

FORM NO. _____



CLIENT REGISTRATION FORM

VER 4.1.5

KYC

Trading & Demat

- ✓ Equity
- ✓ Commodity
- ✓ Currency
- ✓ Depository
- ✓ Mutual Funds
- ✓ Insurance
- ✓ IPO
- ✓ PMS
- ✓ Algo Trading
- ✓ Research

FOR OFFICE USE ONLY

UCC		Account Opening Date	
Client ID		Code	
Name			
Branch			
Sub-group			
Region			
Zone			

CONTACT DETAIL FOR INVESTOR GRIEVANCES

For any grievance/dispute please contact at the corporate office address or mail us at email id- ao@gogiacap.com or contact us on 011-49418888. In case not satisfied with the response, please contact the concerned exchange(s)/depository at :

Exchange	Website	Phone No.	E-mail ID
National Stock Exchange of India Ltd.	www.nseindia.com	1800220058	ignse@nse.co.in
Bombay Stock Exchange Ltd.	www.bseindia.com	022-22728097	is@bseindia.com
Multi Commodity Exchange of India Ltd.	www.mcxindia.com	91-22 -6731 8888	grievance@mcxindia.com

Depository	Website	Phone No.	E-mail ID
NSDL	www.nsdl.co.in	022-24994200	relations@nsdl.co.in

➤ You can also lodge your grievances with SEBI at <http://scores.gov.in>. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

DECLARATION FOR PRO TRADING

We Gogia Capital Services Limited, hereby inform all our clients that besides trading on behalf of our Clients, we also do Proprietary Trading in our own account.

Note :

The information to be given in the form, is the sole property of the Member Broker and would not be disclosed to anyone unless required by law/statutory/regulatory authorities or except with the express permission of the client.

ACKNOWLEDGMENT

Form No.

Received the application from Mr./Ms..... as the Sole, First holder alongwith and as the Second and Third holders respectively for opening Demat account. Your account will be opened after due verification by us. You can check the status of the application submitted.

Your Client Id will be intimated to you once your account gets opened successfully. Please quote the DP ID & Client ID allotted to you (CM-BP-ID in case of Clearing Members) in all your future correspondence.

[illegible][illegible]

For Gogia Capital Services Limited

Stamp and Sign

You may contact us at our

Phone No. **+91-11- 49418888** or Email to us at **ao@gogiacap.com**

P.S.: Please take this acknowledgement receipt from the RM/Branch who has contacted you.




ACKNOWLEDGEMENT

GOGIA CAPITAL SERVICES LTD.

I / we hereby acknowledge the receipt of copy of Rights and Obligations, Risk Disclosure Documents(RDD), Policies & Procedures, Rights and Obligations of the Beneficial Owner and Depository Participant, Schedule of Service Charges, Account opening form and all Other Documents as executed by me/us, to open demat &/or trading account in equity & / or commodity exchanges.

Trading Code _____ Client ID : _____

Name & Signature of Client

	Sole/First Holder / Authorised Signatory	Second Holder / Authorised Signatory	Third Holder / Authorised Signatory
Signature			
Name			

* Please stamp & Sign in case of Non-Individual Account ** In case of Joint holding, all joint holders must sign.

Date:



GOGIA CAPITAL SERVICES LIMITED
CIN : L74899DLI994PLC059674
SEBI SINGLE REGISTRATION NO. : INZ000202733
Member of NSE- Cash, F&O, Currency & Commodity (Member ID -07929) and
BSE – Cash, F&O, Currency & Commodity (Member ID -3006) and MCX- Commodity (Member ID -16895)
Depository Participant NSDL– (Regn. No. NSDL-IN-DP-582-2021)

Compliance Officer's Details : Name: Bharti Rana • Ph. : +91-11-49418850 • E-mail Id : compliance@gogiacap.com

Regd Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067
• E-mail: ao@gogiacap.com • Website: www.gogiacap.com

Particulars	Equity Derivatives & Currency Derivatives Segment of NSE & BSE	Equity Derivatives & Currency Derivatives Segment of MSEI	Commodity Segment of NSE, BSE	Commodity Segment of MCX, NSE-Cash & BSE- Cash.
Name of Clearing Member	We are Trading-cum-Clearing Member for these segments/exchanges. Please refer to the relevant details mentioned herein above	Gogia Capital Services Limited	Gogia Capital Services Limited	We are Self-Clearing Member for these segments/exchanges. Please refer to the relevant details mentioned herein above
Regd. Office address		Regd Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067		
SEBI Regn. No			INZ000202733	

INDEX OF DOCUMENTS

S. No.	Name of Document	Brief Significance of the Document	Page No.
SECTION – A (MANDATORY DOCUMENTS)			
1.	Account Opening Form	A. KYC Form - Part-I Document captures the basic information about the constituent and an instructions / checklist (to be sent to KRA)	A-1 to A-10
		B. KYC Form - Part-II Document captures the additional information about the constituent relevant to trading account and Demat account.	A-11 to A-19
2.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock/commodity exchange(s) (to be added by the stock broker).	A-20
3.	Schedule of Charges	Schedule of Service Charges for DP	A-21
4.	Terms and Conditions for SMS alerts from CDSL	Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL	A-22 to A-23
5.	FATCA & CRS Declaration	FATCA & CRS Declaration	A-24 to A-26
6.	Mutual Fund Facility	Document related to Mutual Fund Facility to be signed, if applicant wishes to avail.	A-27
7.	Margin Trading Facility (MTF)	Document related to Margin Trading Facility (MTF) to be signed, if applicant wishes to avail.	A-28 to A-31
8.	Categorization of the clients for commodity	Self- Declaration Regarding Categorization of the client for each commodity (Commodity Market).	A-32 to A-33
9.	Open Interest Declaration	Open Interest Declaration (Commodity Market).	A-33
10.	Policies and Procedures	Document describing significant policies and procedures of the Member Broker.	A-34 to A-38
SECTION – B (NON-MANDATORY DOCUMENTS)			
11.	Contract Between Member Broker & Client	Voluntary Agreement detailing various clauses mutually agreed upon.	B-1 to B-8
12.	Standing Instructions /Authorisation Letter	Standing Instruction Regarding order placement & Trade Confirmation etc. w.r.t. trading a/c.	B-9
13.	Running Account Authorisation	Authorisation for Maintaining Account on Running Account Basis	B-10
14.	Authorisation For Electronic Contract Notes (ECN)	Authorisation to Member for Issuing ECN & other Documents in Electronic Form	B-11
15.	Undertaking for Issuance of DIS Booklet	Undertaking for Issuance of DIS Booklet	B-12
16.	DDPI	Demat Debit Pledge Instruction (DDPI) Authorisation	B-13

Continued on next page

SECTION – C (DOCUMENTS PRESCRIBED BY EXCHANGES /SEBI/ DEPOSITARIES)

17.	Rights and Obligations – Equity Trading	Document stating the Rights & Obligations of Stock Broker / Trading Member, Authorised Person and client for Trading on exchanges (including additional Rights & Obligations in case of Internet/Wireless Technology based Trading).	C-1 to C-4
18.	Risk Disclosure Document (RDD) - Equity Trading	Document detailing Risks associated with dealing in the Securities Market.	C-5 to C-7
19.	Guidance note	Document detailing do's and don'ts for Trading on exchange, for the education of the investors.	C-8
20.	Rights & Obligations of Stock Brokers & Clients for Margin Trading Facility (MTF)	Rights & Obligations of Stock Brokers & Clients for Margin Trading Facility (MTF) as prescribed by NSE / BSE.	C-9 to C-11
21.	Rights and Obligations of Members, Authorised Persons and Clients – Commodity Trading	Document stating the Rights and Obligation of Member, Authorised person & Client for Trading on the Exchanges (including additional right and Obligation in case of Internet/ wireless technology based Trading)	C-12 to C-17
22.	Risk Disclosure Document (RDD) – Commodity Trading	Document detailing risks associated with dealing in the commodities market.	C-18 to C-20
23.	Guidance note	Document detailing Do's and Don'ts for trading on Exchanges, for the education of the investors – Commodity Trading.	C-21 to C-22
24.	Rights and Obligations (DP)	Document stating the Rights and Obligations of Depository Participant and Beneficiary Owner	C-23 to C-24
25.	Investor Charter	Investor Charter and disclosure by Stock Brokers & Depository Participant for clients	C-25 to C-34

I/We have fully understood the distinction and details regarding the Mandatory/Non-Mandatory documents and do hereby enter and sign the same and agree not to call into question the validity, enforceability and applicability of any agreement(s)/document(s) or clauses within any Non-Mandatory agreement(s)/document(s) under any circumstances what so ever.

Signature of Client

 (1)

PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)



Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg,

Munirka, New Delhi - 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

☐ NEW ☐ CHANGE REQUEST (Please tick ✓ the appropriate)

Acknowledgement No.

Photograph
Please affix your recent
passport size photograph

* Seperate KYC Application forms must be filled by each applicant i.e. (2nd Holder, 3rd Holder & Guardian)

Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS

<input type="checkbox"/> 1.	Name of the Applicant																			
<input type="checkbox"/> 2.	Father's / Husband Name																			
<input type="checkbox"/> 3.	Mother's Name																			
<input type="checkbox"/> 4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y									
<input type="checkbox"/> 5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)																			
	b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin																			
<input type="checkbox"/> 6.	a) PAN									b) Aadhaar Number										
<input type="checkbox"/> 7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)																			

B. ADDRESS DETAILS

<input type="checkbox"/> 1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address											
	City/Town/Village											
	State											
	PIN Code											
	Country											
<input type="checkbox"/> 2.	Specify the proof of address submitted for Residence / Correspondence address											
<input type="checkbox"/> 3.	Contact Details	Mobile No.*										
		Del. (Off.)										
		Del. (Res.)										
		Fax No										
<input type="checkbox"/> 4.	Permanent Address (If different from above. Mandatory for Non- Resident Applicant to specify overseas address)											
	City/Town/Village											
	State											
	PIN Code											
	Country											
<input type="checkbox"/> 5.	Specify the proof of address submitted for Permanent address											

C. 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/KRA Agencies/Gogia Capital Services (GCSL) through SMS/Email on the above registered number /email address. I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my 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.

Signature
of the
Applicant

(2)

Date

D D M M Y Y Y Y

☐ Originals verified & Self-Attested documents copies received

FOR OFFICE USE ONLY	Name of the person doing IPV ⁵ & Interview										Designation									
	Date of IPV ⁵ D D M M Y Y Y Y										Signature of the person doing IPV*									
	Name of the Organization										SEBI Regn. No. #									

Signature of the Authorised Signatory of
Gogia Capital Services Ltd. with Seal & Stamp

Date

D D M M Y Y Y Y

\$ IPV - stands for In Person Verification # Member Broker / Authorised Person * Mandatory Field

A. IMPORTANT POINTS

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

B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA)

List of documents admissible as Proof of Address:

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

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)



Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg,

Munirka, New Delhi - 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

☐ NEW ☐ CHANGE REQUEST (Please tick ✓ the appropriate)

Acknowledgement No.

Photograph
Please affix your recent
passport size photograph

***KYC Application forms to be filled by SECOND HOLDER / GUARDIAN (in case of Demat Account).**

Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS

<input type="checkbox"/> 1.	Name of the Applicant																					
<input type="checkbox"/> 2.	Father's / Husband Name																					
<input type="checkbox"/> 3.	Mother's Name																					
<input type="checkbox"/> 4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y											
<input type="checkbox"/> 5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)																					
	b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin																					
<input type="checkbox"/> 6.	a) PAN											b) Aadhaar Number										
<input type="checkbox"/> 7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)																					

B. ADDRESS DETAILS

<input type="checkbox"/> 1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address														
	City/Town/Village									PIN Code					
	State									Country					
<input type="checkbox"/> 2.	Specify the proof of address submitted for Residence / Correspondence address														
<input type="checkbox"/> 3.	Contact Details	Mobile No.*						E-mail ID*							
		Tel. (Off.)						Tel. (Res.)							
<input type="checkbox"/> 4.	Permanent Address (If different from above. Mandatory for Non- Resident Applicant to specify overseas address)														
	City/Town/Village									PIN Code					
	State									Country					
<input type="checkbox"/> 5.	Specify the proof of address submitted for Permanent address														

C. 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/KRA Agencies/Gogia Capital Services (GCSL) through SMS/Email on the above registered number /email address. I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my 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.

Signature
of the
Applicant

(2)

Date

D D M M Y Y Y Y

☐ Originals verified & Self-Attested documents copies received

FOR OFFICE USE ONLY	Name of the person doing IPV ⁵ & Interview												Designation			
	Date of IPV ⁵ D D M M Y Y Y Y												Signature of the person doing IPV*			
	Name of the Organization												SEBI Regn. No. #			

Signature of the Authorised Signatory of
Gogia Capital Services Ltd. with Seal & Stamp

Date

D D M M Y Y Y Y

\$ IPV - stands for In Person Verification # Member Broker / Authorised Person * Mandatory Field

A. IMPORTANT POINTS

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

B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA)

List of documents admissible as Proof of Address:

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

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)



Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg,

Munirka, New Delhi - 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

☐ NEW ☐ CHANGE REQUEST (Please tick ✓ the appropriate)

Acknowledgement No.

Photograph
Please affix your recent
passport size photograph

***KYC Application forms to be filled by THIRD HOLDER (in case of Demat Account).**

Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS

<input type="checkbox"/> 1.	Name of the Applicant										
<input type="checkbox"/> 2.	Father's / Husband Name										
<input type="checkbox"/> 3.	Mother's Name										
<input type="checkbox"/> 4.	a) Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	b) Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others	c) Date of Birth	D	D	M	M	Y	Y	Y	Y
<input type="checkbox"/> 5.	a) Nationality/Citizenship <input type="checkbox"/> Indian <input type="checkbox"/> Others (Please specify _____)										
	b) Status <input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/> Person of Indian Origin										
<input type="checkbox"/> 6.	a) PAN										
	b) Aadhaar Number										
<input type="checkbox"/> 7.	Specify the proof of identity submitted <input type="checkbox"/> PAN Card <input type="checkbox"/> Any other (Please specify _____)										

B. ADDRESS DETAILS

<input type="checkbox"/> 1.	<input type="checkbox"/> Residence / <input type="checkbox"/> Correspondence Address										
	City/Town/Village							PIN Code			
	State							Country			
<input type="checkbox"/> 2.	Specify the proof of address submitted for Residence / Correspondence address										
<input type="checkbox"/> 3.	Contact Details	Mobile No.*					E-mail ID*				
		Tel. (Off.)					Tel. (Res.)			Fax No	
<input type="checkbox"/> 4.	Permanent Address (If different from above. Mandatory for Non- Resident Applicant to specify overseas address)										
	City/Town/Village							PIN Code			
	State							Country			
<input type="checkbox"/> 5.	Specify the proof of address submitted for Permanent address										

C. 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/KRA Agencies/Gogia Capital Services (GCSL) through SMS/Email on the above registered number /email address. I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my 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.

Signature
of the
Applicant

(2)

Date

D D M M Y Y Y Y

☐ Originals verified & Self-Attested documents copies received

FOR OFFICE USE ONLY	Name of the person doing IPV ⁵ & Interview										Designation	
	Date of IPV ⁵ D D M M Y Y Y Y										Signature of the person doing IPV*	
	Name of the Organization										SEBI Regn. No. #	

Signature of the Authorised Signatory of
Gogia Capital Services Ltd. with Seal & Stamp

Date

D D M M Y Y Y Y

\$ IPV - stands for In Person Verification # Member Broker / Authorised Person * Mandatory Field

A. IMPORTANT POINTS

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

B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA)

List of documents admissible as Proof of Address:

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

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

PART I - KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Non-Individuals)
☐ NEW ☐ CHANGE REQUEST (Please tick ✓ the appropriate)

Gogia Capital Services Limited
Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg,

Munirka, New Delhi - 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

Acknowledgement No.

Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS															
<input type="checkbox"/> 1.	Name of the Applicant														
<input type="checkbox"/> 2.	Date of Incorporation								Place of incorporation						
<input type="checkbox"/> 3.	Date of commencement of business														
<input type="checkbox"/> 4.	a) PAN								b) Registration No. (e.g. CIN)						
<input type="checkbox"/> 5.	Status (please tick any one) <input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non-Government Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Others (please specify) _____														
B. ADDRESS DETAILS															
<input type="checkbox"/> 1.	Address for Correspondence <div style="display: flex; justify-content: space-between;"> <div> City/Town/Village State </div> <div> PIN Code Country </div> </div>														
<input type="checkbox"/> 2.	Contact Details <div style="display: flex; justify-content: space-between;"> <div> Mobile No.* Tel. (Off.) </div> <div> E-mail ID* Tel. (Res.) </div> <div> Fax No. </div> </div>														
<input type="checkbox"/> 3.	Specify the proof of address submitted for correspondence address														
<input type="checkbox"/> 4.	Registered Address (if different from above) <div style="display: flex; justify-content: space-between;"> <div> City/Town/Village State </div> <div> PIN Code Country </div> </div>														
<input type="checkbox"/> 5.	Specify the proof of address submitted for Registered address														
C. OTHER DETAILS															
<input type="checkbox"/> 1.	Name, PAN, Residential Address and Photographs of Promoters/ Partners/Karta/Trustees and whole time directors:														
<input type="checkbox"/> 2.	a. DIN of whole time directors b. Aadhaar Number of Promoters/Partners/Karta														
As per Seperate Sheet Enclosed															
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/KRA Agencies/Gogia Capital Services (GCSL) through SMS/Email on the above registered number /email address. I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my 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.														Signature of the Applicant Date	(2) D D M M Y Y Y Y
FOR OFFICE USE ONLY															
<input type="checkbox"/> Originals verified & Self-Attested documents copies received															
Name of the person doing IPV ⁵ & Interview														Designation	
Date of IPV ⁵														SEBI Regn. No. #	
Name of the Organization														Signature of the person doing IPV*	
Signature of the Authorised Signatory of Gogia Capital Services Ltd. with Seal & Stamp														Date	
														D D M M Y Y Y Y	

\$ IPV - stands for In Person Verification # Member Broker / Authorised Person * Mandatory Field

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM (For Trading and Demat Account)

A. IMPORTANT POINTS

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

B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA)

List of documents admissible as Proof of Address:

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

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

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

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

Type of Entity	Documentary Requirements
Corporate	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year). *Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. Copies of the Memorandum and Articles of Association and certificate of incorporation. Copy of the Board Resolution for investment in securities/commodities market. Authorised signatories list with specimen signatures.
Partnership Firm	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered partnership firms only). *Copy of partnership deed. Photograph, POI, POA, PAN of Partners. Authorised signatories list with specimen signatures.
Trust	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered trust only). **Copy of Trust deed. Photograph, POI, POA, PAN of Trustees. List of trustees certified by managing trustees/CA.
HUF	<ul style="list-style-type: none"> PAN of HUF. Bank pass-book/bank statement in the name of HUF. Deed of declaration of HUF/List of coparceners. Photograph, POI, POA, PAN of Karta.
Unincorporated Association or a Body of Individuals	<ul style="list-style-type: none"> Proof of Existence/Constitution document. Resolution of the managing body & Power of Attorney granted to transact business on its behalf. Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none"> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> Copy of SEBI registration certificate. Authorized signatories list with specimen signatures.
Army/Government Bodies	<ul style="list-style-type: none"> Self-certification on letterhead. Authorized signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none"> Copy of Registration Certificate under Societies Registration Act. List of Managing Committee members. Committee resolution for persons authorised to act as authorised signatories with specimen signatures. True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

Note : (1)* For corporate: 25% or more ownership & for other entities 15% and above implies "controlling ownership from UBO perspective".

A8

(2)** For Trusts, the trustees and settlors / protectors are also to be given as UBOs

(3) Individual having controlling stake /UBO shall submit KYC-Part-I, separately, alongwith the copy of their aadhaar card/other proof of identity /address.

**Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of
Know Your Client (KYC) Application Form for Non-Individuals**

Name of Applicant																					
PAN of the Applicant	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				

1.	Name																Photograph Please affix your recent passport size photograph & Sign Across it.
Relationship with Applicant (i.e. promoters, whole time directors etc.)																	
PAN												DIN					
AADHAAR																	
Residential / Registered Address																	
		City/Town/Village										PIN					
		State										Country					
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO															

2.	Name																Photograph Please affix your recent passport size photograph & Sign Across it.
Relationship with Applicant (i.e. promoters, whole time directors etc.)																	
PAN												DIN					
AADHAAR																	
Residential / Registered Address																	
		City/Town/Village										PIN					
		State										Country					
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO															

3.	Name																Photograph Please affix your recent passport size photograph & Sign Across it.
Relationship with Applicant (i.e. promoters, whole time directors etc.)																	
PAN												DIN					
AADHAAR																	
Residential / Registered Address																	
		City/Town/Village										PIN					
		State										Country					
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO															

4.	Name																Photograph Please affix your recent passport size photograph & Sign Across it.
Relationship with Applicant (i.e. promoters, whole time directors etc.)																	
PAN												DIN					
AADHAAR																	
Residential / Registered Address																	
		City/Town/Village										PIN					
		State										Country					
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO															

Name & Signature of the Authorised Signatory(ies)	(3)	Date <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			

Name of Applicant	
--------------------------	--

[illegible]

5.	Name																<div>Photograph</div> <div>Please affix your recent passport size photograph & Sign Across it.</div>		
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																		
	PAN														DIN				
	AADHAAR																		
	Residential / Registered Address																		
			City/Town/Village										PIN						
		State								Country									
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																	

6.	Name																	<div>Photograph</div> <div>Please affix your recent passport size photograph & Sign Across it.</div>
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																	
	PAN												DIN					
	AADHAAR																	
	Residential / Registered Address																	
			City/Town/Village										PIN					
State								Country										
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																

7.	Name																<div>Photograph</div> <div>Please affix your recent passport size photograph & Sign Across it.</div>
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																
	PAN												DIN				
	AADHAAR																
	Residential / Registered Address																
			City/Town/Village										PIN				
State								Country									
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO															

8.	Name																	<div>Photograph</div> <div>Please affix your recent passport size photograph & Sign Across it.</div>	
	Relationship with Applicant (i.e. promoters, whole time directors etc.)																		
	PAN													DIN					
	AADHAAR																		
	Residential / Registered Address																		
			City/Town/Village										PIN						
		State										Country							
Wether Politically Exposed		<input type="checkbox"/> PEP (Politically Exposed Person) <input type="checkbox"/> RPEP (Related to Politically Exposed Person) <input type="checkbox"/> NO																	

 (3)

Date	D	D	M	M	Y	Y	Y	Y
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PART-II TRADING & DEPOSITORY ACCOUNT RELATED DETAILS

FOR INDIVIDUALS & NON-INDIVIDUALS



Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka,

New Delhi - 110067 | Tel. : +91-11- 49418888 Fax : +91-11-49418899

DP ID : IN300589

I/We request you to open a Trading & Depository account in my/our name as per the below mentioned details and request you to map my/our Client Id so allotted for depository account opened along with my/our trading account as my/our primary depository account and other depository account, if any, mentioned below as my/our additional depository account.

FOR OFFICE USE ONLY

CLIENT ID

Unique Client Code (UCC)

DETAILS OF ACCOUNT HOLDER(S)

Account Holder(s)	Sole/First Holder	Second Holder	Third Holder
Name			
PAN			
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"/> Student <input type="checkbox"/> X-Not Catgorised <input type="checkbox"/> Others (Please specify; _____)	<input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Professional	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> X-Not Catgorised <input type="checkbox"/> Others (Please specify; _____)
Brief details			
Please Tick (✓) if Applicable	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (RPEP)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (RPEP)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (RPEP)

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 Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:

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

TYPE OF ACCOUNT

<input type="checkbox"/> Ordinary Resident	<input type="checkbox"/> NRI-Repatriable	<input type="checkbox"/> NRI-Non Repatriable	<input type="checkbox"/> Qualified Foreign Investor	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Promoter	<input type="checkbox"/> Margin
<input type="checkbox"/> Body Corporate	<input type="checkbox"/> FI	<input type="checkbox"/> FII	<input type="checkbox"/> Qualified Foreign Investor	<input type="checkbox"/> Mutual Fund	<input type="checkbox"/> Trust	<input type="checkbox"/> Bank
<input type="checkbox"/> CM	<input type="checkbox"/> Others					

STANDING INSTRUCTIONS

I/We authorise you to receive credits automatically into my/our account (If you do not wish to authorise for credit kindly tick at 'No')	<input type="checkbox"/> Yes <input type="checkbox"/> No
Demat Account to be operated through DDPI / Power of Attorney (PoA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SMS Alert Facility [Mandatory if you are giving DDPI/PoA. Ensure that the mobile no. is provided in the KYC application form]	
First/Sole Holder <input type="checkbox"/> YES <input type="checkbox"/> NO	Second Holder <input type="checkbox"/> YES <input type="checkbox"/> NO
Third Holder <input type="checkbox"/> YES <input type="checkbox"/> NO	
Address for communication / Corporate Benefits (Default option is Local Address) <input type="checkbox"/> Local / Permanent Address <input type="checkbox"/> Correspondence Address / Foreign Address	

SMS Alert Facility	Mobile No. + 9 1
Refer to Terms & Conditions given as Annexure - 2.4	[Mandatory, if you are giving DDPI/Power of Attorney (POA)] (if DDPI/POA is not granted & you do not wish to avail of this facility, cancel this option)
	To register for easi , please visit our website www.cdslindia.com . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.











ANNUAL INCOME DETAILS (Please Specify)

Income Range per annum*	<input type="checkbox"/> Below ₹ 1 Lac	<input type="checkbox"/> ₹ 1-5 Lac	<input type="checkbox"/> ₹ 5-10 Lac	<input type="checkbox"/> ₹ 10-25 Lac	<input type="checkbox"/> ₹ 25-1 Crore	<input type="checkbox"/> More than ₹ 1 Crore
Networth Amount* (₹)	as on DDMMYYYY (Networth should not be older than 1 year)					

*Networth is compulsory for Non-Individual client. Income Range Compulsory for all clients.

TRADING PREFERENCES

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

EXCHANGE	SEGMENT			
	CASH	F & O	CURRENCY	COMMODITY
NSE	 (4a)	 (4b)	 (4c)	 (4d)
BSE	 (4e)	 (4f)	 (4g)	 (4h)
MCX				 (4i)
NCDEX				 (4j)

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.

MFSS TRADING PREFERENCES

MFSS account to be opened, please tick	<input type="checkbox"/> NSE	<input type="checkbox"/> BSE	 (4k)
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DEMAT PREFERENCES

Demat account to be opened, please choose anyone.	<input type="checkbox"/> NSDL	<input type="checkbox"/> CDSL	 (4l)
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DEPOSITORY ACCOUNT(S) DETAILS

S.No.	Name of Depository	DP ID	Client ID	DP Name
1.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
2.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

* If demat account(s) to be mapped is/are already opened then Copy of client master or latest statement of holding is required.

BANK ACCOUNT(S) DETAILS

Sr.	Bank Name	Branch Address & Pin Code	Type of Bank Account / A/c No.	MICR Code
1.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> IFSC Code _____
2.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> IFSC Code _____

*Copy of cancelled cheque with MICR & IFSC Code is required. Bank details at serial no. 1 will be mapped with demat a/c to be opened, if any.

G.S.T. Registration Details (As applicable)

Sr.No.*	State	GST Registration Number
1.		
2.		

*Please attach copy of GST Registration Certificate.

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/commodities during the last 3 years : ☐ Yes ☐ No if yes, Mention Details.....

GUARDIAN DETAILS (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										
Relationship of guardian with applicant		PAN								

CLEARING MEMBER DETAILS (To be filled by Clearing Members only) FOR DEMAT ACCOUNT

Name of the Stock Exchange		Name of Clearing Corporation/Clearing House	
Clearing Member ID		SEBI Registration No.	
Trade Name		CM BP - Id (to be filled up by DP)	

DEALINGS THROUGH OTHER TRADING MEMBERS

If client is dealing through any other Trading Member, provide the following details (in case dealing with multiple Trading Members/AP's, provide details of all in a separate sheet containing all the information as mentioned below:

Member's / AP's Name			Client Code		
Exchange			Exchange Regn. No.		
Concern Members Name with whom the AP is Registered					
Registered Office Address		City/Town/Village		PIN Code	
		State		Country	
Ph.		Fax		Email	
Website					
Details of disputes/dues pending from/to such Member/AP:					

ADDITIONAL DETAILS

◆ Mode of receiving statement of Account/ECN & other documents <input type="checkbox"/> Physical Form <input type="checkbox"/> Electronic Form [Read Note & ensure that email id is provided in KYC application form.]	
Specify your Email id, if applicable	[E-mail Id mentioned in Part-I] E-mail Alert Facility <input type="checkbox"/> Yes <input type="checkbox"/> No
◆ Whether you wish to avail of the facility of internet trading/ wireless technology <input type="checkbox"/> Yes <input type="checkbox"/> No	Please specify
◆ I / We would like to share the email ID with the RTA <input type="checkbox"/> Yes <input type="checkbox"/> No	
◆ <input type="checkbox"/> No Prior Experience <input type="checkbox"/> In Commodities _____ Yrs <input type="checkbox"/> In other investment related fields _____ Yrs	
◆ In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of <input type="checkbox"/> Company <input type="checkbox"/> Firm <input type="checkbox"/> Others _____	
◆ Mode of receiving Standard Account Opening Documents <input type="checkbox"/> Electronic Mode <input type="checkbox"/> Physical Mode	
◆ 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 and Electronic (Tick the applicable box. If not marked the default option would be Physical)	
◆ Any other information	

DETAILS OF RELATED PERSON

<input type="checkbox"/> Addition of Related Person	<input type="checkbox"/> KYC Number of Related Persons (If available*)																			
Related Person Type *	<input type="checkbox"/> Guardian of Minor	<input type="checkbox"/> Authorized Representative	<input type="checkbox"/> Assignee																	
Name																				
(If KYC Number and name are provided, below details are optional)																				

PROOF OF IDENTITY [Pol] OF RELATED PERSON*

<input type="checkbox"/> A - Passport Number										Passport Expiry Date				D	D	M	M	Y	Y	Y	Y
<input type="checkbox"/> B - Voter ID Card																					
<input type="checkbox"/> C - PAN Card																					
<input type="checkbox"/> D - Driving Licence										Driving Licence Expiry Date				D	D	M	M	Y	Y	Y	Y
<input type="checkbox"/> E - UID (Aadhaar)																					
<input type="checkbox"/> Z - Others (any document notified by the central govt.)										Identification Number											

INTRODUCER DETAILS (Optional)

Name of the Introducer														
Status of the Introducer		<input type="checkbox"/> Remisier <input type="checkbox"/> Authorized Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others, please specify												
Address of Introducer														
		City/Town/Village							PIN Code					
		State				Country								
Phone No.						Signature of the Introducer								
Client Code/Client ID (if Existing Client)														

MOBILE NUMBER AND E-MAIL ID DECLARATION (For Individual)

(FIRST HOLDER)

I hereby declare that the Mobile No. mentioned on KYC Part-I belongs to ☐ Self ☐ Spouse ☐ Dependant Children ☐ Dependant Parent

Name of the relative PAN

I hereby declare that the Email ID mentioned on KYC Part-I belongs to ☐ Self ☐ Spouse ☐ Dependant Children ☐ Dependant Parent

Name of the relative PAN

(SECOND HOLDER)

I hereby declare that the Mobile No. mentioned on KYC Part-I belongs to ☐ Self ☐ Spouse ☐ Dependant Children ☐ Dependant Parent

Name of the relative _____ PAN [][][][][][][][][]

[illegible]

(THIRD HOLDER)

[illegible]

I hereby declare that the Email ID mentioned on KYC Part-I belongs to ☐ Self ☐ Spouse ☐ Dependant Children ☐ Dependant Parent
 Name of the relative PAN

MOBILE NUMBER AND E-MAIL ID DECLARATION (For Non-Individual)


I hereby declare that the Mobile No. mentioned on KYC Part-I belongs to _____

PAN who is the Karta/Partner/Director/Authorized Signatory/Trustee of the HUF/Firm/Company/Trust




I hereby declare that the Email Id mentioned on KYC Part-I belongs to _____

PAN who is the Karta/Partner/Director/Authorized Signatory/Trustee of the HUF/Firm/Company/Trust

IN CASE OF NRI's/Foreign National/FII's/OCB/OTHERS (As may be applicable)

RBI Approval Reference No.		RBI Approval Date	D	D	M	M	Y	Y	Y	Y
SEBI Registration No. (For FII's)										
Please attach copy of permission for dealing in securities/commodities from authorised dealer (bank) - RBI Approval										
With reference to my/our Demat account maintain with Gogia Capital Services Ltd., I/We hereby confirm that I/We have complied with, and shall continue to comply with Foreign Exchange Management Act (FEMA), 1999 and Rules & Regulations issued thereunder and other applicable laws.						 (5)		Signature of Client		

Mode of Operation for Joint Account

<input type="checkbox"/> Jointly	<input type="checkbox"/> Anyone of the holder or survivor (s)	
<p>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.</p> <p>Note: Other than above transactions/ conditions, all the other request should be duly signed by all the holders.</p>		
 (6) Signature of Sole / First Holder	 Signature of Second Holder	 Signature of Third Holder

Mode of Communication to be sent in case of joint account

For joint accounts, communication to be sent to	<input type="checkbox"/> First Holder	<input type="checkbox"/> All joint account holders
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Account Holder Details for UCC Mapping / Link :

Name of Sole/ First Holder			
PAN		UID	
I/We Authorized GOGIA CAPITAL SERVICES LIMITED to Link My/Our UCC Code in My/ Our Demat Account open with this form number with following details.			
<i>Exchanges</i>			
NSE		CM ID / TM ID - 07929	
BSE		CM ID / TM ID - 3006	
MSEI		CM ID / TM ID -	
Name of Second Holder			
PAN		UID	
Name of Third Holder			
PAN		UID	

ONE TIME DECLARATION FOR INTER DEPOSITORY TRANSFER OF GOVERNMENT SECURITIES

I / we, undersigned, having demat account with you as per the details mentioned below, hereby declare that I / we will submit only those inter depository transfer instructions in respect of Government Securities (G-Sec) which are bonafide and arising out of genuine trade or transfer transaction.

 (7)

Signature of Sole / First Holder



Signature of Second Holder



Signature of Third Holder

INSTRUCTIONS RELATED TO NOMINATION, ARE AS BELOW:

- I. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly and singly by the sole/first holder in case of trading account. Non- individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly, all joint holders will sign the nomination form.
- II. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
- III. The Nominee(s) shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
- IV. Nomination in respect of the beneficiary owner account/trading account stands rescinded upon closure of the beneficiary owner account/trading account. Similarly, the nomination in respect of the funds/securities/commodities shall stand terminated upon transfer of the funds/securities/commodities.
- V. Transfer of funds/securities/commodities in favour of a Nominee(s) shall be valid discharge by the depository and the Participant/exchange(s) against the legal heir.
- VI. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts/trading account on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
- VII. On cancellation of the nomination, the nomination shall stand rescinded and the depository/exchange(s) shall not be under any obligation to transfer the funds/securities/commodities in favour of the Nominee(s).
- VIII. Nomination can be made upto three nominees in a demat account. In case of multiple nominees, the Client must specify the percentage of share for each nominee that shall total upto hundred percent. In the event of the beneficiary owner not indicating any percentage of allocation/share for each of the nominees, the default option shall be to settle the claims equally amongst all the nominees.
- IX. On request of Substitution of existing nominees by the beneficial owner, the earlier nomination shall stand rescinded. Hence, details of nominees as mentioned in the FORM IO at the time of substitution will be considered. Therefore, please mention the complete details of all the nominees.
- X. Copy of any proof of identity must be accompanied by original for verification or duly attested by any entity authorized for attesting the documents, as provided in Annexure D.
- XI. Savings bank account details shall only be considered if the account is maintained with the same participant.
- XII. DP ID and client ID shall be provided where demat details is required to be provided.

NOMINATION FORM (Please fill either Annexure- A or Annexure-B, given below)

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/60I dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

NOMINATION DETAIL

Nomination Registration No. : <input type="text"/>										Date : <input type="text"/>																														
UCC (Trading Code) <input type="text"/>										DP ID <input type="text"/>										Client ID <input type="text"/>																				
I/We wish to make a nomination. [As per details given below]																																								
I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my/our account in the event of my/our death.																																								
Nomination can be made upto three nominees in the account.										Details of 1st Nominee										Details of 2nd Nominee										Details of 3rd Nominee										
1	Name of the nominee(s) (Mr./Ms.)																																							
2	Share of each Nominee					Equally <input type="checkbox"/> [If not equally, please specify percentage]					%										%										%									
Any odd lot after division shall be transferred to the first nominee mentioned in the form.																																								
3	Relationship With the Applicant (If Any)																																							
4	Address of Nominee(s)																																							
										PIN Code																														
5	Mobile/Telephone No. of Nominee(s)																																							
6	Email ID of Nominee(s)																																							
7	Nominee Identification details : [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature										<div>Photograph of 1st nominee</div> <div>Signature of Nominee across photograph</div>										<div>Photograph of 2nd nominee</div> <div>Signature of Nominee across photograph</div>										<div>Photograph of 3rd nominee</div> <div>Signature of Nominee across photograph</div>									
										Signature																														
<input type="checkbox"/> PAN																																								
<input type="checkbox"/> Aadhaar																																								
<input type="checkbox"/> Saving Bank Account No.																																								
<input type="checkbox"/> Proof of Identity																																								
<input type="checkbox"/> Demat Account ID																																								
Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:																																								
8	Date of Birth {in case of minor nominee(s)}										<input type="text"/>										<input type="text"/>										<input type="text"/>									
9	Name of Guardian (Mr./Mrs.) {in case of minor nominee(s)}																																							
10	Address of Guardian(s)																																							
										PIN Code																														
11	Mobile/Telephone No. of Guardian																																							
12	Email ID of Guardian																																							
13	Relationship of Guardian with Nominee																																							



I4 Guardian Identification details : [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <div style="text-align: right; margin-top: 10px;">Signature</div>	Photograph of 1st Guardian <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-15deg);">Signature of Guardian across photograph</div>	Photograph of 2nd Guardian <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-15deg);">Signature of Guardian across photograph</div>	Photograph of 3rd Guardian <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-15deg);">Signature of Guardian across photograph</div>
Signature of All Holder's			
 Signature of Sole / First Holder	 Signature of Second Holder	 Signature of Third Holder	
Signature of Witness for Nomination*			
Name of the Witness	Address	Signature of Witness	

*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




[Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/60I dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

DECLARATION FORM FOR OPTING OUT OF NOMINATION		Date <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y			
UCC (Trading Code)		DP ID		Client ID						
Sole/First Holder Name										
Second Holder Name										
Third Holer Name										
I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat 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 / our trading / demat 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 account.										
Signature of All Holder's										
 Signature of Sole / First Holder	 Signature of Second Holder	 Signature of Third Holder								
Signature of Witness for Nomination*										
Name of the Witness	Address	Signature of Witness								

*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

SIGNATURES OF ALL HOLDERS

Signature of Sole/ First Holder/ Guardian/Karta/ Auth. Signatory	 (10)
Signature of Second Holder / Auth. Signatory	
Signature of Third Holder / Auth. Signatory	

DECLARATION

- I/We hereby declare that the Rules, Regulations and By-laws of the Depository, Depository Participants, SEBI, Stock Exchanges & Stock Broker 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. 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/We am/are aware that I/we may be held liable for it.
- I/We confirm having read explained and understood the contents of the document on policy and procedures of the Stock Broker and the tariff sheet.
I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) (Depository & Trading) and 'Risk Disclosure Document' (Trading). I/We do hereby agree to be bound by such provisions as outlined in these documents. I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/We hereby acknowledge the receipt of Rights and Obligations of Stock Brokers, Authorised person and Clients (Trading) and also Rights and Obligations of the Beneficial Owner and Depository Participant. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website.
- I/We hereby declare that the client id allotted to me/us for depository account opened by you as per this application form be mapped with my/our trading account opened as per this application form as my/our primary depository account and other depository account, if any, mentioned above as my/our additional depository account.

Place : _____

Date _____

FOR OFFICE USE ONLY

UCC Code allotted to the Client	Client ID
I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, for the information of the clients.	
Date :	Signature of the Authorised Signatory of Gogia Capital Services Ltd. with Seal & Stamp

INSTRUCTIONS / CHECK LIST

Additional documents in case of trading in derivatives segments - illustrative list:	
Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form I6	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

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

Bank Proof: 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.

Demat Proof: Demat master or recent holding statement issued by DP bearing name of the client.

For Non Individuals:

- Form need to be initialised by all the authorized Signatories.
- Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities/commodities on behalf of company/firm/others and their specimen signatures.

In-person Verification:

For Individuals:

- Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/authorised person's office.
- 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.

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 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 preference mentioned in case all joint account holders is opted, communication to first holder will be sent as per preference and communication to other holders will be in electronic mode. The default option will be communication to first holder if no option selected.
- Strike off whichever is not applicable.

TARIFF SHEET

NSE / BSE / MCX / NCDEX

ITEM	Brokerage(%)	Min (Rs.)	(Rs./Lot)
A/c Opening Charges (Including GST)	Nil		
Equity Delivery			N.A.
Equity Intraday			N.A.
Equity Future			N.A.
Equity Stock Option	N.A.	N.A.	
Equity Bank Nifty Option	N.A.	N.A.	
Equity Nifty Option	N.A.	N.A.	
Equity Currency Future			N.A.
Equity Currency Option	N.A.	N.A.	
Commodity Delivery			N.A.
Commodity Futures			N.A.
Commodity Options (Others)	N.A.	N.A.	
Commodity Options (Silver and Copper)	N.A.	N.A.	
Commodity Options (Gold)	N.A.	N.A.	
Mutual Funds / Liquid Bees	Nil		
Delayed Payment Charges	1.5% per month		
GST*	18%		

OTHER CHARGES

Particulars	Capital Market (Cash) Segment		Equity Derivatives Segment		Currency Derivatives Segment		Commodity Derivatives Segment	
	Delivery	Jobbing	Futures	Options	Futures	Options	Futures	Options
Other Charges (%)								
Other charges represents a consolidated charge towards providing various value-added services such as Trade Confirmation SMS, electronic account access, portfolio tracker, access to research reports, market news SMS and towards defraying Member's Statutory/Regulatory liability for the client's trades.								
*GST	As per the provisions of GST Act 2017 and as amended from time to time.							
STT / CTT	As per the provisions of STT / CTT Act and as amended from time to time.							
Stamp Duty	As per provisions of the Indian Stamp (Collection of Stamp-Duty through Stock Exchanges, Clearing Corporations and Depositories) Rules, 2019 and as amended from time to time.							
other taxes	As may be applicable from time to time.							

In case copy of any report/contract note in physical form is required by the client, client shall be charged Rs. 25/- per Contract Note & Rs. 100/- per report per financial year. GST & postal charges, as applicable, shall be extra.

Banking Transaction Charges:

Payment Gateway transfers - NIL, Cheque bounce - Rs. 250/- per instance, NACH mandate failure - Rs. 100/- per instance & GST - 18%.

Note:- Brokerage rates are charged on each leg of the transaction including expired, exercised and assigned contracts. Min 1 paise per contract note will be charged in case of per order (20:20) plan.

Signed for and on behalf of Client

Signature of Client

 (11)

Gogia Capital Services Limited

SCHEDULE OF CHARGES FOR DEPOSITORY SERVICES

SCHEDULE – A

ACCOUNT TYPE	REGULAR DEMAT ACCOUNT	BASIC SERVICES DEMAT ACCOUNT
	NORMAL	BSDA
Account Opening Charges	NIL	NIL
Account Maintenance Charges (Choose any one Scheme)	Rs.400/- p.a. (Payable up front)	Holding Value upto Rs 50,000/- NIL AMC Holding Value between Rs. 50,000/- to Rs. 2 Lacs – Rs. 100/- p.a Holding Value More Than Rs. 2 Lacs shall be charged as per Normal Scheme of Regular Demat Account
	Rs.1000/- p. a. (Payable up front) Corporate Account	No AMC in case the value of debt securities is up to Rs. 1 lakh and a maximum AMC of Rs 100/- if the value of holdings of debt securities is between Rs. 1,00,001/- and Rs. 2,00,000/-
TRANSACTION CHARGES		
• Credit	NIL	NIL
• Debit	Rs. 20/- (per transaction / per ISIN)	Rs 50/- (per transaction / per ISIN)
Rejection of Delivery Instruction	Rs. 30/- (per Instruction)	Rs.30/- (per Instruction)
Dematerialisation Demat Processing Charges	Rs. 5/- per certificate plus Rs.50/- per request	Rs.10/- per certificate plus Rs.50/- per request
Demat Rejection Charges	Rs. 50/- per rejection	Rs. 50/- per rejection
Conversion of Mutual Fund units represented by SOA into Demat	Rs. 50/- per request	Rs. 50/- per request
Rematerialisation		
Rematerialisation	Fee of Rs. 15/- for every hundred securities or part thereof; or a flat fee of Rs. 15/- per certificate plus Rs. 50/- per request. (Whichever is higher)	Fee of Rs. 15/- for every hundred securities or part thereof; or a flat fee of Rs. 15/- per certificate plus Rs. 50/- per request (Whichever is higher)
Repurchase/Redemption of Mutual Fund / Reconversion of Mutual Fund into SOA Charges	Rs. 50/- per request	Rs. 50/- per rejection
Pledge / Hypothecation		
Creation / Invocation	Rs. 50/- per instruction	Rs. 50/- per instruction
Closure / Unfreeze	Rs. 25/- per instruction	Rs. 25/- per instruction
Client Master Modification Charges	Rs. 50/- per request	Rs. 50/- per request
Freeze/Unfreeze Instruction	Rs. 50/- per request	Rs. 50/- per request
Delivery Instruction Booklet	Rs. 40/- Per Booklet (20 Leaves)	Rs. 40/- Per Booklet (20 Leaves)
Speed-e Facility		
Annual Maintenance (Password Users)	Rs. 100/- per annum	Rs. 100/- per annum
Annual Maintenance (Smart Card / DSC Users)	Rs. 500/- per annum	Rs.500/- per annum
IDEAS	Rs. 20/- per annum	Rs. 20/- per annum

TERMS & CONDITIONS :

- In case of delays in the payment of charges, interest @2% p.m shall be charged on outstanding balance and debited in the account.
- DP reserves the right not to execute the delivery instruction in case where service charges are outstanding.
- Rs. 10/- per page will be charged for extra Holding/Transaction Statements.
- All instructions for transfer must be received up to 4 p.m of previous day of settlement deadline for respective settlement in case of physical form (in case of electronic instruction upto 6 p.m.) Late instructions would be accepted at the account holder's risk and responsibility.
- Charges are subject to revision at the company's sole discretion and as per revisions in NSDL changes and are subject to 30 days notice from the date of applicability.
- All out of pocket expenses actually incurred will be charges extra.
- Any additional charges/taxes/statutory levies charged by statutory authority as and when applicable will be levied
- Depository charges of Broking Client having trading account with us will be debited to their trading account.
- Any other service, which is not mentioned above will be charged separately as per the rates applicable from time to time.
- In case of Auto Conversion of account category from BSDA to Normal Regular Demat Account Normal Scheme AMC shall be levied from the date of conversion.
- All payments to be made in the name of "Gogia Capital Services Limited" Via a Cheque / DD payable at New Delhi. Outstation cheques will not be accepted.

Any other specific charges structure: Gogia Capital

Voluntary Declaration from Client:

- ☐ I/We hereby subscribe for **REGULAR DEMAT ACCOUNT** and agree to pay fees/charges as per option selected above irrespective of my holding valuation considering different service charges

Date :

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (12)

Signature of Sole / First Holder



Signature of Second Holder



Signature of Third Holder

Note:

- It is hereby informed that with the issuance of CAS from Depositories, GCSL have discontinued dispatching mandatory annual physical statement.
- Further, it should also be noted that the dispatch of annual CAS statements shall be discontinued if the account continuous to remain zero balance even after one year and /or if no Annual Maintenance Charges (AMC) is received by the DP.

TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM DEPOSITORY

[SMS Alerts will be sent by Depository to BOs for all debits and for all credits as well.] Annexure - 2.4

Definitions:

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

1. "Depository" means National Securities Depository Limited a company incorporated in India under the Companies Act 1956 and having its registered office at Trade World, A wing, 4th Floor, Kamala Mills Compound, Lower Parel, Mumbai—400013 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of NSDL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with 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 whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

Availability:

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

Receiving Alerts:

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

Fees :

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

Disclaimer:

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

BO ID	I	N	3	0	0	5	8	9										
	(Please write your 8 digit DPID)								(Please write your 8 digit Client/BO ID)									
Sole / First Holder's Name																		
Second Holder's Name																		
Third Holder's Name																		
Mobile Number on which messages are to be sent	+	9	1															
(Please write only the mobile number without prefixing country code or zero)																		
The mobile number is registered in the name of																		
E-mail ID																		
(Please write only ONE valid email ID on which communication; if any, is to be sent)																		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  (13) Signature of First Holder </div> <div style="text-align: center;">  Signature of Second Holder </div> <div style="text-align: center;">  Signature of Third Holder </div> </div>																		
Place											Date							

Particulars	Sole/First Holder/Guardian	Second Holder	Third Holder
A. Country of Birth is any country other than India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. Citizen of any country other than India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. Tax resident of any country/ies other than India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Are you a US Specified Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If any of the above answer is “Yes”, please fill the below mentioned details also.

Particulars	Sole/First Holder/Guardian		Second Holder		Third Holder	
Place & Country of Birth						
Country of Citizenship/ Nationality						
Sr. No.	Country of Tax Residency* (Other Than India)	Taxpayer Identification No.	Country of Tax Residency* (Other Than India)	Taxpayer Identification No.	Country of Tax Residency* (Other Than India)	Taxpayer Identification No.
1.						
2.						
3.						
Address						

*Please indicate all countries in which you are a resident for tax purpose and associated Taxpayer identification number.

DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Gogia Capital Services Ltd. for any modification to this information promptly.

For Investor convenience, Gogia Capital Services Ltd. (GCSL) collecting this mandatory information for updating across all Group Companies of GCSL whether you are already an investor or would become an investor in future.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

 (14)

.....
Sole/First Holder Signature



.....
Second Holder Signature



.....
Third Holder Signature

*For Detail Terms & Conditions please visit www.gogiacap.com-Download Section

FATCA & CRS DECLARATION (FOR NON-INDIVIDUAL)

Please tick the applicable tax resident declaration -

I. Is "Entity" a tax resident of any country other than India ☐ Yes ☐ No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other, please specify)
1.			
2.			
3.			

* In case Tax Identification Number is not available, kindly provide its functional equivalent.

In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

<p>I. We are a, Financial institution <input type="checkbox"/> (Refer I of Part C) or Direct reporting NFE <input type="checkbox"/> (Refer 3(vii) of Part C) (please tick as appropriate)</p>	<p>GIIN <input style="width: 80%;" type="text"/></p> <p>Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below</p> <p>Name of sponsoring entity <input style="width: 80%;" type="text"/></p>
<p>GIIN not available (please tick as applicable)</p>	<p><input type="checkbox"/> Applied for <input type="checkbox"/> Not obtained – Non-participating FI</p> <p><input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category <input style="width: 20%;" type="text"/> (Refer I A of Part C)</p>

PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

<p>1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify any one stock exchange on which the stock is regularly traded)</p> <p>Name of stock exchange <input style="width: 80%;" type="text"/></p>
<p>2. Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)</p> <p>Name of listed company <input style="width: 80%;" type="text"/></p> <p>Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company</p> <p>Name of stock exchange <input style="width: 80%;" type="text"/></p>
<p>3. Is the Entity an active NFE (Refer 2c of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business <input style="width: 80%;" type="text"/></p> <p>Please specify the sub-category of Active NFE <input style="width: 20%;" type="text"/> (Mention code – refer 2c of Part C)</p>
<p>4. Is the Entity a passive NFE (Refer 3(ii) of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business <input style="width: 80%;" type="text"/></p>

UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)

Category (Please tick applicable category):

<input type="checkbox"/> Unincorporated association / body of individuals	<input type="checkbox"/> Public Charitable Trust	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Religious Trust	<input type="checkbox"/> Limited Liability Partnership Company	<input type="checkbox"/> Private Trust
---	--	---	--	--	--

☐ Others (please specify)

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN #			
Address	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) §			

* To include US, where controlling person is a US citizen or green card holder

If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

% In case Tax Identification Number is not available, kindly provide functional equivalent

§ Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform Gogia Capital Services Ltd. for any modification to this information promptly.

For Investor convenience, Gogia Capital Services Ltd. (GCSL) collecting this mandatory information for updating across all Group Companies of GCSL whether you are already an investor or would become an investor in future.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name			
Designation			
 (15) Sole/First Authorised Signatory Place _____	 Second Authorised Signatory	 Third Authorised Signatory	Date ____/____/____
*For Detail Terms & Conditions please visit www.gogiacap.com -Download Section			

MUTUAL FUND FACILITY

Date : _____

To

Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi — 110067 | Tel. : + 91-11- 49418888 Fax : + 91-11-49418899

Sub : Mutual Fund Service System (MFSS)Facility/ BSE StAR Mutual Fund Facility & other MF approved platform.

Sir,

I/We _____ am/are registered as your client with UCC No. _____

for the purpose of trading in the Capital Market segment and/or Derivatives segment. I/We am/are interested in availing the trading facility of the Exchanges for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS and/or BSE StAR MF and/or other MF. For the purpose of availing these facilities, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of this facility and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the NSE Circular dated November 24, 2009, BSE circular dated December 2, 2009 and as may be specified by the Exchanges from time to time in this regard. I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI). I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes. I/we agree and authorize you to issue payment on my behalf by debiting my account with the value of my/our transactions along with charges.

I/we therefore request you to register me/us as your client for participating in mutual fund trading facility of exchanges.

Details of terms & conditions for the Investor / Client for using MFSS facility BSE StAR MF & other MF Platform

- I. Pre-requisites for becoming Investor / Client for the MFSS facility/ BSE StAR MF /other MF platform.
 - I.1. The client who is desirous of investing in units of mutual fund schemes through the MFSS /BSE StAR/other MF platform.
 - I.2. The Client intends to execute his instruction for the subscription/ redemption of units of Mutual Fund Schemes through the broker who is a Mutual fund Intermediary (MFI) of the MFSS /BSE StAR/other MF platform
 - I.3. The client has satisfied itself of the capacity of the MFI to deal in Mutual Fund units and wishes to execute its instruction through the MFI and the client shall from time to time continue to satisfy itself of such capability of the MFI before executing transacting through the MFI.
 - I.4. The Client has approached to the MFI with the application for availing the MFSS facility/BSE StAR/other MF platform
 - I.5. The client has submitted relevant KYC (Know Your Client) details to the MFIs
2. Terms and Conditions
 - 2.1. The client shall be bound by circulars/ notices issued by NSEIL/BSE from time to time including the Circulars issued by NSEIL/BSE and rules, regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
 - 2.2. The client shall notify the MFI in writing if there is any change in the information in the 'client registration form' provided by the client to the MFI at the time of registering as a client for participating in the MFSS / BSE STAR/other MF platform or at any time thereafter.
 - 2.3. The client shall submit to the MFI a completed application form in the manner prescribed format for the purpose of placing a subscription order with the MFI
 - 2.4. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
 - 2.5. The client shall be wholly responsible for all his investment decisions and instruction.
 - 2.6. The client shall ensure continuous compliance with the requirements of the Exchanges, SEBI and AMFI.
 - 2.7. The Client shall pay to the MFI fees and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that MFI renders to the Client.
 - 2.8. The client will furnish information to the MFI in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 - 2.9. In the event of non-performance of the obligation by the MFI, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL/BSE or NSCCL/ Indian Clearing Corporation Ltd. (ICCL), other exchanges/Clearing Corporation.
 - 2.10. In case of any dispute between the MFIs and the investors arising out of the MFSS facility/ BSE StAR/other MF platform, exchanges and / or NSCCL/ICCL agrees to extend the necessary support for the speedy redressal of the disputes.

Signature of Client

 (16)

Client Name _____

Margin Trading Facility (MTF)

Date : _____

To

Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067 | Tel. : +91-11- 49418888 Fax : +91-11-49418899

Sub: Request/consent for availing the Margin Trading Facility (MTF) in NSE/BSE

UCC.: _____

Dear Sir,

This has reference to KYC Form and execution of necessary documents in this regard for opening of my/our trading account with you.

Further, I/we wish to avail the Margin Trading Facility (MTF) in my/our trading account to be opened with you in NSE &/or BSE. I/We have read & understood the Rights & Obligations of Stock Brokers, Sub-brokers & Clients, Policies & Procedures and other terms & conditions pertaining to MTF and undertake & agree to abide by the same including the rules, regulations & byelaws of the exchange/SEBI issued from time to time in this regard.

I/We hereby agree that the mode of communication including for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position may be given telephonically or electronically or otherwise as per the discretion of the stock Broker.

Further, I/we understand & agree that all the terms and conditions of the authorization given by me/us, titled "Authorisation for Electronic Contract Notes" for issuing ECN and other documents in electronic form to me/us, shall be mutatis mutandis applicable to me/us for the aforementioned MTF as well.

You are requested to kindly do the needful for the activation of my/our trading account for the MTF.

Thanking you,

Yours faithfully

Signature of Client

 (17)

Name :

Date :

TERMS & CONDITIONS FOR MARGIN TRADING FACILITY (MTF)

As prescribed by Gogia Capital Services Ltd (GCSL)

KYC & Other documents executed separately

1. All the terms and conditions of the agreement, titled "Contract between Stock Broker & Client "Policy & Procedures" and other relevant documents entered by the Client during the Client Registration process and from time to time thereafter shall be mutatis mutandis applicable to the Client for the aforementioned MTF as well.
2. All the terms and conditions of the authorization given by the Client, titled "Authorisation for Electronic Contract Notes" for issuing ECN and other documents in electronic form to the Client, given by the Client shall be mutatis mutandis applicable to the Client for the aforementioned MTF as well.
3. The Client must ensure that the information provided by the client for opening of his/her/it trading account is up to date and be used for the aforementioned MTF. The Client shall be responsible to keep the same updated at all times.

Interest, Brokerage and Other charges

4. The client will be charged with interest at the rate of 1.5% per month or any other rates as may be mutually agreed between the client and the Stock Broker along with applicable taxes, if any. The Client hereby authorizes the Stock Broker to directly debit the same to the account of the Client on daily product basis. Further, Brokerage & other charges including applicable taxes as per the tariff sheet signed by the client for the delivery trades in the normal transactions of the relevant exchange or mutually agreed terms thereafter shall also be applicable to the MTF trades.

Mode of Communication

5. The consent for activation of Margin Trading Facility can be given by the client by duly signed physical letter or by any secured electronic method provided by the Stock Broker
6. Mode of all types of communication including but not limited to communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position may be given telephonically/electronically or otherwise through the Client's E-mail / SMS at the email id / mobile number of the Client registered with GCSL or by way of logging-in on website of GCSL in a secured manner or physical mode as per the discretion of the stock Broker. The client shall note that non-receipt of bounced mail notification by the Stock Broker shall amount to delivery of the aforesaid communication at the e-mail ID of the client. In case, in any of the above exchanges due to any reason, whatsoever, if client wants the Stock Broker to send any document in physical form including bouncing of email, charges, as applicable, shall be debited to the client account.

Securities Eligible for Margin Trading Facility

7. Equity Shares that are classified as 'Group I security' as per SEBI Master circular No. SEBI/HO/MRD/DP/CIR/P/2016/135 dated December 16, 2016, or as permitted by SEBI/Exchanges/Stock Broker from time to time, shall be eligible for Margin Trading Facility.

Margin Requirement

8. In order to avail Margin Trading Facility, initial margin required shall be as under:

Category of Stock	Applicable margin
Group I stocks available for trading in the F & O Segment	VaR + 3 times of applicable ELM*
Group I stocks other than F&O stocks	VaR + 5 times of applicable ELM*

*For aforesaid purpose the applicable VaR and ELM shall be as in the cash segment for a particular stock.

9. The initial margin payable by the client to the Stock Broker shall be in the form of cash, cash equivalent or Group I equity shares, with appropriate hair cut as specified in SEBI Master circular no. SEBI/HO/MRD/DP/CIR/P/2016/135 dated December 16, 2016. or as applicable from time to time .
10. The Client hereby understands and agrees that it shall be the responsibility of the Client to regularly monitor and review the margin availability and keep sufficient margin at all times with GCSL. The Client also understands and agrees that in the event of available margin being reduced to 60% or less of the required margin at any point during the day or end of day due to any reason, the client's collateral/security/positions may be liquidated immediately by GCSL without any reference to the client. Client can also ascertain his/her/its margin availability and surplus/shortage in margin on real time basis from information on margin utilized, Mark to Market(MTM), ledger balance, collateral value etc provided by GCSL on its website/mobile application. . Further, GCSL may also inform the Client on MTM/margin status during the day and or at the end of the day through SMS and or email.

11. The Client agrees that GCSL shall be entitled to sell, pledge, block / unblock, deal with or otherwise transfer the Securities of the client to any third party, including the Clearing Corporation/House of the respective exchanges (if acceptable by exchanges) for any purpose and declare to the third party that all the Securities are being provided to such parties as securities being the unencumbered, absolute and disposable property of GCSL and free from any prior charge, lien or encumbrance, and to execute transfer documents and/or any other necessary documents, wherever applicable or other endorsements for this purpose. GCSL shall be entitled to receive from the Client all costs, charges, expenses incurred by GCSL for the aforesaid purposes as well as any consent, ratification or the like which shall not be withheld or delayed for any reason and in case of failure of which GCSL is hereby permitted and authorized to provide the same for and on behalf of the Client.
12. The exchange/stock broker, based on the risk assessment, shall have the discretion to impose/collect higher margin than the margin specified in para-8 above.

Liquidation of Securities by the Stock Broker in Case of Default by the Client

13. The Stock Broker shall have the right to liquidate the securities/position, if the client fails to meet the margin and or to comply with the conditions as mentioned above or specified in the "Rights and Obligations Document" specified by exchange with respect to MTF. The position may be squared off and or securities/collaterals may be liquidated on best effort basis by the Stock Broker, however, the Stock Broker shall not be responsible for any loss, including on account of any fluctuation, execution, partial or non-execution of the trades or any loss of opportunity or notional profit due to any reason whatsoever.

Closure /Termination of MTF Account

14. The Client may close / terminate the Margin Trading Account at any time after paying all the dues payable by the Client related to the client's MTF account &/or any other segment/exchange with the Stock Broker
15. The Stock Broker shall have the right to close client's MTF Account without assigning any reason by giving 30 days notice to the client.

Other Conditions

16. The Client shall lodge protest or disagreement with any transaction done under the Margin Trading Facility within the next working day on which the MTF trade is executed.
17. Any disputes arising between the client and the Stock Broker in connection with the Margin Trading Facility shall have the same treatment as normal trades and shall be covered under the investor grievance redressal mechanism/ arbitration mechanism of the stock exchange.
18. The client understands and agrees that Stock Broker may at any point of time adjust the debit balance of normal transactions account to the balance of MTF account of the client or vice-versa.
19. The delivery of the securities given by the client can be released on the request of the client at any time subject to repayment of the amount that was paid by the Stock Broker to the Exchange towards securities and all other dues payable by the client related to the client's MTF account or any other segment/exchange with the Stock Broker.
20. GCSL shall not be bound to grant MTF to the Client (which decision shall be at the sole and exclusive discretion of GCSL) and GCSL shall not be required to provide any reasons thereof nor shall GCSL be liable for any damages, direct or consequential or whether monetary or otherwise, to the Client by reason of GCSL refusal to grant MTF to the Client.
21. The dues, wherever mentioned herein, includes but not limited to outstanding balances, interest, statutory taxes, duties, charges, penalties etc.
22. The client agrees that the securities of the client may be pledged for the purpose of pay-in/margin obligation of the client pertaining to his/her/its trading/MTF account by the Stock Broker from the demat account of the Client to the designated demat account of the Stock Broker presently having TM Client Securities under Margin Funding Account, for Funded Stocks/PayIn or Payout) opened by the stock broker for the purpose of MTF using DDPI/POA, if executed by the client, in favour of the Stock Broker. The details of any other demat account, if opened at a later stage, shall be intimated by the Stock Broker separately. The client should note that the securities to be pledged by the client against margin should only be pledged by the client in the Member Broker.
23. No delay in exercising or omission to exercise any right, power or remedy accruing to GCSL upon any default by the Client or otherwise under these Right and Obligations document or the Contract between Member Broker & Client shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of GCSL in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of GCSL in respect of any other default. The rights of GCSL under these Terms and Conditions and the Member Client Agreement(s)/ Contract between Member Broker and Clients/Rights & Obligations of Stock Broker, Sub Brokers & Clients/Policies & Procedures or any other document executed by the Client are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the sole discretion of GCSL.
24. The client understands and agrees that the stock broker shall be entitled to modify/alter the terms and conditions by giving a 30 days notice to the client. The

continued use of the facility by the client shall be deemed to be an acceptance by the client that he/she/it has understood the modified /altered terms and conditions and accepts the same

25. The client understands that the positions will be permitted to be continued upon fulfillment of the necessary Margin requirements as specified by GCSL for the particular scrip from time to time. The Client agrees that though presently there is no maximum time limit prescribed by GCSL for keeping the positions open, GCSL reserves the right at its discretion to stipulate a maximum time within which Client will have to either square off the position or make the payments for delivery
26. GCSL, at its sole discretion, reserves the right to either temporarily or permanently, withdraw or suspend the Margin Trading Facility in question at any time without giving any notice or assigning any reason for the same, whether in respect of one or more Clients. In case of a temporary withdrawal, the privileges may be reinstated by GCSL at its sole discretion.
27. The Client understands that under MTF, Client would not be able to take further positions and/or existing positions may be squared off by GCSL at its discretion on occurrence of any of the following events:
 - 1) If at any point of time total exposure across all stocks of all the Clients of GCSL taken together under this facility exceeds the SEBI / Stock Exchange prescribed maximum allowable exposure limit specified for a stock broker. Client agrees that GCSL may set this limit at its discretion which can be lower than the limits prescribed by SEBI/Stock Exchange as part of its risk management process.
 - 2) If the Client exceeds or is about to exceed the maximum allowable exposure for a single Client. Client understands that SEBI /Stock Exchange has prescribed a maximum limit for allowing exposure to a single Client. Client agrees that GCSL may set this single Client exposure limit at its discretion which can be lower than the limits prescribed by SEBI /Stock Exchange as part of its risk management process.
 - 3) If the total exposure in a particular stock of all the Clients of GCSL taken together under this facility reaches the maximum allowable limit for that stock as may be defined by GCSL.
 - 4) If the exposure in a particular stock by a single Client under this facility reaches the maximum allowable limit for that stock for a single Client as may be defined by GCSL.
 - 5) If the stock moves out from the list of eligible stocks under MTF and becomes ineligible for offering under MTF.
 - 6) Any other circumstances due to change in regulatory requirements from time to time or risk management process due to changing market conditions.
28. The client agrees that GCSL may at its discretion, in accordance with its risk management policy, disable certain securities and square off all open positions in this facility in such scrips irrespective of margin availability on account of reasons including but not limited to volatility, corporate action such as stock split, issue of bonus shares, merger and the like without intimating the client in advance. Client agrees that GCSL cannot be held liable for any losses arising out of such disablement or squaring off.
29. The client understands that Stocks bought under the MTF shall be marked to market on daily basis and collateral/margin shall be revalued frequently. Further, client agrees that no exposure shall be given on increased value of stock funded by GCSL.

I/We have read & understood the aforesaid Rights & Obligations of Stock Broker & Clients, terms & conditions and policies & procedures pertaining to availing of Margin Trading Facility (MTF) provide by Gogia Capital Services Ltd. in NSE/BSE and undertake & agree to abide by the same including the rules, regulations & byelaws of the exchange/SEBI issued from time to time in this regard.

Signature of Client

 (18)

Name :

Date :

UCC :

SELF DECLARATION - CATEGORIZATION OF THE CLIENTS FOR EACH COMMODITY

To,

Gogia Capital Services Limited

Dated: _____

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

CATEGORIZATION OF THE CLIENTS FOR EACH COMMODITY

I/We have been/shall be dealing through you as my/our member broker on different Commodity Exchanges in my/our trading account opened /to be opened with you.

I/We hereby declare my/ our category for the commodities mentioned therein, as given below in accordance with SEBI circular no.

SEBI/HO/CDMRD/DNPMP/CIR/P/2019/08 dated January 04, 2019:

CATEGORIES							
Sr. N.	Name of Commodities	Farmer / FPO	Value chain participant (VCP)	Domestic Financial institutional investor	Foreign participant	Proprietary trader	Others
1	ALUMINIUM						
2	BARLEY						
3	BLACK PEPPER						
4	BRASS						
5	CARDAMOM						
6	CASTOR SEED						
7	CHANA						
8	COPPER						
9	CORIANDER						
10	COTTON SEED OILCAKE						
11	CRUDE OIL						
12	CRUDE PALM OIL						
13	DIAMOND						
14	GAUR GUM						
15	GAUR SEED 10 MT						
16	GOLD						
17	ISABGS						
18	JEERA						
19	KAPAS / COTTON						
20	LEAD						
21	MAIZE						
22	MENTHA OIL						
23	MOONG						
24	MUSTARD SEED						
25	NATURAL GAS						
26	NICKEL						
27	PADDY (BASMATI)						
28	PBI121						
29	PEPPER						
30	RBD PALMOLEIN						

31	REFINED SOY OIL						
32	RUBBER						
33	SILVER						
34	SOY BEAN						
35	STEEL LONG						
36	SUGAR M						
37	TURMERIC						
38	WHEAT						
39	ZINC						

I/We further declare that in case declaration is not provided for any of the particular exchange traded commodity, please consider the "Others" category for the same. I/We undertake that I/we shall inform the member broker in case there is any change in category for any of the exchange traded commodity.

CATEGORIES

- Farmers/FPOs: It includes participants such as farmers, farmers' cooperatives, Farmers Producers Organisations (FPOs) and such entities of like nature.
- Value chain participants (VCPs): It includes participants such as Processors, Commercial users as Dal and Flour Millers, Importers, Exporters, Physical Market Traders, Stockists, Cash & Carry participants, Producers, SMEs/MSMEs & Wholesalers etc., but exclude farmers/FPOs.
- Proprietary traders: It includes the members of stock exchanges trading in their proprietary account.
- Domestic financial institutional investors: It includes participants such as Mutual Funds (MFs), Portfolio Managers, Alternative Investment Funds (AIFs), Banks, Insurance Companies and Pension Funds etc., which are allowed to trade in commodity derivatives.
- Foreign participants: It includes participants such as Eligible Foreign Entities (EFEs), NRIs etc. which are allowed to trade in commodity derivatives markets.
- Others: All other participants which cannot be classified in the above categories.

OPEN INTEREST DECLARATION

Sub : My/Our request for trading in Commodity forward Contracts/Commodity Derivatives on MCX as your Client.

UCC :

Dear Sir,

I/We, the undersigned, have taken cognizance of circular no. TRADING-114/2006/247 dated September 28, 2006 issued by the Circular MCX/300/2006 and MCX/338/2006 dated August 1, 2006 & August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX) on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by MCX or SEBI and such position limits will be calculated in accordance with the contents of above stated circular of MCX as modified from time to time.

I/We undertake to inform you and keep you informed if I/any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUFs/ Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/commodity derivative on MCX through you or through any other member(s) of MCX, to enable you to restrict our position limit as prescribed by the above referred circular of MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on MCX only on the basis of our above assurances and undertaking.

Client Name _____

Client Code _____

Signature of Client

 (19)

1. Refusal of orders for penny /illiquid stock Penny stocks/illiquid Commodities/Commodity Contracts are defined as the stocks/commodities appearing in the list of illiquid Securities / Commodities issued by the exchange(s) every month. The Member Broker may from time to time limit (quantity/value)/refuse orders in one or more Securities /Commodities due to various reasons including market liquidity, value of security(ies) / Commodity(ies) limit ,if any, defined by the exchange either clientwise or memberwise, the order being for Securities /Commodities which are not in the permitted list of the Member Broker/exchange(s)/SEBI, provided further that Member Broker may require compulsory settlement/advance payment of expected settlement value/delivery of Securities / Commodities for settlement prior to acceptance/placement of orders as well. The client agrees that the losses, if any, on account of such refusal shall be borne exclusively by the client alone. The Member Broker may require reconfirmation of orders, which are larger than that specified by the Member Broker's risk management, and the Client is also aware that the Member Broker has the discretion to reject the execution of such orders 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 positions of a client**

The Member Broker may from time to time impose and vary limits on the orders (including but not limited to exposure limits, turnover limits, limits as to the number, value and/or kind of Securities / Commodities/ Commodity Contracts in respect of which orders can be placed etc.), which the Client can place through the Member Broker. The Client is aware and agrees that the Member Broker may need to vary or reduce the limits or impose new limits urgently on the basis of Member Broker's risk perception and or other relevant factors 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 Member Broker may be unable to inform the Client of such variations, reductions or impositions in advance. The Client understands & further agrees that the Member Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trade in Securities / Commodities/ Commodity Contracts through the Member Broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/Security or the order being outside the limits set by Member Broker/exchange /SEBI and any other reasons which the Member 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 and further agrees that Member Broker shall not be liable for or responsible for such variations, reductions or impositions or the Client's inability to route any order through Member Broker on account of any reason but not limited to any such variations, reductions or impositions of limits.

The Member broker shall have the prerogative to allow differential

purchase/sell limits and or exposures varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

The member broker may close the existing position of the client without any prior notice wherein the outstanding position of the client is increased in the scrip wherein the scrip is in ban period, due to increase in open interest exceeding stipulated marketwide limit of that scrip or for any other reason, in Future & Option/Currency Derivatives Segment. The exchange(s) may cancel the trade suo-moto without giving any reason thereof. The Member Broker shall be entitled to cancel such relative contract with the Client. The Member Broker shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. The Member Broker is required only to communicate /devise the parameters for the calculation of the margin /security requirements as rate(s) /percentage(s) of the dealings, through any one or more means or methods such as post/speed post/courier/registered post/registered A.D./facsimile /telegram/cable/ email/voice mails/ telephone (telephone includes such devices as mobile phone etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the clients computer; by informing the client through employees /agents of the Member Broker; by publishing/displaying it on the website of the Member Broker /making it available as a download from the website of the Member Broker; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/ newspaper advertisement etc; or any other suitable or applicable mode or manner. The client agrees that the postal department /the courier company /newspaper company and the email /voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department/the courier company /the email /voice mail service provider, etc. by the Member Broker and the client agrees never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever and once parameters for margin/security requirements are so communicated, the client shall monitor his/her its position(dealings/trades and valuation of security) on his/her /its own and provide the required /deficit margin/security forthwith as required from time to time whether or not any margin call or such other separate communication to the effect is sent by the Member Broker to client and /or whether or not such communication to that effect is sent by the Member Broker to the client and/or whether or not such communication is received by the client.

The Client is not entitled to trade without adequate margin, however, the Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. The Client shall also be responsible for any claims/loss/damage arising out of the non availability /shortage of margin/security required by the Member Broker Signature of Client (17) and or exchange(s) and or SEBI or any other regulatory authority. Further, it shall be his/her/its responsibility to ascertain before hand the margin/security requirements of his/her/its orders/trades/deals and to ensure that the required margin is made available to the Member Broker in such form and manner as may be

required by the Member Broker. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Member Broker intimates such shortfall in margin to the Client, instantaneously make up the shortfall either through delivery of Securities / Commodities in the event of a sale or credit the required funds in the bank account via EFT (Electronic Fund transfer) including Electronic Payment Gateway or personal cheque or Banker's cheque or draft. The client agrees to have disclaimed and waived off any right to disown the transactions /orders executed by the Member Broker under the plea that same were executed without adequate margin.

The Member Broker may at its sole discretion prescribe the payment of margin in the form of funds and/or Securities / Commodities and or any other asset acceptable to Member Broker. The Client accepts to comply with the Member Broker's requirement of payment of Margin in the form of funds and or Securities / Commodities and or any other asset acceptable to Member Broker immediately failing which the Member Broker may sell, dispose, transfer or deal in any other manner the Securities / Commodities and or any other asset already placed with the Member Broker on any account or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off / sale shall be borne by the Client, and the Member Broker is hereby fully indemnified and held harmless by the Client in this behalf.

The margin/security/funds deposited/due by/to the client with the Member Broker shall not be eligible for any interest.

The client agrees that all Securities / Commodities and or monies and or assets belonging to the client which are deposited and or submitted and or under the control or possession of the Member Broker shall be subject to a general lien and /or set off, for discharge of any obligation or indebtedness, in any exchange/segment, in which client is / will be dealing. The Client authorize the Member Broker to inter-se transfer or hold funds, Securities / Commodities, debits, credits etc. amongst the exchanges/segments for which the Client has been dealing and or shall be dealing with the Member Broker. In enforcing the right of lien and /or set off, the Member Broker shall have the sole discretion of determining the manner and time in which the Securities / Commodities and or monies and or assets are to be appropriated/liquidated.

The Member Broker is entitled to include/appropriate any/all payout of funds and or Securities / Commodities towards margin/security without requiring specific authorizations for each pay out. The Member Broker is entitled to disable/freeze the account and or trading facility or any other services/facilities, if, in the opinion of the Member Broker, the Client has committed a crime/fraud or has acted in contradiction of the agreement/contract or is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or Foreign or if the Member Broker so apprehends.

3. Applicable brokerage rate

Brokerage shall be applied as per the rates agreed upon with the client. The rate of brokerage shall not exceed the maximum brokerage permissible under exchange rules, regulations byelaws, notices and circulars issued by exchange from time to time.

4. Imposition of Penalty/delayed payment charges:

Any amounts which are overdue from the Client on account of any reason, including margin obligations, to the Member Broker without prejudice to the other rights of the Member Brokers the client will be charged with delayed payment charges at the rate of 1.5% per month or any other rates as may be mutually agreed between the client and the Member Broker. The Client hereby authorizes the Member Broker to directly debit the same to the account of the Client on daily product basis.

The Client undertakes to indemnify the Member Broker for any penalty/ charges/fines which might be levied by any regulatory authority i.e. SEBI/Exchange for non-adherence by the Client with any rules /regulations/ circulars/instructions etc. issued by such regulatory authority. The Client agrees that Member Broker reserves the right to recover from the client any penalty/charges/fines imposed by the exchanges/depositories/SEBI/other authority on the Member Broker for any orders/ trades/deals/actions of the Client which are contrary to rules/ regulations/bye laws of the exchange/law for the time being in force.

The Client shall, at all time, be liable to pay Member Broker all relevant charges, fees, levies, duties apart from brokerage, exchange related charges, commissions, statutory charges such as GST and other taxes and transaction expenses as may be agreed between the Client and the Member Broker from time to time and or imposed by any regulatory authority including but not limited to the stock exchanges (including any amount on account of reassessment or backlogs etc.) and or notified by Member Broker on the website(s) and or sent by electronic communication(s) and or sent by any other mode from time to time and in the event of default of payment of any of the above mentioned charges, without prejudice to the other rights of the MEMBER BROKER.

The client understands that Member Broker is committed to provide the high quality services to clients. Since Member Broker incurs expenditure to provide requisite customized services e.g. Home service to collect delivery instruction slips(DIS), home delivery of payment of cheques, reminder of delivery shortages, updation of balances of clients on their mobile, back office access on internet to clients, transfer of payment to clients account, organizing seminars, arranging meetings with analysts and other allied services etc. The client agrees and authorizes Member Broker to recover such cost from clients by levying other charges as maybe agreed between the Client and the Member Broker from time to time and or notified by Member Broker on the website(s) and or sent by electronic communication and or sent by any other mode from time to time and in the event of default of payment of any of the above mentioned charges, without prejudice to the other rights of the Member Broker.

5. The right to sell clients' Securities / Commodities or close clients ' positions, without giving notice to the client, on account of non-payment of client's dues

The client shall ensure timely availability of funds/Securities /Commodities in designated form & manner at designated time & in designated bank(s) & depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and Securities / Commodities. The Member Broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/Securities / Commodities by the

client in the designated account(s) of the Member Broker for meeting the pay in obligation of either funds or Securities / Commodities. If the client gives orders/trade in anticipation of the required Securities / Commodities/funds 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 / Commodities/funds for pay in for any reason whatsoever including but not limited to any delays/shortage at the exchange or Member Broker level/non release of margin by the Member Broker etc., the losses which may occur to the client as a consequence of such shortage in any manner such as on account of auctions/square off/close outs etc., shall be solely to the account of the client and the client agrees not to hold the Member Broker responsible for the same in any form or manner whatsoever.

In case the payment is made by the Client through a bank instrument, the Member 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 Member Broker.

When the margin is made available in form of Securities / Commodities or any other property by the Client, the Member Broker is empowered to decline its acceptance as margin. The Client agrees and authorizes the Member Broker to determine the market value of Securities / Commodities placed as Margin after applying a haircut that the Member Broker may deem appropriate or by marking it mark to market or by any other method as the Member Broker may deem appropriate. The Client's positions are valued at the latest market price available ('mark to market') on a continuous basis by the Member Broker. The Client undertakes to monitor the adequacy of the collateral and the Market value of such Securities / Commodities on a continuous basis. If due to any reason but not limited to price fluctuations, there is erosion/shortfall in the value of the margins, the Client agrees to replenish any shortfall in the value of the margins immediately, whether or not the Member Broker intimates such shortfall.

The Client hereby authorizes the Member Broker to square up/sell/liquidate all his/her/its outstanding positions/ Securities / Commodities and to cancel all pending orders at the discretion of the Member Broker, for any reason including the following (a) which are not marked for delivery 15 minutes before the closing time of the relevant segment (s) of the exchanges or any other time which the Member Broker may notify through electronic communication or otherwise from time to time; or (b) when mark to market (MTM) percentage reaches or crosses stipulated percentage mentioned on the website or any other percentage which the Member Broker may notify through electronic communication or otherwise. The Member Broker will have the sole discretion to decide above referred stipulated percentage/time depending upon the market condition. Any direct or indirect loss arising out of square off/cancellation shall be at the risk of and shall be borne by the Client.

In case any open position (i.e. short or long) gets converted into delivery due to non-square off because of any reason whatsoever, the client agrees to provide Securities / Commodities/funds to fulfill the pay-in obligation failing which the client will have to face auctions or internal closeouts. 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 is liable for all and any penalties/charges/fees/fines levied by the exchange(s).

Without prejudice to the Member Broker's other rights including the right to refer the matter to Arbitration, if payment / Securities / Commodities towards the Margin and or shortfall in Margin and or any other payment obligation of the Client towards the MEMBER BROKER is not received instantaneously to enable restoration of sufficient Margin/balances in the Client's account with the MEMBER BROKER, without any reference or prior notice or communication to the Client, the Member Broker has the right but not the obligation to take one or more of the following steps:

- (i) All or some of the positions/Securities / Commodities/shares of the Client as well as the Securities / Commodities placed as Margin or otherwise including but not limited to Securities / Commodities which are pending delivery/receipt with Member Broker may be liquidated/closed by the Member Broker at its sole discretion and at such rate and time as the Member Broker may deem fit.
- (ii) To withhold any payout of funds/Securities / Commodities.
- (iii) To withhold/disable the trading/dealing facility to the client.
- (iv) To cancel all pending orders.
- (v) To take any other steps which in the given circumstances, the Member Broker may deem fit.

The resultant or associated losses that may occur due to such squaring off/cancellations and or sale of Securities / Commodities/positions shall be borne by the Client and the Member Broker is hereby fully indemnified and held harmless by the Client in this regard. Such liquidation and or close out or cancellations of such Securities / Commodities/positions shall apply to any segment/ exchange in which the Client does business with the Member Broker.

The Member Broker is entitled to prescribe the date and time by which margin/security is to be made available and the Member Broker may refuse to accept any payment in any form after such deadline for margin/security expires.

Any reference to sale or transfer of Securities / Commodities and or any other asset by the Member Broker shall be deemed to include sale or transfer of all the Securities / Commodities and or any other asset lying with MEMBER BROKER for any reason/account including which form the part of the Margin maintained by the Client with the Member Broker. In exercise of the Member Broker's right to sell or transfer Securities / Commodities and or any other asset, the Client agrees that the choice of specific Securities / Commodities and or any other asset to be sold or transferred shall be solely at the Member Broker's discretion.

The Securities / Commodities purchased by the client in CM Segment and or F&O segment (under physical settlement) shall be settled as under:

- i) The Securities / Commodities purchased by the client in CM Segment and or F&O segment (under physical settlement) for which the payment is made/credit balance is available, in full on or before pay in day shall be transferred to beneficiary demat a/c of the client from Pool a/c within 24 hours of payout.
- ii) The Securities / Commodities purchased by the client in CM Segment and or F&O segment (under physical settlement) for which the full credit balance is not available in the account of the client or the payment is not/partially

made by the client, shall be pledged to Client Unpaid Securities Pledgee Account (CUSPA)

- iii) The Securities / Commodities lying in the (CUSPA) shall be unpledged to the beneficiary demat account of the client only on the receipt/availability of full amount from the client
- iv) The Securities / Commodities lying in the (CUSPA) shall be liquidated to the extent of debit balance within 5 trading days from the pay-out date of such Securities / Commodities without further notice to the client and the Securities / Commodities so liquidated shall be unpledged to beneficiary demat account of the client for meeting payin obligation. No Securities / Commodities shall be remained pledged in (CUSPA) for more than 5 trading days from the pay-out date of such Securities / Commodities.
- v) The choice of selection of Securities / Commodities to be liquidated against debit balance from (CUSPA) will be at the sole discretion of the Member Broker depending upon the liquidity of the scrip, volatility in the market or any other factor as the Member Broker deem fit in each case.
- vi) The Securities / Commodities of the client can be transferred in the beneficiary demat account of the client without/partial receipt of the payment at the sole discretion of the Member Broker in those cases where the said Beneficiary Demat Account is opened with Member Broker DP and the client has given DDPI authorisation/executed Power of Attorney (POA) in favour of Gogia Capital Services Limited.

6. Shortage in obligations arising out of internal netting of trades

The Client agrees that, the Member Broker shall not be obliged to deliver any security or pay any money to the Client unless and until a) the same has been received by the Member Broker from the exchange/ the clearing corporation / clearing member or entity liable to deliver the security and/or make payment the; and b) after the Client has fulfilled his / her / its obligations first.

Cash Segment

The Client agrees that, in case the Client buys Securities in cash segment of the exchanges in one settlement, and sells the same in any subsequent settlement, without having received the payout of the Securities from the Exchange, any resulting auction by the Exchange and consequent losses will be the borne by the Client.

The Client agrees that in following cases;

- a) where he/she/it has made any purchase of Securities in Cash segment of the exchanges and the delivery of the same falls short at inter-client level (i.e. internal short) of the Member Broker;
- b) where he/she/it has made any sale of Securities and due to any exigencies he/she/it is/are unable to make available the delivery of the same in the designated account with in the designated time and it results in an inter client short delivery (i.e. internal short) at Member Broker level;
- c) where 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;

The Member Broker is authorized to close out the transaction at rate which is higher of i) auction day closing rate + 3% or ii) seller's rate or iii)

buyer's rate or iv) at a price Member Broker deems fit for close out of said Securities.

Derivatives Segment

The Client further agrees that, in following cases:

- a) where he/she/it has bought futures/ call options &/or sold put options in equity/commodity derivative segment of the exchanges, the delivery of which results in physical settlement of securities/commodities and delivery falls short with Member Broker level, either at inter-client level (i.e. internal short) of the Member Broker or at inter-client level (i.e. internal short) of the Clearing Member affiliated to the Member Broker;
- b) where he/she/it has sold futures/ call options &/or bought put options Contract in equity/commodity derivative segment which results in physical settlement of securities/commodities and due to any exigencies he/she/it is/are unable to make available the delivery of the same in the designated account with in the designated time and it results into inter client short delivery (i.e. internal short) at Member Broker/Clearing Member level;
- c) where 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;

Member Broker/Clearing Member, as the case be, is authorized to close out the transaction at rate which is **higher** of i) auction day closing rate + upto 20% (or any other rate communicated by the Member Broker/Clearing Member/Exchanges from time to time) or ii) seller's rate or iii) buyer's rate or iv) at a price Member Broker deems fit or v) as communicated by the Clearing Member for close out of said Securities/Commodities.

The Client agrees that he/she/it will not dispute, any close out amount / penalty so debited to him/her/it, as above in any segment, by the Member Broker/Clearing Member, under any circumstances.

7. Policy for Inactive Clients (Dormant Account)

Client status is observed on monthly basis & clients who have not traded during the last Twelve (12) Months are marked "inactive" as "Dormant" in the back office as well as UCC database of the respective exchanges & funds payable to the client and Securities / Commodities, if any, pledged/re-pledged will be de-pledged after deducting demat or any other charges due from the clients. The files uploaded on the trading servers on daily basis update the current status on the terminals. Whenever a client who is marked inactive as dormant intends to trade, the details of the client viz. Address, Contact No., Demat & Bank account etc. will be confirmed & a written request for re-activation of the account will be taken before executing any trade in that particular client code. In person verification (IPV) will also be done at the time of reactivation of account where the trade has not been done for more than two years in the said account. In case of any change, the updation form along with the supporting documents will be taken. In case of very old dormant a/c, the entire KYC Form will be required to be taken along with the other supporting documents.

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

- 1. The client may request the Member Broker to temporarily suspend

his/her/its account, Member Broker may do so subject to client accepting/adhering to conditions imposed by Member Broker including but not limited to settlement of account and/or other obligation.

- ii. The Member Broker can with hold the payout of client and suspend his/her/its trading account due to his/her/its surveillance action or judicial or/and regulatory order/action requiring client suspension.
- iii. Temporarily suspending or closing a client's account at the Member's discretion "The Member Broker may suspend the account of the Client in following circumstances:
 - a. Where the client is inactive for the past Twelve (12) Months with observation period being the month end.
 - b. Based on recommendations made by the Branch Head due to any reason including but not limited to excessive speculations, uncleared balances etc.
 - c. Physical Contract notes are received back undelivered due to reasons like "no such person" , " addressee left", refusal to accept mails, POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicion, after close out of open positions, selling/liquidation of client collaterals/ Securities / Commodities/shares or square off due to any reason whatsoever.
 - d. Bounced emails on more than 3 instances until the client submits and registers new email id.
 - e. Non delivery of periodic statement of accounts sent on periodic basis
 - f. Non updation of communication details viz. email id, mobile number, land line phone number or if it is found to be belonging to some third person.
 - g. Client places a complaint either directly to the Member Broker or the exchange(s) relating to alleged unauthorised trades being executed in his/her/its account.

9. De-registering a client

Notwithstanding anything to the contrary stated in the agreement / contract, the Member Broker shall be entitled to terminate the agreement/contract with immediate effect in any of the following circumstances:

- i. If the action of the client are prima facie illegal/improper or such as to manipulate the price of any Securities /Commodities or disturb the normal /proper functioning of the market, either alone or in conjunction with others.
- ii. If there is any commencement of a legal process against the Client under any law in force.
- iii. On the death/lunacy or other disability of the client.
- iv. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client.
- v. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

- vi. If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- vii. If the Client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the client has made any material misrepresentation of facts, including (without limitation) in relation to the security;
- ix. If there is reasonable apprehension that the Clients is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- x. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement/contract with the Member Broker;
- xi. If the Client is in breach of any term, condition or covenant of the agreement/contract;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

Client Acceptance of Policies and Procedure stated hereinabove:

I/We have fully understood the same and do hereby sign the same. These Policies and Procedure may be amended/changes unilaterally by the Member Broker, provided the change is informed to me/us through any one or more means or methods such as post/speed post/courier/registered post/registered A.D/Facsimile/email/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 employee /agents of the Member Broker; by publishing/displaying it on the website of the Member Broker/making it available as a download from the website of the branch /office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast /newspaper advertisements etc; or any other suitable or applicable mode of manner. These Policies and Procedure shall always be read along with the agreement/contract and shall be referred to while deciding any dispute /difference or claim between me/us and Member Broker before any court of law/judicial adjudicating authority including arbitrator /mediator etc.

If any of the term(s)/ clause(s) or part of any term/ clause of the Policies & Procedures, is/are held to be contravention of /in conflict with any of the provision(s)/clause(s) in mandatory documents, as also the Rules, Regulations, Articles, Byelaws, circulars, directives, notices and guidelines and issued by the Regulator and Exchange(s) or held invalid or unenforceable by reason of any law, rule, administrative order or judicial decisions by any court, or regulatory or self-regulatory agency or body, such contravening term(s)/clause(s) or part of term/clause of the Policies & Procedures shall be null & void. The validity of the remaining term(s)/clause(s), however, shall not be affected thereby and these term(s)/clause(s) shall be carried out as if any such contravening/invalid/ unenforceable terms(s)/ clause(s) or part of such term/clause were not contained herein.

Signature of Client

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CONTRACT BETWEEN MEMBER BROKER & CLIENT

This agreement is made at the place specified as place of execution & on the date as specified as date of agreement by and between:

M/s Gogia Capital Services Ltd. a body corporate, incorporated under the provisions of the Companies Act, 2013, being a Member of the National Stock Exchange of India Ltd.(NSE) & BSE Ltd.(BSE) & Equity Derivatives & Currency Derivatives Segment & Member of Commodities Derivatives Segments of NSE, BSE & MCX having SEBI Registration Number - INZ000202733 and having its Registered Office at The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067, (unless the context requires otherwise thereafter called the "MEMBER BROKER" / "GCSL") which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title & assigns, as the case may be, of the One Part;

And

Mr./Ms/M/s. _____ an individual/ a sole proprietary concern / a partnership firm / a LLP / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932/ LLP Act, 2008/ the Companies Act, 1956 or 2013, having his/her/its Residence / Registered / Corporate Office at _____ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors/assigns, as the case may be, of the Other Part;

National Stock Exchange of India Limited, Bombay Stock Exchange Limited, Multi Commodity Exchange of India Limited & Indian Commodities Exchange Limited are hereinafter referred as "Exchange", collectively or individually, as the context requires.

Whereas, MEMBER BROKER and Client enter into this agreement voluntarily for smooth functioning of the services offered by the MEMBER BROKER on the above referred Exchanges Now, in view of the foregoing

I. The Client agrees and acknowledges that it is recommended by the MEMBER BROKER to give orders/instructions in writing and to take acknowledgement of the same in writing from the MEMBER BROKER/sub broker/Authorised Person simultaneously, to avoid any disputes or differences and if the client chooses to give orders/instructions in a mode other than in writing or if the client does not take acknowledgement of order/instruction given in writing, the client shall be deemed to have disclaimed and waived any right to dispute regarding as to whether or not the orders/instruction were correctly received and/or entered into the trading system, including the plea that the orders/instruction were entered without express directions/authorization of the client. It is agreed and understood by the client that if the client is unable

to produce the acceptance of order/instruction by the MEMBER BROKER in writing, it shall be deemed that such order/instruction was in fact given verbally/orally as entered into the trading system and the waiver as stated herein above shall apply. The Client agrees that it shall be his/her/its sole responsibility to ascertain the status/results/trade of any orders given by him/her/it and no separate confirmation of the rejection of the order would be sent to the client either physically or electronically

2. The Client understands that placing an order with the MEMBER BROKER including a market order, does not guarantee execution of the order. The Client agrees that he/she/it will receive the price at which his/her/its order is executed by the exchange's computer system and such price may be different from the price at which the security/commodity is trading when his/her/its order is entered into the Member Broker systems. The MEMBER BROKER has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Client Account.
3. If any transaction(s) under this Agreement or otherwise with the MEMBER BROKER, has/ have been executed by the Client and/or on behalf of the CLIENT by any other person, and the same has/have been accepted by Client from time to time on the basis of the contract note(s)/bills/any other communication dispatched/communicated to the CLIENT by the MEMBER BROKER and/or by part or full settlement of the said transaction(s) by the client then such transaction(s) shall be deemed to be executed by the Client and/or the person authorized by the CLIENT and the CLIENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transactions.
4. The client further accepts and acknowledges that he/she/it would observe proper caution and due diligence while giving orders to the dealers/entering orders into trading platform provided by MEMBER BROKER under Internet Based Trading (IBT) services. The Client agrees and undertakes to ensure that there will not be any attempt at price distortion and/or price rigging made through any means. The client hereby will keep indemnified the MEMBER BROKER for any loss, claim, expenses, liability in this respect. The client acknowledges that MEMBER BROKER reserves the right to keep in abeyance the funds/securities / Commodities /other collateral as may be deemed fit by MEMBER BROKER depending upon the gravity of the violation or /and through trades done by/on behalf of the client considered as inappropriate/unacceptable by MEMBER BROKER/the relevant exchange(s) / regulator(s). The client further understands and accepts that MEMBER BROKER also reserves the right to levy any penalty for such trades done by/on behalf of the client considered as inappropriate /unacceptable by MEMBER BROKER/the relevant exchange(s)/regulator(s),as may be deemed fit by MEMBER BROKER/the relevant exchange {s)/regulator(s).
5. Client shall enter into all trades on his/her/its own account and shall not do

Signature of Client

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any sub broking activity/unregistered intermediary and/or shall not do any activity which may constitute indulging in sub-broking/ unregistered intermediary activities. In case Client is found to be indulged in any such activity he/she/it shall be immediately debarred from trading.

6. The Client agrees that any securities/Commodities and or funds placed/deposited by him/her/it on any account with the MEMBER BROKER including as collateral/margin/ permitted by the Client to be retained in running account etc. may in turn be placed/ pledged/ deposited by the MEMBER BROKER with the Exchanges or Banks or such other institutions as the MEMBER BROKER may deem fit for the purposes of raising funds, bank guarantees, FDR etc. or towards margin/collateral as also to meet shortfall in his/her/it's funds/securities/Commodities/pay in obligation/auction or assignment of contracts or any other liability arising out of his/her/it's dealings with/through the MEMBER BROKER. The Client authorizes the MEMBER BROKER to do all such acts, deeds and things as may be necessary and expedient for placing such securities/ Commodities /funds with the Exchanges/Banks/ Institutions. The Client specifically agrees that no interest shall be payable on such amount or any other credit balance as maintained/lying with MEMBER BROKER even if the same is placed as bank deposit, FDR or in liquid funds. The Client further authorizes MEMBER BROKER to sell/liquidate these securities/ Commodities /funds at the time and manner of MEMBER BROKER's convenience, as and when deemed fit by MEMBER BROKER in its absolute discretion to meet any shortfalls in the Client's account or any other liability of Client.
- 7.1 The Client hereby agrees that it is the sole responsibility of the client to know the status/declaration of all corporate benefits including but not limited to rights issue, bonus issue, dividends, offer for sale and stock split of shares/buy back etc. announced by issuer company from time to time, for securities of company(ies) in which client intends to trade and/or those which are kept by client with MEMBER BROKER for ease of dealing/margin /collateral etc. and make appropriate trading/dealing decisions by appropriately considering the impact of and corporate action(s). MEMBER BROKER shall not be liable for and losses suffered by client, if client fails to apply, due to and reason, to such corporate benefits for the shares held by MEMBER BROKER in beneficiary account on behalf of client.
- 7.2 The client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that client shall free the securities from an/ margin/collateral / pay in obligations etc. and get them moved (through a written request given well in advance) to client's own beneficiary account and take necessary action for applying and /or receiving corporate benefits. The MEMBER BROKER may upon (written request given well in advance) take actions for and on behalf of client to apply and /or receive such corporate benefits such as for right Issue/Open Offer /Buy Back for the shares held by MEMBER BROKER on behalf of client (subject to client making available free funds etc. for the same well in advance). However, MEMBER BROKER shall not be liable for any loss/claim whatsoever for and reason including in the event such application is rejected by Registrar/ Company manager to the issue for and reason.
- 7.3 The client agrees and undertakes to return back any excess securities/ Commodities /funds etc. ever transferred to his/her/its depository account(s)/Bank account(s) registered with the MEMBER BROKER and or other depository participant/Banks &/or delivered physically or otherwise to him/her/it alongwith all corporate benefits, if and. Such excess transfer may take place on account of and reason including operational and technical errors.
8. The Client agrees that he/she/it shall make all the payment and or deliver the securities / Commodities only in the name of MEMBER BROKER and the payment shall be by way of account payee bank instruments like cheque / draft/RTGS/NEFT etc. The client further agrees and undertakes that he/she/it shall not make any cash payment to the Member Broker and or any person for and on behalf of the Member Broker and or any person for and on behalf of the Member Broker. The client indemnifies and shall keep indemnified the MEMBER BROKER from any claim / action / expenses/ penalties / proceedings / losses/ damages etc. brought or commenced against MEMBER BROKER for any act of the client being contrary to this clause.
9. The Client shall ensure that all the payments including towards pay- in obligations/ margin obligation etc. in favour of MEMBER BROKER are issued from the bank account of the Clients and no third party cheques are issued or lodged into bank account of MEMBER BROKER. For all purposes including for the purpose of this Agreement and/or Rights & Obligations and/or Policies & Procedures and/or other relevant document(s), "Cheque(s) / Draft/ RTGS / NEFT would mean and include cheques, drafts, banker's cheques and or bank transfer/RTGS/NEFT in any other mode". In case of any such third party cheque is received/lodged and or used for the obligation of the Client, and the Client does not inform the same to the MEMBER BROKER in writing to corporate office and/or via electronic mail to ao@gogiacap.com within 7 days from the delivery/display of the statements of accounts, data etc. to the client's by electronic communication or otherwise, then it shall be presumed that the Client has made the payments to the MEMBER BROKER by way of a cheque from third party with the full authority and consent of the third party and Third party payment is not acceptable in case and dispute and liability arises because of third part/cheque/credit having been used by the Client, he/she/it shall be solely liable for all the consequences thereof including and criminal liability. The client hereby indemnifies and shall keep indemnified MEMBER BROKER for and against and loss/claim, liability, action etc. including any criminal liability arising out of such act/negligence of Client directly or indirectly.
10. Notwithstanding anything stated above all the communications including relating to orders, margin, maintenance calls and other similar matters by the MEMBER BROKER to the Client may be communicated orally or by the usual business practices generally followed and or as agreed between the parties either expressly or impliedly.
11. The Client authorizes the MEMBER BROKER to deliver/adjust collaterals, securities/Commodities deposited with the MEMBER BROKER on any account including in Margin account against his/her/its sale directly to the MEMBER BROKER's Pool/Client Collateral account for pay-in of securities /

Commodities to the Exchange on his/her/its behalf.

12. The payment of Margin if in the form of securities will only be accepted by way of pledging of securities as per the procedure of exchange /depositories. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
13. The Client is aware that the Member Broker may tape-record the conversations between the Client and the Member Broker, either personally or over the telephone, and hereby specifically permits the Member Broker to do so. Such recordings may be relied upon by the Member Broker as and when required to resolve disputes in connection with all matter but not limited to the trading transactions.
14. The Client authorizes the MEMBER BROKER to debit charges for depository services, bank charges on account of dishonor of cheques, stop payment instruction charges, demand draft/pay order/PGP charges, NEFT/RTGS charges, call and trade charges, SMS charges, settlement/professional charges (as may be applicable to NRIs), research service /message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings/follow on public offerings, right issues, fixed deposits, money market instruments, etc. generally various investment avenues/products, processing fees/charges towards contract note/settlement of account etc. and any other such or similar fees/charges which are due/may become due to MEMBER BROKER.
15. It is clearly understood and agreed to by Client that no service/facility in the nature of portfolio management/ advisory services etc. are contemplated under the agreement(s) between the Client and MEMBER BROKER. No person working for or under MEMBER BROKER including dealer, relationship manager, sub broker or authorized person is permitted to provide any services, facilities except that of order placement in trading system(subject to limitations stated above) upon directions of client. If the client accepts any portfolio management services/advises/discretionary trading arrangements/ facility from any person including but not limited to dealer, relationship manager, sub broker or authorized person then in that event MEMBER BROKER shall in no way be responsible for the outcome of such services/facilities accepted by client, and such arrangement if any between the client and any person including the dealer, the relationship manager, sub broker or authorized person etc. shall be personal, mutual and private relationship between the client and such person(s) including dealer, relationship manager, sub broker or authorized person and client shall have no recourse/right against MEMBER BROKER what so ever either in law or equity.
- 16.1 The Client agrees and authorizes MEMBER BROKER to issue the contract notes, trade confirmations, order status, bills, margin statements, margin calls, settlement cycles/holidays, delivery/payment cycles/obligations, and account statements or such other data, documents, notices, circulars, any amendments in this Agreement and/or Right & Obligations, and/or Policy & Procedure and/or other relevant document(s), including obligatory statements/documents to be sent to the Client related to his/her/its trading account with the MEMBER BROKER, in digital format by electronic communications, with the possible exception of graphic insertions. For all purposes including for the purpose of this Agreement and or any other document, such electronic communication shall be in the form of email and or email attachment including auto replies from the system of MEMBER BROKER and/or posted only on the relevant section of the website-{s} and/or in the form of download available on the websites www.gogiacap.com (and/or any other website as may be intimated by the member broker from time to time as part of the back office services) or SMS on the registered mobile number or messaging on the trading software or otherwise.
- 16.2 The Client understands and agrees that it is his /her/ it's responsibility/obligation to review regularly and or upon first receipt, all confirmations, statements, notices, contract notes, bills and other communications sent by electronic communication or in physical mode via post/courier etc. or otherwise. All information contained therein shall be binding upon the Client, if the Client does not object, either in writing by registered A.D. addressed & sent to the MEMBER BROKER's Integrated Back Office at The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067 or via electronic mail to ao@gogiacap.com, from his/her/its registered email id within 1 days after any such document is sent to the Client by the MEMBER BROKER. The Client also agrees that MEMBER BROKER shall not take cognizance of out-of-office/out-of-station auto replies. The Client shall deemed to have received such electronic communications immediately upon the Member's sending/display of the electronic communications, non-receipt of bounced mail notification from any one of the email addresses of the Client as referred in this clause hereinafter with the MEMBER BROKER, shall amount to valid delivery.
- 16.3. The email id(s) provided by the Client in the KYC form and or in the authority letter for the Electronic Contract Note ECN shall be deemed to be the designated email id-{s} of the Client for all the communications to be sent by the MEMBER BROKER to the Client. The delivery of the above referred ECN, data, documents etc.to any of the designated email id (s) as referred to above shall be deemed to be a valid delivery.
- 16.4 The Client further agrees not to hold the MEMBER BROKER responsible for late/non-receipt of above referred documents etc. sent in electronic form and/or any other communication for any reason but not limited to failure of servers, loss of connectivity, email in transit etc. The Client agrees that the log reports of MEMBER BROKER's dispatching software shall be conclusive proof of dispatch of contract notes and/or all the above referred documents etc. to him/her/it and such dispatch shall be deemed to mean receipt by him/her/it and shall not be disputed by him/her/it on account of any non-receipt/delayed receipt for any reason whatsoever, non-receipt of bounced mail notification shall amount to valid delivery.
- 16.5 Notwithstanding anything stated above, the member broker shall send Electronic Contract Note (ECN) on designated email address(s) of the Client, MEMBER BROKER shall also make available ECN downloadable at the

Member's website(s) through the back office login. This would enable the Clients to view their contract notes, data, documents etc. through back office software for which the login and password is issued to the Client by the MEMBER BROKER.

16.6. The Client accepts full responsibility for the monitoring and safeguarding of his/her/it's account. The Client shall notify MEMBER BROKER in writing, delivered via- designated e mail address and Registered post within 24 hours of him/her/it becoming aware of any inaccurate /erroneous information/entry in the account balances, documents, transaction history etc. If the Client fails to notify HE HBER BROKER immediately upon the receipt by him/her/its when any of the above occur, neither MEMBER BROKER nor any of its officers, directors, employees, agents affiliates or subsidiaries can or will have any responsibility or obligation towards the Client or to any other person whose claim may arise for any reason including but not limited to claims arising with respect to the handling, mishandling or any loss including of any order/payment. The Client hereby indemnifies and shall keep indemnified the MEMBER BROKER for and against any loss/claim/liability/cost etc. arising out of such inaccurate/erroneous information/entry in the account balances, documents etc.

16.7 The MEMBER BROKER shall provide initial password and login for the back office services for the purposes as stated above. The Member Broker shall deliver to the Client password and login through registered post/courier, which may form a part of the welcome letter or any other communication including but not limited to email/voice mail/SMS/Fax sent by MEMBER BROKER to the Client. 'Back office' or Back office Service' for this purpose shall mean and include access provided on MEMBER BROKER's above referred website(s) from time to time to the Client to access the above referred documents, data etc. The initial password sent by MEMBER BROKER should only be used for the first login. The Client agrees and undertakes to immediately reset his/her it's password(s) upon the first login. In case the password is lost, the Client will have to make a request for creating a new password or reset the password himself/herself/itself on the website or use other means of communication(s) such as SMS from registered mobile phone which allows authenticated password resets. The Client shall, within 24 hours on his/her/it becoming aware, notify MEMBER BROKER in writing with full details if he/she/it discovers or suspects, unauthorized access through his/her/its password or notice discrepancies that might be attributable to unauthorized access or discovers any flaw in the back-office service.

In any of the above events specified, the Client shall immediately change his/her/its password. However, if the Client is unable to change his/her/it's password due to any reason including of his/her/it's having forgotten his/her/its password or his/her/its password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request MEMBER BROKER in writing and follow the instructions given by MEMBER BROKER. MEMBER BROKER shall not be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the password at any point of time by any person.

17. The MEMBER BROKER's record of the trades/ transactions etc. shall be

accepted as conclusive and binding on the Client for all purposes.

18. Quotes, research information, historical information and other content on the website(s) is provided by various third party service providers from time to time. Daily updates are subject to receipt from the respective third party data contributors. The latest quotes are subject to market fluctuations and will be subject to a delay. Market quotes and other information on the website(s), as well as reference materials or links to other sites, are for general informational purposes only, and are not intended to be relied upon for transactional or other purposes. Neither the MEMBER BROKER nor any of its data or content providers shall be liable for any errors or delays in the content, or for any actions taken or omitted to be taken in reliance thereon. Opinions expressed in any information contained on the website(s) are not indication of prospective rating/grading. Any rating awarded by the content providers, Affiliate Partners, Service Providers, the MEMBER BROKER or website(s), should not be treated as a recommendation to buy/sell hold any Security. The client shall rely exclusively on his/her/its best judgment in respect thereof. Stock quotes and mutual fund Net Asset Values (NAYs) and news stories, which are accessed, may be delayed.

19. The Client hereby authorizes the MEMBER BROKER in its absolute discretion to maintain records/ books of accounts for the Client separately or collectively for different exchanges / segments of the exchanges &/or any other service which the Client may be availing such as Advisory Services/ Depository Services etc. It shall be the sole responsibility of the Client to ascertain the balance of securities/ Commodities and or funds in all the accounts separately and the Client shall be required to pay/make available necessary monies/funds and or securities/ Commodities into anyone or more such segregated/aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the Client either any securities/ Commodities and or monies/funds and the Client hereby agrees not to hold the MEMBER BROKER responsible for considering shortage of margin/security and or shortage of pay in obligations in any account, without aggregating/summing such accounts with other accounts.

20. The Client understands that the MEMBER BROKER may produce fundamental and trading research/ notes, particularly on companies, industry, stock markets, commodity markets and economy from time to time (collectively hereinafter referred to as "material").The Client hereby requests the MEMBER BROKER to provide him/her /it with the material through email or by access to the website(s) of MEMBER BROKER or through SMS or any other mode on a voluntary basis. By agreeing to receive such material, the Client is aware that this material provided to him/her/it is only for his/her/its personal information. The Client understands that this material is not an offer or the solicitation of an offer to buy/sell any security/commodity. The Client alone shall be fully responsible/liable for his/her/its investments/trading decisions on the basis of this material. The Client agrees that the MEMBER BROKER would have no responsibility to update any information provided to the Client nor does it represent that the information provided in the material is complete/accurate. Further by providing such material MEMBER BROKER is not acting as his/her/its portfolio or financial adviser nor does it assumes any

fiduciary duties. By sending this material on his/her/its request, MEMBER BROKER or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, consequential, as also any loss of profit in anyway arising from the use of this material in any manner.

21. The Client understands that the closing of the account of the Client will not affect the rights and / or obligations of either the MEMBER BROKER or the Client incurred prior to the date the account is closed.
22. The CLIENT undertakes to read all the relevant offer documents and terms and conditions of all schemes of all mutual funds, other securities including but not limited to Initial Public Offerings, Rights Issue, Buy Back Offer, and other investment products which the MEMBER BROKER and or Gogia Capital Services Limited may offers through its website(s)/trading software/trading system before entering into any transactions through its website(s)/trading software/trading system. Neither the MEMBER BROKER/Gogia Capital Services Limited nor any of the Mutual Funds/Issuers chosen shall accept any liability which may arise as a consequence of the erroneous Information provided by the CLIENT. In case of Mutual Fund, the units of schemes shall be allotted, redeemed or switched, as the case may be, as per the terms and conditions of the relevant schemes/registrar of the scheme. The MEMBER BROKER shall not be liable for any kind of loss including but not limited to that may arise to the CLIENT as a result of the correct NAV not being allotted to the CLIENT'S transactions on the web site/trading software. In case of securities, the order for purchase, sale, offer under buy back etc. shall be accepted by the MEMBER BROKER only if the same is received by the cut off date as indicated on the website(s) and consistent with the terms of the offer. The Member Broker may impose its own terms and conditions from time to time in this regards as indicated on the website of the Member Broker. In any case the MEMBER BROKER shall not be liable for any kind of loss for any reason in this respect. It is explicitly stated herein that the mutual funds schemes/offer documents/other schemes offered by the MEMBER BROKER, have not been recommended by the MEMBER BROKER.
23. The MEMBER BROKER shall provide its services and information etc. on the best efforts basis. However the MEMBER BROKER shall not be liable for any direct, incidental, special or consequential loss, damages ,other costs or "lost opportunity" {notional profits/losses} arising in any way out of (but not limited to):
 - 23.1 Services which could not be availed like Order/transactions not executed due to any reason including but not limited to time lag in execution of order, latency in the systems of the Member Broker or the Exchanges , disruption of any kind in the transmission of data, system failure including failure of ancillary or associated systems , fluctuation of power, link failure between the client and the Member Broker or the Member Broker and the Exchanges, virus/malware , delay/non receipt of user name/password for Internet based trading services/backoffice due to postal email delay; payment gateway delay/downtime, shutting down of systems by the Member Broker or disabling of the Client's access for any reason, any force majeure event or
 - 23.2 Any inaccuracy or error or delay or insufficiency for any reason in any information ,false statement, misrepresentation, breach of warranty or fraud committed by any employee/ associates /third parties engaged by the MEMBER BROKER for the purpose of the services offered by it.
 - 23.3 Unauthorised use of the username and password of the Client for the internet based trading services.
 - 23.4 The Client hereby agrees to hold the MEMBER BROKER continuously harm less and indemnified against any claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned for any reason including but not limited on account of the MEMBER BROKER having entered into the Agreement &/or having dealt with/for the Client and or due to breach of any of the Client's obligation under the Rights & Obligations as defined by Exchanges/SEBI or any other agreement(s).
24. If any of the term(s)/ clause-{s} or part of any term/ clause of this agreement, is/are held to be contravention of /in conflict with any of the provision(s)/clause-{s} in mandatory documents, as also the Rules, Regulations, Articles, Byelaws, circulars, directives, notices and guidelines and issued by the Regulator and Exchange-{s} or held invalid or unenforceable by reason of any law, rule, administrative order or judicial decisions by any court, or regulatory or self-regulatory agency or body, such contravening term-{s}/clause(s) or part of term/clause of this agreement shall be null & void. The validity of the remaining term-{s}/clause(s), however, shall not be affected thereby and these term(s)/clause-{s} shall be carried out as if any such contravening/invalid/ unenforceable terms(s)/ clause(s) or part of such term/clause were not contained herein.
25. The CLIENT hereby agrees and authorizes the MEMBER BROKER and Gogia Capital Services Limited and their agents to disclose, use, exchange, share or part with all information, data or documents relating to his/her/its account and transaction to other Gogia Capital Services Limited /Banks/Financial Institution/Credit Bureaus /agencies/ Statutory Bodies/such other persons as the MEMBER BROKER or Gogia Capital Services Limited may deem necessary and/or appropriate and as may be required for use or processing of the said information/data etc.by such person/s or furnishing of the processed information/data /products etc. thereof to other Gogia Capital Services Limited companies/ Banks/Financial Institutions/credit providers/agencies/ users registered with such persons and he/she/it shall not hold the MEMBER BROKER/Gogia Capital Services Limited and other persons to whom such information etc.is disclosed liable for the disclosure or use of such information etc. The "Gogia Capital Services Limited" compan(ies) would mean and include Master Commodities Services Ltd, Master Portfolio Services Ltd, Master Insurance Brokers Ltd. and or as the MEMBER BROKER and/or Gogia Capital Services Limited compan(ies) may notify from time to time through electronic communication or otherwise
26. The CLIENT understands and agrees that certain details provided in their trading l back office account etc. would not be on a real time basis. The CLIENT further understands and agrees that such details would be updated by the MEMBER BROKER Gogia Capital Services Limited on best efforts basis

within reasonable time and he/she/it shall not hold the MEMBER BROKER and or Gogia Capital Services Limited responsible for any possible mismatches in the real time data and data as reflecting on the website(s) during the period the updations are not effected.

27. The Client agrees that he/she/it does not have any objection to the MEMBER BROKER, Gogia Capital Services Limited, agents/representative to provide him/her/it information on various products, offer and services provided by the MEMBER BROKER /Gogia Capital Services Limited companies through any mode not limited to telephone calls/SMSs/emails and authorize the MEMBER BROKER, Gogia Capital Services Limited, agents representative for the above purpose. The MEMBER BROKER offer the "Internet based Trading" ("IBT") services or Online trading or Order Routing System" ("ITORS") services to the client. The client availing the same for purchasing, selling or otherwise dealing in securities/Commodities/derivatives/ contracts/other instruments etc., further agrees to the hereinafter mentioned provisions of this clause in addition to all other clauses stated in this Agreement and/or in Rights & Obligations documents or other relevant document(s):-

28.1 The Client will be entitled to a username and Password, which would enable him/her/it to access the MEMBER BROKER's IBT for availing such services. MEMBER BROKER's IBT shall mean and include the website hosted by the MEMBER BROKER on the internet and or online trading software through which the MEMBER BROKER offers the online trading including but not limited to the hardware and software used for hosting and supporting the website and or the online trading software.

28.2 The Client is aware that the MEMBER BROKER's IBT generates the initial password and the MEMBER BROKER is aware of the same. The Client agrees and undertakes to immediately change his/her/its password upon receipt thereof. The Client acknowledges that subsequent passwords are not known or available to the MEMBER BROKER. The Client indemnifies and holds harmless the Member Broker against any liability, costs or damages arising due to any transaction or otherwise as a result of the Client not changing the password provided to him/her/it initially or at any time later as a reason of password resetting /new issuance or any other reason by the Member Broker.

28.3 The Client shall be solely responsible for keeping the user name and passwords confidential and fully secured and the Client shall be fully responsible for all orders entered and transactions done by any person whatsoever through the MEMBER BROKER's ITORS using the Client's User name and/or password whether or not such person was authorized to do so.

28.4 The Client acknowledges that he/she/it is fully aware and understands the risks associated with availing the Internet Based Trading facility through the MEMBER BROKER's IBT over the internet including the risk of misuse and unauthorized use of his/her/its username and/or passwords by any third party. Client also acknowledges that he/she/it understands and is aware about the risk of a person hacking into the Client's account on the MEMBER BROKER's IBT or unauthorisedly routing orders on behalf of the Client through the MEMBER BROKER's IBT. The Client agrees that he/she/it shall be fully liable and responsible for any unauthorized use or misuse of his/her/its

user name and/or password and also for any acts by any person through the MEMBER BROKER's IBT in the Client name in any manner whatsoever.

28.5 Online confirmation will be available to the Client upon execution or cancellation of an order placed by him/her/it through the MEMBER BROKER's IBT system.

28.6 The Client shall immediately inform the MEMBER BROKER. in writing, delivered via designated email ID to ao@gogiacap.com and or via registered AD post to integrated Back Office at C-56, Sector-63, Noida- 201301 of any unauthorized use of the Client's User name and/or password with full details of such unauthorized use

29. The Client Confirms and agrees that he/she/it will be the sole authorized user of the Username(s)/login(s), Password(s), Customer User Identification Number(UIN), Telephone Personal Identification Number (TIN) or any other identification or security code (by whatever name called) to be given to him/her/it by the MEMBER BROKER to access MEMBER BROKER system and or service(s) through MEMBER BROKER's web site, internet, over the telephone, IBT or in such other manner as may be permitted by the MEMBER BROKER for availing of the services. The Client accepts sole responsibility for use, confidentiality and protection of the Username(s)/Login(s), Passwords, UIN, TIN or other security code(s) as may be issued by the MEMBER BROKER to the Client from time to time ("Security Codes") as well as for all orders/transactions and information changes entered into the Client's account using such security code(s). The Client shall ensure that such security code(s) is/ are not revealed to any third party .If the Client forgets the security code(s) or has suspicion of unauthorized use, a request for change of such Security Code(s) should be sent to the MEMBER BROKER in writing, delivered via designated email ID to ao@gogiacap.com and or via registered AD post to integrated Back Office at The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067. On receipt of such a request, the MEMBER BROKER shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the Client which shall be communicated to the Client. The Member Broker may also provide a web based security code(s) retrieval system for this purpose. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old Security code (s). Any order entered using the Client's security code(s) either through the website or internet or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Member's services through the use of the Client's security code(s), the Client shall be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Client.

30. The Client agrees that for performing the acts contemplated under this relationship /agreement MEMBER BROKER has to use software and hardwares /machines etc. Client understand that as regard to trading the software/programmes of exchanges are used with additional software permitted by exchange such as (without limitation and as illustration) ODIN,

NEST etc. While exchanges take all care, have full proof software / programmes and additional software/ programmes such as ODIN , NEST etc. are pre-approved by exchanges, no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/ programmes of their full proof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading/order entry and /or false /incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Client agrees that display or printout of any transaction taken out from any system /computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities/ Commodities in depository etc. shall not be construed as the official record of the transactions/orders. Member Broker or service providers' (such as bank's exchange/clearing house/clearing corporation/depository participant/ depository) final official record of transaction maintained in their own books of accounts or electronic system shall only be the acceptable records of transaction and shall be conclusive and binding for all purposes .The Client agrees that this is without prejudice to the right of MEMBER BROKER/service providers to rectify any discrepancy/differences which is due to any inadvertent human error/system /computer error etc.at any time without limitation, at the sole and absolute discretion of MEMBER BROKER and /or any of the service providers.

31. MEMBER BROKER may at anytime amend this Agreement by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by providing notice to client by electronic communication or through postal service or through courier or by personal messenger or by hand delivery or any other method as per discretion of MEMBER BROKER. The continued use of MEMBER BROKER's services after the notice period shall constitute acknowledgement and consent of/to such amendment. However, the Client has right to terminate this Agreement through communication in writing by giving one month notice subject to the meeting of the financial and other obligation under this Agreement and or under Rights & Obligations documents.
32. The Client assures the MEMBER BROKER that he/she/it is eligible to enter into this Agreement under the provisions of applicable laws. The Client shall continuously monitor his/ her / its eligibility to act under this Agreement under the applicable laws including but not limited to any act/ law/ rules & regulations for the time being in force and byelaws/ Rules/ Regulations of relevant exchange(s). If at any time this assurance ceases to be applicable, Client shall refrain from dealing with the MEMBER BROKER. The Client shall ensure that he/she/it shall not deal through the MEMBER BROKER on the exchange of which he/ she/ it is registered as a broker or sub broker or Authorised Person through any broker except with the permission of the relevant exchange.
33. The Client agrees that the failure of the MEMBER BROKER to enforce at any time any terms contained in this Agreement shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
34. The client understand and agree the MEMBER BROKER is not under any obligation to inform the client of any exiting and or changes of regulations, bye laws, guidelines etc., of any authority SEBI, Government, Stock Exchanges etc., as may be in force from time to time. The Client shall keep himself/herself/ itself updated regarding the changes in the rules, regulations, bye laws, procedure of any authority, exchange(s) and or MEMBER BROKER through any means including using the website of the relevant entity.
35. The client and the MEMBER BROKER agree to refer any claims and /or disputes to arbitration as per the Rules & Regulations and Bye-laws of the Exchange and circular issued thereunder as may be in force from time to time.
36. The Client understands that giving / taking delivery of underlying Commodities (ies) to a contract is a very complex procedure and hereby agrees to square off / close out all open positions / contracts at least 5 (five) days prior to the date of expiry / settlement as declared by the Exchange(s), failing which the Member Broker is authorised to do so and any losses/ profits from such close out/ square • off shall be to Client's account only. However, where the Client advises through written communication with confirmed receipt by the Member Broker at least 5 days prior to the last day of the expiry of the particular(s) contract that Client wants to give/take delivery. . . The Member Broker may then elect not to square - off / close out open positions / contracts prior to date of expiry/ settlement declared by the exchange(s) provided Client makes available sufficient clear funds/delivery adequate for the full settlement price/value of the contract in the running account of the Client with the Member Broker (five days prior to the date of settlement/expiry declared by the exchange(s).
37. Client agrees that notwithstanding anything stated herein, the responsibility to manage Client's open positions/ contracts shall be of the Client alone. Client agrees and understand that member may not square off / close any or all open positions/ contracts of the Client notwithstanding that, the Client has not given written advise that Client desires a delivery of commodities to be given / taken &/or Client's advice is not supported by required clear funds/securities / commodities &/or the margin or other payments / securities / commodities required for any open positions/ contracts are not made available by the Client. In such circumstances Client agrees to give &/or take the delivery as per contract specifications with attendant costs and expenses or in the alternative pay penalty if permitted under the procedures (including but not limited to exchange byelaws and regulations etc) and losses / profits there from shall be entirely to Client's account.
38. Client agrees that Client may be required to have its duly authorised agent to carry the work for effecting / taking the deliveries of commodities, if they do arise. Client agrees that if Client fails to advise the Member at least 5 (five) days in advance of any delivery receipt / transfer in writing the details of the agent who shall undertake the relevant activities for and on behalf of the Client, the member shall stand authorised to appoint an agent on Client's behalf. Client agrees not to hold member responsible for any acts of omission / commission or deficiencies in the services of the person who is appointed as

agent for and on behalf of the Client by the member. Client agrees that such agent appointed by member shall be Client's direct agent and not a sub-agent and Client shall be directly responsible for all acts of omission and commission of the agent appointed for and on behalf of the Client by the member. Client agrees never to call into question any of the acts of agent appointed by member and agrees to bear any & all losses which may occur on account of action taken / omitted by said agent. Client agrees that all charges, cost, levies and taxes etc associated with or incidental to the deliveries including cost/fee/ charges of agent appointed for and on behalf of the Client by the member shall be fully borne by Client alone. Client undertakes to indemnify the Member Broker for any penalty/ charges which might be levied by any regulator i.e. SEBI/Exchange for non-adherence by the Client with any rules / regulations / circulars/instructions etc. issued by such regulator.

39. In this Agreement, unless the context otherwise requires:


Word denoting the singular number shall include the plural and vice versa. The pronouns "he" "she" "it" and their cognate variations are used as interchangeable and should be interpreted in accordance with the context. Words denoting a person shall include an individual corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity. References to the word "include" or "including" shall be construed without

limitation. Reference to any party to this agreement or any other agreement or deed or other instrument shall include its success on or permitted assigns. Reference to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this agreement. Reference to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order, notification, circular or other provision made under it. Heading or bold typeface, if used, are only for convenience and ease of reference and shall be ignored for the purposes of construction or interpretation of any provision of this Agreement. The word "margin" includes margin requirement, including peak margin and as applicable in cash and derivative segments at relevant places.

40. The Client confirms having read and understood the terms & conditions of this Agreement, Rights and Obligations, Risk Disclosure Document, Guidance Note, Policies and Procedures and other relevant document(s) provided to the client as part of the account opening form and accepts and agrees to be bound by the terms and conditions including those excluding /limiting the Member Broker's and Exchange's liabilities.

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

Signed and Delivered by			
Gogia Capital Services Ltd.			
Authorised Signatory			
Place of execution		Date of execution	
WITNESS :	Name and Signature (on behalf of Member Broker)		
Signature			
Name			
Address			

Signed and Delivered by			
Client- Name and Signature			
Signature  (22)			
Client Name			
Place		Date	
WITNESS :	Name and Signature (on behalf of Client)		
Signature			
Name			
Address			

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

STANDING INSTRUCTIONS/AUTHORISATION LETTER

To

Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

SUBJECT: STANDING INSTRUCTIONS/AUTHORISATION LETTER

UCC: _____

I/We have been /shall be dealing through you as my/our Broker on the Equity / Commodity Exchange(s) such as NSE/BSE/MCX. As my/our Broker, I/we direct and authorize you to carry out trading / dealing on my/our behalf as per instructions given below. Please treat these instructions as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.

1. I/We understand that you require written instructions for placement/modifying/canceling orders. However, since it is not practical to give written instructions for order, I/We, in terms of the Rights & Obligations of Stock Brokers, Authorized Persons & Clients, as prescribed by SEBI, hereby authorize you to kindly accept my/our and or my/our authorized person's verbal instructions / orders in person or over phone and execute the same. I/We understand the risk associated with verbal orders and accept the same. I/We agree that I/We shall not be entitled to disown the trades so executed through verbal orders/instructions or ask for proof of placement of orders. However, I/We shall have right to contest discrepancy, if any, within 24hrs of your confirming the trades so executed in my/our said UCC through SMS or ECN, in terms of various clauses, specifically clause 16.6, of the Contract between Member Broker and Client and other documents executed. I/We also understand that the above authorization can be revoked by me/us at any time by giving notice through physical letter by registered A.D. at your above mentioned address
2. I/We specifically agree that no interest, for any reason, shall be payable to me/us on any amount or credit balance lying with MEMBER BROKER.

I/We agree to indemnify you and keep indemnified against all losses, damages and actions which you may suffer or arise as a consequence of your adhering to and carrying out/ my /our directions given above.

I/We have signed/submitted this document at my/our own volition.

Thanking you,

Yours faithfully,

Signature of Client

 (23)

Name :

Date :

RUNNING ACCOUNT AUTHORISATION

To

Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067 | Tel. : +91-11- 49418888 Fax : +91-11-49418899

SUBJECT: RUNNING ACCOUNT AUTHORISATION

UCC: _____

I/We have been / shall be dealing through you as my/our Broker on various equity/commodity exchange(s) such as NSE/BSE/MCX and I / we further authorize you to follow these instructions across exchanges & across segments in which I / we have already opened accounts with you or I/We may open account in future. 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/am/We are aware that you and I/we have the option to make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars, issued by exchange/ regulatory authorities. However, I/we find it difficult to carry out repeated pay-in of funds. Further, I/we also desire to use my/our funds as margin without which I/We cannot deal/trade.

Therefore I /we hereby direct and authorise you to maintain running account(s) for me/us and from time to time debit these funds from running accounts and make pay-in of funds to exchanges/clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive funds in settlement of trades/ dealings please keep the funds with you and make credit entries for the same in running accounts of funds maintained by you for the purpose of any obligations due to me/us. In view of the same it would be proper for you to release the funds due to me/us on my/our specific, either written or verbal instructions. Further, the funds can be transferred from one segment to other and from one exchange to another as per the requirements. Further, subject to your discretion please treat my/our funds lying to my/our credit in running accounts as margin for my/our dealings/ trading. You are authorize to do these acts across all exchanges & segments in which I / we have been / shall be dealing with you. Further I/We understand and agree that any credit amount with you will not attract any interest.

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. You may also retain such other funds as may be specified by the exchanges from time to time. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds displaying all receipts/payments of funds. Please explain in the statement(s) being sent the retention of funds and the details of the pledged securities, if any. I/We agree that I/we shall bring any discrepancy(ies)/dispute in the/arising from the statement of retention of funds or statement of funds or settlement so made to your notice, preferably, within 30 working days from the date of receipt of funds or statement of retention of funds, as the case may be, in writing, through Registered A.D./Speed Post at your corporate office or through email at ao@gogiacap.com from my/our registered email id. Further, do not carry out settlement of running account referred to above for funds given by me/us towards margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Notwithstanding anything contained anywhere in the above authorization signed by me/us, this Running Account Authorisation shall not be applicable in case of any purchases of securities in cash segment or in F&O segment (under physical settlement) and pledged to Client Unpaid Securities Pledge Account (CUSPA). The securities pledged in the (CUSPA) shall be settled as per the rules, regulations & guidelines of the exchanges/SEBI. I/We further agree that the funds shall be returned to me/us if I/we have not done any transaction in the 30 calendar days since the last transaction, within three working days irrespective of the date when the running account was previously settled or within the period as may be specified by SEBI/Exchanges from time to time.

Please further note that while I/We am/are entitled to revoke this authorisation at any time, by sending signed physical letter of revocation, through post / courier at your above mentioned address.

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/funds under this agreement.

My/Our preference for actual settlement of funds is at least:

☐ Once in a Calendar Quarter

☐ Once in a Calendar Month

Thanking you,
Yours faithfully,

Signature of Client

 (24)

Name : Date :

[Note : To be signed by person himself/herself not to be signed by his/her attorney/ authorised person etc.]

AUTHORISATION FOR ELECTRONIC CONTRACT NOTES (ECN)/OTHER DOCUMENTS

To

Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067 | Tel. : +91-11- 49418888 Fax : +91-11-49418899

SUBJECT: AUTHORISATION FOR ELECTRONIC CONTRACT NOTES (ECN)/OTHER DOCUMENTS

UCC: _____

I/We have been / shall be dealing through you as my / our Broker on various equity/commodity exchange(s) such as NSE/BSE/MCX. This instruction is applicable for all the exchanges / segments in which I / we have opened account with you &/or I/We may open account in future with you. 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 understand that, I/ we have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/ we hereby opt for receipt of contract notes & other documents in electronic form, I /We understand that for the above purpose, you are required to take from the client “an appropriate email account” for you to send the electronic contract notes &/or other documents. Accordingly, please take the following email account(s) / email id on your record for sending the contract notes to me / us.

1.
2.

I/we have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations. I/we am/are aware that this declaration form should be in English or in any other language known to me/us.

I/ We agree not to hold you responsible for late / non-receipt of contract notes/other documents/communication sent in electronic form for any reason including but not limited to failure of email servers, loss of connectivity, email in transit etc. I/ we agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes & other communication/document to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me / us on account of any non-receipt/delayed receipt for any reason whatsoever.

I /We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account(s) / email id(s).

I/We also agree that in case, you want to send contract notes/other documents/communication in physical form in any of the above segments / exchanges due to any reason, whatsoever, including bouncing of email, I / we here by permit you to send the same in physical mode and the charges, if applicable, shall be debited to my/our account.

I/We understand that I/We am/are required to intimate any change in the email id/ email account mentioned herein above which needs to be communicated by me/us through a duly signed request letter in original to you by registered A.D./Speed Post at your above mentioned address, provided however that if I/we am/are an internet client then in that event the request for change in email id/ email account can be made by me/ us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. 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.

I/We agree that till the time the change in email address(s) is not updated in your records, the ECN and other documents sent to existing email address (s) with you shall be deemed to be a valid delivery and I/We shall not hold you responsible for any direct or indirect consequences faced by me/us on this account.

The above authorization and the guidelines on ECN given in the note below have been read and understood by me/us. I/we am/are aware of the risk involved in dispensing with the physical contract note and do hereby take full responsibility for the same.

I/We have signed/submitted this document on my/our own volition.

Signature of Client

 (25)

Thanking you,
Yours faithfully,

Name : Date :

Note :

1. To be signed by person himself/herself not to be signed by his/her attorney/ authorised person etc.
2. You can revoke ECN facility and opt for the Contract Note in the physical form only by giving 7 working days notice to the member broker through Registered A.D./Speed Post at the above mentioned address and copy of the same would be retained by you.
3. In case, due to any reason, whatsoever, including bouncing of email, if contract note is sent in physical form, charges, if applicable, shall be debited.

Undertaking for Issuance of DIS Booklet

Option for issuance of DIS booklet along with account opening (to be filled by persons seeking to open a depository account who have given DDPI/Power of Attorney to operate the depository account to a stock broker/Participant/Portfolio Manager and do not intend to open a Basic Services Demat Account)

To	NSDL DP ID	I	N	3	0	0	5	8	9
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Gogia Capital Services Limited

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi — 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

Name(s) of account holder(s)	Sole/ First holder
	Second holder
	Third holder




Option for Issue of DIS booklet (please tick any one)

Option 1 ☐

I/We wish to receive the Delivery Instruction Slip (DIS) booklet with account opening

Option 2 ☐

I/We do not wish to receive the DIS booklet with account opening. However, the DIS booklet should be issued to me/ us immediately on my/ our request at any later date.

Beneficial Owner	Name	Signature with date
Sole/ First Holder		 (26)
Second Holder		
Third Holder		

DEMAT DEBIT AND PLEDGE INSTRUCTION (DDPI)

To

Gogia Capital Services Limited

Date :

Regd. Office : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi – 110067 | Tel. : +91-11- 49418888 Fax : +91-11-49418899

SUBJECT : DEMAT DEBIT AND PLEDGE INSTRUCTION (DDPI) AUTHORISATION

UCC: _____ BO ID: _____













I/We have been / shall be dealing through you as my/our Broker on various Stock exchange(s) such as NSE/BSE/MCX/NCDEX and as my/our Depository Participant (DP) with respect to my/our Trading Account opened/to be opened under captioned Unique Client Code (UCC) and Demat/ beneficial owner (BO) Account opened/to be opened & mapped with my/our said Trading Account, I / we authorize you to follow these instructions across exchanges & across segments in which I / we have already opened accounts with you or I/We may open account in future. As my/our Broker i.e. agent &/or DP, I/ we direct and authorize you to carry out dealings on my/our behalf as per instructions given below.

For my/our convenience & in order to facilitate the proper execution of all transactions by me/us in pursuant to agreement(s) entered/to be entered with Master Capital Services Ltd (MCSL), I/We hereby agree & authorize MCSL to operate my/our Demat / (BO) account(s) opened/ to be opened and mapped with my/our aforesaid Trading Account to transfer / pledge / re-pledge / de-pledge securities from my/our BO account(s) only to MCSL's BO account(s) and/or Exchange(s) related Pool & Margin Account of MCSL specified herein below.

Demat Account Details
Pool Account (NSDL) IN300589-10000053 (CM-BPID IN553791), IN300589-10149905 (CM-BPID IN630060)
Pool Account (CDSL) I204980000156388, I204980000156392
TM/CM — Client Securities Margin Pledge Account — IN300589-10240362

Please further note that while I/We am/are entitled to revoke this DDPI authorisation at any time, by sending signed physical letter of revocation, through Regd/Speed post at your above mentioned address. I/We agree that till the time my/our revocation request will be processed and updated in your records, MCSL will continue to be authorized to transfer/pledge/re-pledge/de-pledge securities under this DDPI authorization against my/our obligations, if any, in my/our captioned trading/demat account.

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 whatsoever, or for any consequential, incidental, special or exemplary damages, caused by transfer/pledge/re-pledge/de-pledge of securities under this DDPI authorization.

Purpose- 1.	Transfer of securities held in my/our beneficial owner account(s) towards Stock Exchange(s) related deliveries / settlement obligations arising out of trades executed by me/us on the Stock Exchange(s) through you.		
Signature of Client*	 Signature of First Accountholder Name	 Signature of Second Accountholder Name	 Signature of Third Accountholder Name
Purpose- 2.	Pledging / re-pledging of securities in favour of MCSL as trading member (TM) / clearing member (CM) for the purpose of meeting my/our margin requirements in connection with the trades executed by me/us on the Stock Exchange(s).		
Signature of Client*	 Signature of First Accountholder Name	 Signature of Second Accountholder Name	 Signature of Third Accountholder Name
Purpose- 3.	Mutual Fund transactions being executed on Stock Exchange order entry platforms		
Signature of Client*	 Signature of First Accountholder Name	 Signature of Second Accountholder Name	 Signature of Third Accountholder Name
Purpose- 4.	Tendering shares in open offers through Stock Exchange platforms		
Signature of Client*	 Signature of First Accountholder Name	 Signature of Second Accountholder Name	 Signature of Third Accountholder Name

[Note : To be signed by all the accountholders in whose name the Demat Account(s) is/are opened/ to be opened & mapped with the trading account having abovementioned Unique Client Code]

BOARD RESOLUTIONS

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF BOAD OF DIRECTORS OF M/s
(Name of the Company) HELD ON _____ DAY _____ OF
_____ 202 _____ AT _____ OFFICE OF THE COMPANY

"RESOLVED THAT a Trading and or Demat account in the name of M/s _____ (Name of the Company) be opened with **Gogia Capital Services Ltd.**, Member National Stock Exchange of India Ltd (NSE) , Bombay Stock Exchange Ltd (BSE), Multi Commodity Exchange of India Limited (MCX) & Depository Participant of National Securities Depository Ltd. (NSDL) companies incorporated under the Companies Act, 1956 and having Corporate office at The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067, for the purpose of operating Demat account, dealing in Capital Market segment, Future and Options segment, Currency Derivatives Segment, Commodities / Commodity Derivatives Segment or any other segment/instrument that may be introduced by the exchanges of which the companies stated herein are member.

"RESOLVED FURHTER THAT Mr. _____, & Mr. _____, Director(s) / Authorised Representative of the Company whose specimen signatures are attested below be and is hereby Severally/ Jointly authorized on behalf of the company to complete Client Registration form, Agreement and all other documents as may be deemed necessary to open and maintain account with herein mentioned companies. And give effect to this resolution Mr. _____ & Mr. _____, is authorized to operate demat / trading account, sell, purchase, transfer, endorse and/or otherwise deal through companies mentioned herein."

Specimen Signatures of the Authorized persons

Sr. No.	Name	Specimen Signature
1.		
2.		
3.		
4.		

"RESOLVED FURTHER THAT this resolution be communicated to the Gogia Capital Services Ltd., remain in force until notice in writing be given to the Companies mentioned herein."

For M/s _____ (Name of the Company)

Chairman



GOGIA CAPITAL SERVICES LIMITED

REGD. OFFICE : The Capital Court, 6th Floor, OLOF Palme Marg, Munirka, New Delhi - 110067

Tel. : +91-11- 49418888 Fax : +91-11-49418899

E-mail : ao@gogiacap.com, Website : www.gogiacap.com

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS

As prescribed by SEBI and Stock Exchanges

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

CLIENT INFORMATION

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

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special

margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The

stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated;

if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

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

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
37. 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.

ELECTRONIC CONTRACT NOTES (ECN)

38. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
39. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
40. 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.
41. 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.
42. 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.
43. 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

44. 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.
45. 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.
46. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
47. 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.
48. 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.
49. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.
Additionally, the clauses mentioned herein shall also be applicable.)

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

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

I. BASIC RISKS:

I.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.

I.2 Risk of Lower Liquidity

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

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.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.

I.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate

or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- E.** You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

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

2.3 Risk of Option holders:

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

2.4 Risks of Option Writers:

- 1.** If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2.** The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has

assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

- 3.** Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

4. GENERAL

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

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

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

CLIENT RIGHTS

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility.
3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.
3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.
4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.

5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than $T + 1$ day.
6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.
7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
11. Margin Trading Accounts where there was no transactions for 90 days shall be settled immediately.
12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount.
13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.
5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

RIGHTS AND OBLIGATIONS RELATING TO MARGIN TRADING FACILITY PROVIDED BY STOCK BROKER/ TRADING MEMBER TO CLIENTS

1. Stock Broker/ Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.
2. Stock Broker/ Trading Member desirous of extending MTF to their clients is required to obtain prior permission of BSE. Stock Broker/ Trading Member may note that BSE has the right to withdraw the permission at anytime.
3. Stock Broker/ Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange / SEBI from time to time. Stock Broker/ Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/ SEBI/ Stock Broker/ Trading Member.
4. Stock Broker/ Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
5. Stock Broker/ Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/ Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/ SEBI.
6. Stock Broker/ Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
7. Stock Broker/ Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/ SEBI/ Stock Broker/ Trading Member. In this regard, Stock Broker/ Trading Member shall also list down situations/ conditions in the which the securities may be liquidated (Stock Broker/ Trading Member to list down situations/ conditions):
8. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client, even if the same is authorized by the first client.
9. The stocks deposited as collateral with the Stock Broker/ Trading Member for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount.
10. IPF shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client.

The rights and obligations prescribed hereinabove shall be read in conjunction with the rights and obligations as prescribed under SEBI circular no. CIR/ MIRSD/ I6/ 2011 dated August 22, 2011.

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS (COMMODITY)

as prescribed by SEBI and Commodity Exchanges

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/SEBI and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules 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 himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member 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 Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
 - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
 - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with
 - i. honest market practice;
 - ii. the principle of good faith;
 - iii. the level of knowledge, experience and expertise of the Client;
 - iv. the nature and degree of risk embodied in the financial product* or financial service being availed by the Client; and
 - v. the extent of dependence of the Client on the Member.
- *Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member 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 Member on a periodic basis.
11. A. Protection from unfair terms in financial contracts**
 - a. An unfair term of a non-negotiated contract will be void.
 - b. A term is unfair if it—
 - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
 - ii. is not reasonably necessary to protect the legitimate interests of the Member.
 - c. The factors to be taken into account while determining whether a term is unfair, include—
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;
**contracts offered by commodity exchanges
 - iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
 - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
 - d. A term is transparent if it—
 - i. is expressed in reasonably plain language that is likely to be understood by the Client;
 - ii. is legible and presented clearly; and
 - iii. is readily available to the Client affected by the term.
 - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
 - B.
 - a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes—
 - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
 - ii. a standard form contract.
 - b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
 - c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a nonnegotiated contract if so indicated by—
 - i. an overall and substantial assessment of the financial contract; and
 - ii. the substantial circumstances surrounding the financial contract
 - d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.
 - C.
 - a. The above does not apply to a term of a financial contract if it—
 - i. defines the subject matter of the financial contract;
 - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
 - iii. is required, or expressly permitted, under any law or regulations.
 - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.

12. The Member and Authorized Person 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 Member may so disclose information about his client to any person or authority with the express permission of the client.
 13. A. Protection of personal information and confidentiality
 - a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes—
 - i. name and contact information;
 - ii. biometric information, in case of individuals
 - iii. information relating to transactions in, or holdings of, financial products
 - iv. information relating to the use of financial services; or
 - v. such other information as may be specified.
 13. B.
 - a. A Member must—
 - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
 - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13. B. b.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
 - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
 - b. A Member may disclose personal information relating to a Client to a third party only if—
 - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member—
 1. informs the Client in advance that the personal information may be shared with a third party; and
 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
 - vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
 - c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.
 14. A Requirement of fair disclosure both initially and on continuing basis
 - a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
 - b. In order to constitute fair disclosure, the information must be provided—
 - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
 - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
 - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding—
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.
 14. B.
 - a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures—
 - i. any material change to the information that was required to be disclosed under point 14. A at the time when the Client initially availed the financial product or financial service;
 - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
 - iii. any other information that may be specified.
 - b. A continuing disclosure must be made—
 - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.
- ### MARGINS
15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 16. 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

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
19. The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. 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, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for nonpayment 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.
24. 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 commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result therefrom. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
 - a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
 - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of—
 - i. the Client's right to seek redress for any complaints; and
 - ii. the processes followed by the Member to receive and redress complaints from its Clients.
29. A Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

 - a. A Member must—
 - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
 - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
 - c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member—
 - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.
30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client interests.

 - a. A member must—
 - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between —
 - 1. its own interests and the interests of the Client; or
 - 2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

- 31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
- 32. The Member, Authorized Person 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.
- 33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, 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 Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

- 34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 35. The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may

be, to the Client on 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.

- 37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities 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 immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.
- 38. The Member shall send margin statements to the clients on monthly basis. 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, warehouse receipts, securities etc.
- 39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.
- 40. In case, where a member surrenders his/her/its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- 41.A. Protection from unfair conduct which includes misleading conduct & abusive conduct
 - a. Unfair conduct in relation to financial products or financial services is prohibited.
 - b. “Unfair conduct” means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes —
 - i. misleading conduct under point 41.B
 - ii. abusive conduct under point 41.C
 - iii. such other conduct as may be specified.
- 41.B.
 - a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves —
 - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
 - ii. providing accurate information to the Client in a manner that is deceptive.
 - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be “determinative factors” —
 - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
 - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;

- iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41.C.

- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it—
 - i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered—
 - i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behaviour;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
 - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including—
 - v. the right to terminate the financial contract;
 - vi. the right to switch to another financial product or another Member and
 - vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member 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.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.

- 46. The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
- 47. In addition to the e-mail communication of the ECNs to the client, the Member 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

- 48. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
- 49. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 50. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
- 51. 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 / Business Rules and circulars / notices issued thereunder of the Exchanges / SEBI.
- 52. All additional voluntary/non mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/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.
- 53. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity 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.
- 54. Members are required to send account statement to their clients every month in physical form.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS 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. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities 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 commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member'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 Member'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/ commodities 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 Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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/ commodities 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 Member 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 Member 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 Member and the Exchange do not make any representation or warranty that the Member'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 Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange 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 member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

I. Basic Risks involved in the trading of Commodity

Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

ii. Risk of Lower Liquidity

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.
- b. Buying/Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

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

iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to place "limit orders",

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

- b. 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 commodity derivatives contract.
- c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed “away” from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 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.

v. Risk of News Announcements

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

vi. Risk of Rumours

- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

vii. System Risk

- a. 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.
- b. 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 execution of order and its confirmation.

- c. 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

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

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

Effect of “Leverage” or “Gearing”:

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be

liable for any losses incurred due to such square-up/Close Outs.

- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

4. General

i. Deposited cash and property:

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

ii. Commission and other charges:

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

iii. For rights and obligations of the Members/ Authorised Persons & clients, please refer to Rights and Obligations.

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from SEBI.

ADDITIONAL RISK DISCLOSURE DOCUMENTS FOR OPTIONS TRADING

Annexure I

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.

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.

GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS

Do's

1. Trade only through Registered Members of the Exchange. Check from the link page of the relevant exchange website to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the link page of the relevant exchange website. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be 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) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
 - c) In case you have not opted for maintaining running account and payout is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
 - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.

25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.

RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT 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 a notice in writing of not less than thirty days to 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 prescribed in 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 a 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 than 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 Clause 5 & 6 within a 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 to 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 the 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 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 to 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 prescribed 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 herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there 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. 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.
32. 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.

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

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

Rights of Investors

- 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.
- Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- 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	30 days / 90 days for running account settlement (RAS) as per the preference of client. 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	30 days from the receipt of the complaint

DOs and DON'Ts for Investors

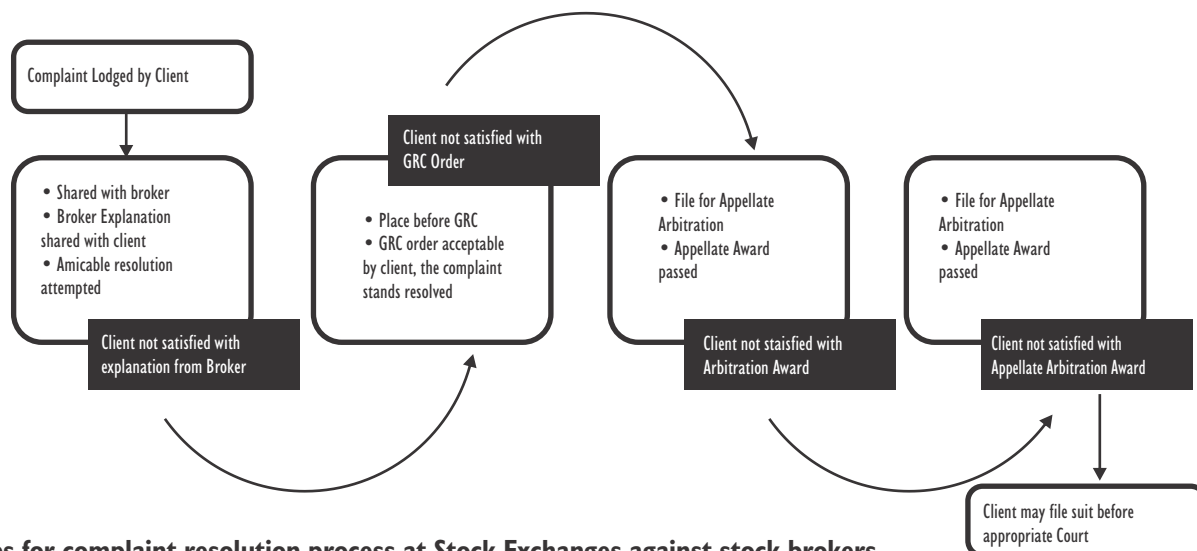
DOs	DON'Ts
<ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Power of Attorney / 'Demat Debit and Pledge Instruction' (DDPI). However, Power of Attorney / 'Demat Debit and Pledge Instruction' (DDPI) is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting Power of Attorney / 'Demat Debit and Pledge Instruction' (DDPI), carefully examine the scope and implications of powers being granted. 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. 8. Receive funds and securities / commodities on time within 24 hours from pay-out. 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. 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). 11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines. 	<ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. 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. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed / guaranteed returns schemes. 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments.

Grievance Redressal Mechanism

Level 1 — Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker 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 IPE.
- 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 (a web based centralized grievance redressal system of SEBI) @ <https://scores.gov.in/scores/Welcome.html>

I. 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 for NSDL - <https://nsdl.co.in/dpsch.php> and CDSL - <https://www.cdslindia.com/DP/dplist.aspx>

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

(I) Basic Services

S.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 / Destatementization	5 days
4.	Re-conversion / Restatementisation 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	Depositories to accept physical DIS for pay-in of securities upto 4 p.m and DIS in electronic form upto 6 p.m on T+1 day

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

S.No.	Type of Activity /Service	Brief about the Activity / Service
1.	Value Added Services	Depositories also provide value added services such as a. Basic Services Demat Account (BSDA). 1 b. Transposition cum dematerialization. 2 c. Linkages with Clearing System. 3 d. Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc
2.	Consolidated Account statement (CAS)	CAS is issued 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. E-account opening. 4 b. Online instructions for execution. 5 c. e-DIS / Demat Gateway. 6 d. e-CAS facility. 7 e. Miscellaneous services. 8

5. Details of Grievance Redressal Mechanism

(I) The Process of investor grievance redressal

1.	Investor Complaint/Grievances	Investor can lodge complaint/ grievance against the Depository/DP in the following ways: a. Electronic mode - (i) SCORES (a web based centralized grievance redressal system of SEBI) https://www.scores.gov.in/scores/Welcome.html (ii) Respective Depository's web portal dedicated for the filing of compliant NSDL - https://www.epass.nsdl.com/complaints/websitecomplaints.aspx CDSL - https://www.cdslindia.com/Footer/grievances.aspx (iii) Emails to designated email IDs of Depository – for NSDL - relations@nsdl.co.in and for CDSL - complaints@cdslindia.com b. Offline mode The complaints/ grievances lodged directly with the Depository shall be resolved within 30 days.
2.	Investor Grievance Redressal Committee of Depository	If no amicable resolution is arrived, then the Investor has the option to refer the complaint/ grievance to the Grievance Redressal Committee (GRC) of the Depository. Upon receipt of reference, the GRC will endeavor to resolve the complaint/ grievance by hearing the parties, and examining the necessary information and documents.
3.	Arbitration proceedings	The Investor may also avail the arbitration mechanism set out in the Byelaws and Business Rules/Operating Instructions of the Depository in relation to any grievance, or dispute relating to depository services. The arbitration reference shall be concluded by way of issue of an arbitral award within 4 months from the date of appointment of arbitrator(s).

(2) For the Multi-level complaint resolution mechanism available at the Depositories please refer to link Complaint Resolution process at Depositories. 9

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

S.No.	Type of special circumstances	Timelines for the Activity/ Service
I.	<ul style="list-style-type: none">• 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.• Participant surrenders the participation by its own wish.	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.

7. Dos and Don'ts for Investors

For Do's and Don'ts please refer to the link Dos and Don'ts for Investor. 10

8. Rights of investors

For rights please refer to the link Rights of investors. 11

9. Responsibilities of Investors

For responsibilities please refer to the link Responsibilities of Investors. 12

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

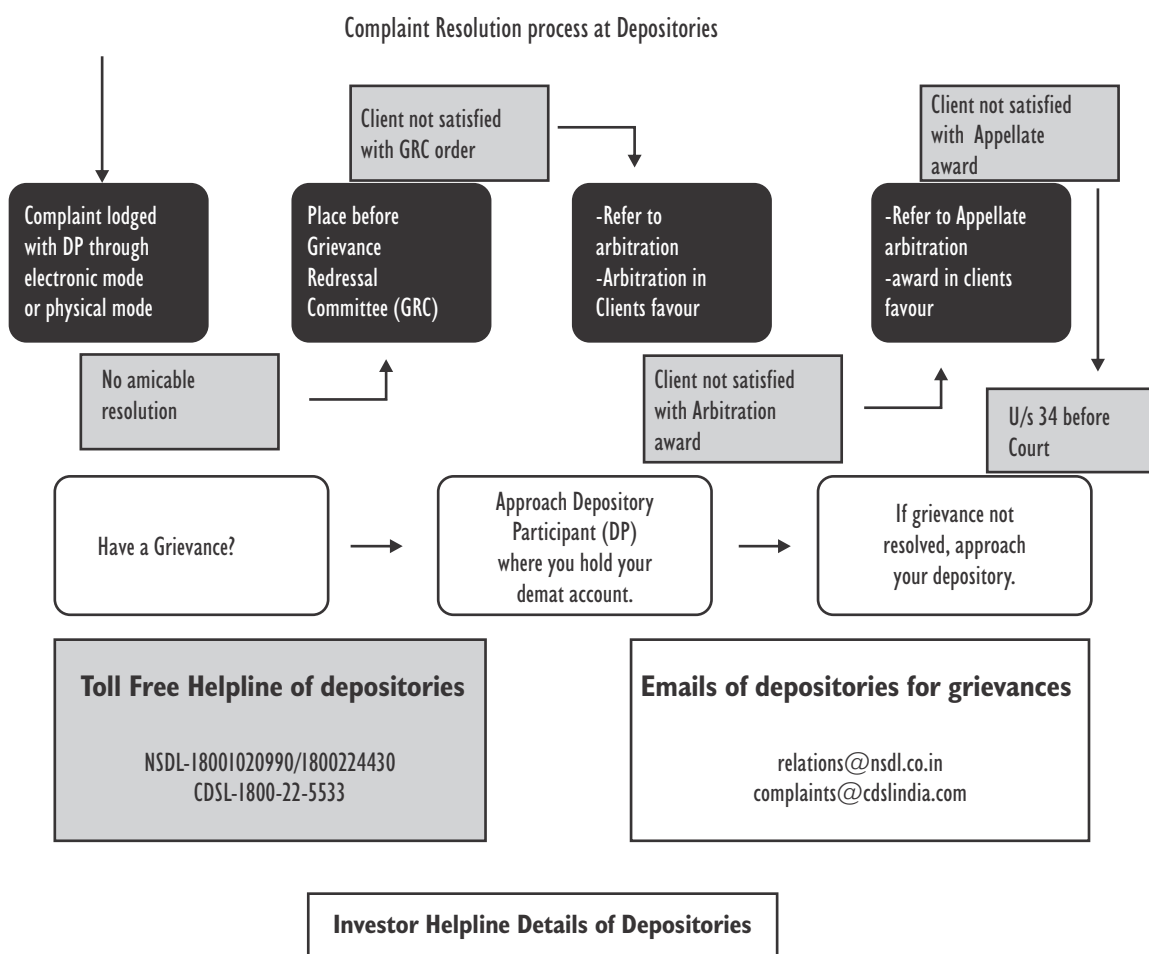
- a. Basic Services Demat Account (BSDA)¹: The facility of BSDA with limited services for eligible individuals was introduced with the objective of achieving wider financial inclusion and to encourage holding of demat accounts. No Annual Maintenance Charges (AMC) shall be levied, if the value of securities holding is upto Rs. 50,000. For value of holdings between Rs 50,001- 2,00,000, AMC not exceeding Rs 100 is chargeable. In case of debt securities, there are no AMC charges for holding value upto Rs 1,00,000 and a maximum of Rs 100 as AMC is chargeable for value of holdings between Rs 1,00,001 and Rs 2,00,000.
- b. Transposition cum dematerialization²: In case of transposition-cumdematerialisation, 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 System³ 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 opening⁴: 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.
- b. Online instructions for execution⁵: internet-enabled services like Speed-e (NSDL) & Easiest (CDSL) 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 Gateway⁶: 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 facility⁷: 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 services⁸: Transaction alerts through SMS, e-locker facilities, chatbots for instantaneously responding to investor queries etc. have also been developed.

Para (5(2) of Investor Charter

Complaint Resolution process at Depositories⁹



Para 7 of Investor Charter

Dos and Don'ts for Investor¹⁰

Sl 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 / 'Demat Debit and Pledge Instruction' (DDPI) 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.	<p>Accept the Delivery Instruction Slip (DIS) book from your DP only (preprinted 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.</p> <p>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).</p>

	<p>Do not leave your instruction slip book with anyone else.</p> <p>Do not sign blank DIS as it is equivalent to a bearer cheque.</p>
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.
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 with few exceptions.
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 https://scores.gov.in/scores/Welcome.html
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.

Para 8 of Investor Charter

Rights of investors¹¹

- Receive a copy of KYC, copy of account opening documents.
 - No minimum balance is required to be maintained in a demat account.
 - No charges are payable for opening of demat accounts.
 - If executed, receive a copy of Power of Attorney / 'Demat Debit and Pledge Instruction' (DDPI). However, Power of Attorney / 'Demat Debit and Pledge Instruction' (DDPI) is not a mandatory requirement as per SEBI / Stock Exchanges. You have the right to revoke any authorization given at any time.
 - You can open more than one demat account in the same name with single DP/ multiple DPs.
 - 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.
 - Pledge and /or any other interest or encumbrance can be created on demat holdings.
 - Right to give standing instructions with regard to the crediting of securities in demat account.
 - 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.
 - In case of any grievances, Investor has right to approach Participant or Depository or SEBI for getting the same resolved within prescribed timelines.
 - 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.
- 9 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.

Para 9 of Investor Charter

Responsibilities of Investors¹²

- Deal with a SEBI registered DP for opening demat account, KYC and Depository activities.
- 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.
- Read all documents and conditions being agreed before signing the account opening form.
- 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.
- Always mention the details like ISIN, number of securities accurately.
- Inform any change in information linked to demat account and obtain confirmation of updation in the system.
- Regularly verify balances and demat statement and reconcile with trades / transactions.
- Appoint nominee(s) to facilitate heirs in obtaining the securities in their demat account.
- Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.



