defined above. And whereas the Client is desirous of availing the facility of the said Transactions and such other facilities offered through the stock broker's website.

a. The client shall authorize the stock broker by

executing a Power of Attorney in the favour of the stock broker to execute instructions of the client or its authorized representative with regard to the transactions. All instructions given by the client / its authorized representative shall be binding on the client. The Stock broker may furnish a certified copy of the Power of



Attorney and other documents on behalf of the client to the Company / Registrar / Mutual Fund or any third party.

- b. The client agrees that the instructions with regard to the transactions may be in the client's sole name or in the name of the client jointly with other persons.
- c. The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by the stock broker.
- d. The stock broker may refuse to act on any instructions unless they are given in the manner and form acceptable to the stock broker. However, the stock broker shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the client. The client shall not hold the stock broker liable on account of the stock broker acting in good faith on instruction given by the client or its authorized representative.
- e. The stock broker may at its discretion not carry out the client's instruction where the stock broker has reasons to believe (which discretion of the stock broker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper/ unclear/raise a doubt. The stock broker shall not be liable if any instructions are not carried / partly carried out for any reason, whatsoever.
- f. In case of Mutual Funds, the client agrees and acknowledges that the stock broker shall provide the facilities as provided in this agreement only in respect of the select Mutual Funds, with whom the stock broker has entered into a separate arrangement / agreement.
- g. The client undertakes to read all the relevant Offer Documents and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through stock broker's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- h. The client shall ensure that the transactions through the stock broker are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. The stock broker may, from time to time, impose and vary limits on the orders which the client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The client agrees that the broker shall not be responsible for any variation or reduction that may be deemed necessary by the stock broker based on its risk perception and other relevant factors.
- i. The stock broker shall not be under any duty to verify compliance with any restriction on the client's investment powers.
- j. The client is responsible for the personal and bank related details provided by the client. Neither the stock broker nor any of the Mutual Funds / Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client.
- k. The client agrees that the stock broker is entitled to disclose to a third party, all such information pertaining to the Client as may be required from time to time, for the client to be able to avail of any or all of the services provided by the stock broker under this agreement.
- l. In case of change of address and personal details of the client, the client shall send a letter to the stock broker giving intimation of the change.
- m. The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by the stock broker from the Asset Management Company.
- n. The Client agrees that the client shall not, without prior intimation and acknowledgment of the stock broker, deal / liaise with the Issuer Company / Mutual Fund / Asset Management Company or its respective Registrars in respect of the services availed under this agreement.
- o. Restrictions on Access to Web Site and Trading : The CLIENT understands that the MEMBER may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict the CLIENT's access to the use of the web site or related services and the CLIENT's ability to trade. The MEMBER may terminate the CLIENT's account at any time for any reason and without prior notice to the CLIENT. The CLIENT will bear any loss that he/she/it may be faced with due to inability to execute further trades on account of such restriction. The closing of an account will not affect the rights and/or obligations of either the MEMBER or the CLIENT incurred prior to the date the account is closed.
- p. The Client authorises the stock broker, pursuant to his/its instruction, to acquire by subscribing to or by purchase of securities or any other investment products and to sell, transfer and endorse the same or redeem the same either through internet using identification number issued by any Mutual Fund from time to time or otherwise, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, applications and papers as may be necessary for acquiring or transferring/redeeming the same,

marking pledge/lien on such securities trades for which has been executed through A. K. Stockmart Private Limited and/or for transferring the investments in the units of Mutual Funds from one scheme to another or between Mutual Funds

- q. The Client authorises the stock broker, pursuant to his/its process, to make applications for or to renounce and sign renunciation forms in respect of bonds/ debentures, right shares and additional shares of any Company/ Body/ Authority and to receive and hold such rights or additional shares bonds or debentures.
- r. To sign the necessary forms and other documents if any and to file the same with the company/ies concerned for purchase, sell redemption or otherwise transfer of such securities and transferring it in my / our name.
- s. To receive and hold certificate/s, title documents, account statements and other documents and writings pertaining to the securities mentioned above and/or amount invested, advanced or expended by me / us or on my / our behalf and to acknowledge the receipt of the same.
- t. To forward all such applications placed through the website to the online- IPO module of the concerned Exchange or owner/user of Investment Product.
- u. To do all such acts and things as may be necessary to effect the subscript on/purchase/ redemption or any other transaction in any securities and / or Investment Product for which services are availed from the stock broker.
- v. To debit the purchase price of such securities or any other fees/charges etc. due to the stock broker and to discharge all obligation in this regard on my/our behalf to the stock broker, in my account with the stock broker.
- w. To credit my / our demat account(s) with any securities that are to be delivered to me/us / borrowed by me/us.
- x. To execute the share transfer requests given by me/us through the website or any other medium and process the documents authenticated by authorized signatories empowered to do so in this regard.
- y. To do or omit to do all such acts and things as the stock broker may in its discretion on consider to be necessary or desirable in order to exercise its powers hereunder or to comply with any laws, orders, rules, regulations or directions of any government or regulatory or other authorities.
- z. The client hereby agrees that the stock broker shall not be liable for any loss that may result from failure/inability of electronic connectivity of rejection of my/our application for any reason whatsoever.
- aa. To send SMS alert regarding broking transactions/debits to the beneficial owners account to me/us.

Thanking you,  
Yours faithfully,



X \_\_\_\_\_  
Client's Signature

## AUTHORITY LETTER FOR SALE OF SECURITIES IN CASE OF DEFAULT BY THE CONSTITUENT

(Signing of this letter is required in terms of Regulation 3.11 of  
NSE Regulations A-Part A (Capital Market Segment))

A. K. Stockmart Pvt. Ltd.  
601-602, 6th Floor, Windsor, Off CST Road,  
Kalina, Santacruz (East), Mumbai – 400 098 (India)

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

Ref.: Trading Account No.:

Dear Sir / Madam,

\_\_\_\_\_

I/We agree that without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), the Stock Broker shall be entitled to liquidate / close out all or any of the client's positions as well as securities placed as margin 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 such liquidation / close out may be without any prior reference or notice to the client. The Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Stock Broker.

I/We further agree that if I / We fail to deliver any one or more securities to your pool accounts in respect of the securities sold by me/us before the pay-in date notified by the Exchange from time to time, such undischarged obligation in relation to delivering any one or more securities shall be deemed to have been closed out at the auction price or closed-out price, as may be debited to you in respect of the security for the respective settlement, to the extend traceable to me/us or mine/our failure to deliver, otherwise to close out price on the date of pay- out in respect of the relevant securities, declared by the Exchange. I/We further agree that the loss, if any, on account of the close out shall be to mine / our account.

I/We further agree that if for any reason, schedule of pay-in and pay-out is modified the aforesaid shall be made applicable reckoning the actual date of pay-in and pay-out, as the case may be.

Thanking you,  
Yours faithfully,

Client's Signature:  \_\_\_\_\_

Name of the Client : \_\_\_\_\_

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

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

## Demat Debit and Pledge Instruction (DDPI)

Sr. No.	Purpose	Signature of Client *
1)	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same stock broker	X 1st Holder
		X 2nd Holder
		X 3rd Holder
2)	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.	X 1st Holder
		X 2nd Holder
		X 3rd Holder
3)	Mutual Fund transactions being executed on Stock Exchange order entry platforms	X 1st Holder
		X 2nd Holder
		X 3rd Holder
4)	Tendering shares in open offers through Stock Exchange platforms	X 1st Holder
		X 2nd Holder
		X 3rd Holder

\* the same may be eSigned or signed physically

## Escalation Matrix

Details of	Contact Person	Address	Contact No	Email Id	Working Hours
Client Servicing / Customer Care	Bhavtesh Kotharkar	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098	022-67546740	bhavtesh.kotharkar@akgroup.co.in	Mon - Fri 9:30 AM to 6:00 PM
Head of Client Servicing / Customer Care	Parag Zaveri	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098	022-67546744	parag.zaveri@akgroup.co.in	Mon - Fri 9:30 AM to 6:00 PM
	Deepak Singh		022-67546722	deepak.singh@akgroup.co.in	
Compliance Officer	Ashit Raja	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098	022-67546702	ashit.raja@akgroup.co.in	Mon - Fri 9:30 AM to 6:00 PM
Director	Annu Garg	601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098	022-67546500	stockmart@akgroup.co.in	Mon - Fri 9:30 AM to 6:00 PM

In absence of response/ complaint not addressed to your satisfaction, you may lodge a complaint with

CDSL at <https://www.cdslindia.com/Footer/grievances.aspx>

NSDL at <https://www.epass.nsdl.com/complaints/websitecomplaints.aspx>

BSE at <https://bsecrecs.bseindia.com/ecomplaint/frmlInvestorHome.aspx>

NSE at <https://investorhelpline.nseindia.com/NICEPLUS/>

**OR**

SEBI at <https://scores.sebi.gov.in/>

Please quote your Service Ticket/ Complaint Ref No. while raising your complaint at SEBI SCORES2.0/ Depository or Stock Exchange portal.



**Registered Office:** 601-602, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai – 400 098 (India)

Tel: +91-22-6754 6500 / 6634 9300 | Fax: +91-22-022-6610 0594 | CIN: U67120MH2006PTC158932

E-mail ID for Trading Account : [stockmart@akgroup.co.in](mailto:stockmart@akgroup.co.in) | E-mail ID for Demat Account : [dp@akgroup.co.in](mailto:dp@akgroup.co.in)

"For investor grievance E-mail ID : [investorgrievance@akgroup.co.in](mailto:investorgrievance@akgroup.co.in)"