

## INDEX

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<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1	CVL KRA Application	Captures the basic information about the client and an instruction/check list.	Loose Sheet
2	Trading Account related details	Document captures the additional information about the client relevant to trading account.	5
3	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on Exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	10
4	Risk Disclosure Document (RDD) Document	Detailing risks associated with dealing in the securities market.	16
5	Guidance note	Document detailing do's and don'ts for trading on Exchange, for the education of the investors.	20
6	Policies and Procedures	Document describing significant policies and procedures of the stock broker	22
7	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock Exchange(s)	27
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
8	Initiation of Money Laundering	This Document is to make the client aware of Anti Money Laundering (AML) provisions.	28
9	Voluntary Rights & Obligation	Document stating the voluntary Rights & Obligations of stock broker, sub-broker and client for trading on Exchanges apart from mandatory rights & obligation prescribed by Exchange/SEBI.	29
10	Request for trading in Interest Rate Futures	The said is required to be sign in case client wants to trade in interest rates futures offered by Exchange(s).	31
11	Mutual Fund Service System (MFSS) / BSE STAR MF Facility	The said is required to be sign in case client want to trade in the Mutual Funds offered by NSE & BSE.	32
12	Running Authorisation letter	This document allow the broker to keep running balance for the funds and securities of the client and to transfer the securities of client against their obligations	34
13	Request for sending Contract note/documents etc. on email	This documents allows the stock broker to send the contract notes /documents etc. via electronic means on the email id's provided by the clients	35

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Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
14	Letter of Appointment & Acceptance	This document allows the client to give authority for placing / giving / executing orders on his / her behalf to another person and acceptance of the same by another person.	36
15	Registration and account Opening form for Demat Client	This document need to be signed in case client wants to open demat account with the depository arm of the Stock Broker	37
16	Power of Attorney	Power of Attorney gives rights to the stock broker to operate the demat account of the broking client for limited purpose viz for taking securities from the demat account for payin, margin and other obligation.	45

## BRICS SECURITIES LIMITED

Particular	SEBI Registration No.	SEBI Registration Date	Member Code/DP ID
NSE Cash	INB 231205734	17-06-2004	12057
NSE F&O	INF 231205734	14-07-2004	12057
NSE CDS	INE 231205734	27-08-2008	12057
BSE Cash	INB 011205730	17-06-2004	576
BSE F&O	INF 011205730	14-07-2004	T 576
MCX-SX	INE 261205734	29-09-2008	19300
CDSL	IN-DP-CDSL-76-2000	21-06-2000	16800/16801

**Registered & Correspondence office address:** Sadhna House, 1st Floor, 570, P.B. Marg, Behind Mahindra Tower, Worli, Mumbai 400018. Tel: (91) 22-66360000 Fax: (91) 22- 66360159/24994002  
Website: [www.bricssecurities.com](http://www.bricssecurities.com)

Compliance Officer :Rakesh Gupta; Tel.: (91)-22-66360000; E-mail Id: [rakesh.gupta@bricssecurities.com](mailto:rakesh.gupta@bricssecurities.com)  
CEO : V R Srinivasan; Tel.: (91)-22-66360000; E-mail Id: [vrs@bricssecurities.com](mailto:vrs@bricssecurities.com)

### **Clearing Member Name**

**ICICI Bank Limited.** (NSE Derivative and NSE and MCX-SX Currency Derivative Segments):  
SEBI Reg. No.: INF231134745 (NSE) / INE231308631 (NSE CDS) / INE261313337 (MCX-SX)  
Reg. Office address: - ICICI Bank Limited, Landmark, Race Course Circle, Vadodara - 390007.  
Tel No. (91)-22-66673000 Fax:(91)-22-66672779 Website: [www.icicibank.com](http://www.icicibank.com)

**Globe Capital Market Limited.** (BSE Derivative Segments)  
BSE Clearing Code 3179, SEBI Reg. No. Derivatives: INA010663731 (BSE F&O)  
Address: 609, Ansal Bhawan, 16 K.G.Marg, Connaught Place, New Delhi - 110001.  
Tel. No. 91-11-30412345, Website: [www.globecapital.com](http://www.globecapital.com)

*For any grievance/dispute please contact Brics Securities Ltd at the above address or phone number or at email id- [investorgrievances@bricssecurities.com](mailto:investorgrievances@bricssecurities.com). In case not satisfied with the response, please contact the concerned Exchange(s) at below given email id or Phone no.*

**NSE** -Email: [ignse@nse.co.in](mailto:ignse@nse.co.in) Tel.: 91-22-26598190 **BSE** -Email: [js@bseindia.com](mailto:js@bseindia.com) Tel.: 91-22-22728097  
**MCX-SX** - Email: [investorcomplaints@mcx-sx.com](mailto:investorcomplaints@mcx-sx.com) Tel.: 91-22-67318933/9000

## **INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM**

**All BSL staff and prospective clients are requested to go through the following very carefully to ensure completion of required documents at one go.**

### **A. IMPORTANT POINTS:**

1. All correction made on the form should be attested (counter signed) by the client.
2. In case any proof is in language other than Hindi or English then a duly signed letter from the client translating the same in English is required. The letter is also required to be verified by BSL employee. Similarly, If any proof of identity or address is in a foreign language, then translation into English is required.
3. Signature on the KYC form should match with the proof submitted.
4. Please put full signature at all places marked **S1** For First/Sole Holder **S2** For Second Holder **S3** For Third Holder **SW** For Witness
5. Trading Account Opening Registration Form- Page No. **5 to 36**
6. Demat Account Opening Form- Page No. **37 to 45**
7. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.
8. Signatures should be preferably in black ink.
9. Details of the Names, Address, Telephone Number(s), etc., of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be provided in case of attestation done by them.
10. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
11. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
12. All correspondence / queries shall be addressed to the first / sole applicant.
13. Strike off whichever option, in the account opening form, is not applicable.
14. It is mandatory to register for SMART facility of CDSL if BO has given Power of Attorney (POA) (Page No. 41).
15. PAN Card is to be obtained for all the holders. For first holder proof of correspondence address as well as permanent address is to be obtained. For Joint holders proof for only permanent address is to be obtained.

### **B. Any one of the following documents for proof of Bank Account.**

- i. Copy of a canceled Cheque Leaf with name of the accountholder preprinted on it.
- ii. Bank pass book having name and address of the account holder and latest transaction pages being not more than 4 months old
- iii. Bank statement having name and address of the account holder being not more than 4 months old

**In case of option (ii) and (iii) above MICR/IFSC code of the branch should be present/mentioned on the document and it should be self certified by the BO.**

### **C. Any one of the following document for proof of Demat account.**

- i. DP client Master List with DP stamp or logo (not more than 6 months old)

- ii. Recent Demat Holding Statement which must contain specific Client ID, Client Name, DP ID and DP Name. (not more than 6 months old)

**D. In case of NRI & Foreign National (allowed to trade subject to RBI and FEMA guidelines), additional documents to be obtained from them, over & above the POI & POA, as mentioned below:**

1. Permission for dealing in Securities (PIS approval) from Authorized Dealer (Bank) with NRE/ NRO Bank proof.
2. Declaration duly signed by the NRI as per the format attached (Page No. 40)

**Note:** Photocopies of the all the documents should be attested by the Indian Embassy / Consulate General/ Notary Public / Any court / Magistrate/ Judge / Local Banker in the country where the NRI or Foreign National resides. The attesting authority should affix a “verified with original’ stamp on the said documents.

**E. Participation criteria for Currency Future Segment**

- (i) No person other than ‘a person resident in India’ as defined in section 2(v) of the Foreign Exchange Management Act, 1999 (Act 42 of 1999) shall participate in the currency futures market.
- (ii) Notwithstanding Sub-Paragraph (i), no scheduled bank or such other agency falling under the regulatory purview of the Reserve Bank under the Reserve Bank of India Act, 1934, the Banking Regulation Act, 1949 or any other Act or instrument having the force of law shall participate in the currency futures market without the permission from the respective regulatory Departments of the Reserve Bank. Similarly, for participation by other regulated entities, concurrence from their respective regulators should be obtained.

**F. Additional documents required in case of trading in derivatives segments - illustrative list:**

Copy of latest ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip not more than 2 months old / Copy of Form 16	Net worth certificate duly certified by Chartered Accountant
Copy of demat account holding statement. (not more than 6 months old)	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration of Net Worth (Assets-Liabilities) with relevant supporting documents for each item mentioned in declaration.

**Contact Person: Mr. Sunil Bagade - 91-22-66360170, Mr. Thomas Tony - 91-22-66360144**

# MANDATORY DOCUMENTS

## TRADING ACCOUNT RELATED DETAILS

### A. BANK ACCOUNT(S) DETAILS (ATTACH PROOF OF BANK ACCOUNT)

Name of the Bank																																	
Branch Address & Tel No																																	
Bank Account No.																																	
Account Type (Savings/ Current/Others- in case of NRI/NRE/NRO)																																	
Bank Code (9 digit MICR Code)	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>										
IFSC Code																																	

### B. DEPOSITORY ACCOUNT(S) DETAILS (ATTACH PROOF OF DEPOSITORY ACCOUNT)

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

### C. TRADING PREFERENCES

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

Exchanges	Segments	Signature of the Client
NSE	Cash	<input type="checkbox"/> <b>S1</b> _____
	F&O	<input type="checkbox"/> <b>S1</b> _____
	Currency Derivative	<input type="checkbox"/> <b>S1</b> _____
BSE	Cash	<input type="checkbox"/> <b>S1</b> _____
	F&O	<input type="checkbox"/> <b>S1</b> _____
MCX-SX	Currency Derivative	<input type="checkbox"/> <b>S1</b> _____

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

**D. PAST ACTIONS**

Details of any action/Proceedings initiated/pending/taken by SEBI/ Stock Exchange/ any other authority against the applicant/constituent during the last 3 years

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**E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

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

Sub-Broker's Name								
SEBI Registration Number								
Registered Office Address								
City/town/village								
State / Union Territory								
PIN Code							Country	
Telephone No. (with STD/ISD code) (Office)						Fax No.		
Website								

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

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

**F. ADDITIONAL DETAILS**

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):	
Specify your Email id, if applicable:	
Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):	Yes / No
Whether you wish to receive SMS & Email alerts Sent by Stock Exchanges	<input type="checkbox"/> SMS <input type="checkbox"/> Email <input type="checkbox"/> Both
Number of years of Investment/Trading Experience:	
Any other information:	

**OCCUPATION DETAILS**

**Occupation:**  Employed  Self Employed  Business  Professional  House-wife  
 Retired  Student  Agriculturist  Forex Dealer  Others (specify)\_\_\_\_\_

If Employed:  Central Govt.  State Govt.  Public  Private Sector  NGO  Statutory Board

Name of your Employer										
Office Address										
City/town/village										
State / Union Territory										
PIN Code								Country		
Designation										
Employer nature of business/profession (Product /Services provided)										

If Self Employed/ Business/ Professional/ Others

Name of the Establishment										
Office Address										
City/town/village										
State / Union Territory										
PIN Code								Country		
Designation										
Any other information										

**G. INTRODUCER DETAILS**

Name of the Introducer	<p>.....</p> <p>First Middle Last</p>									
Status of the Introducer	Sub-broker/Remisier/Authorized Person/Existing Client/ Employee/ Others, please specify									
Address of the Introducer										
Telephone No. (with STD/ISD code)										
Signature of the Introducer										
PAN of Introducer, if any										

## H. NOMINATION DETAILS

I/We do not wish to nominate any one       I/We wish to nominate



### Nominee Details

Name of the Nominee											
Address of the Nominee											
City/town/village						State / Union Territory					
Country						PIN					
Telephone No.						Fax No.					
E-mail ID											
Relationship with the Nominee											
Date of birth of Nominee											
PAN of Nominee											

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

Name of the Guardian											
Address of the Guardian											
City/town/village						State / Union Territory					
Country						PIN					
Telephone No.						Fax No.					
E-mail ID											
Signature of Guardian											

### Details of the Witness (Only applicable in case the account holder has made nomination)

	First Witness	Second Witness
Names of Witness		
Address of Witness		
Signature of Witness	 _____	 _____

Declaration by Stock Broker :- We hereby disclose that in addition to client based business, Brics Securities Limited may do proprietary trading also.

**DECLARATION BY CLIENT**

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

Place \_\_\_\_\_

**S1**

Date \_\_\_\_\_

**Signature of Client**

<b>FOR OFFICE USE ONLY</b>			
UCC Code allotted to the Client: _____			
	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			
Place of in-person verification _____			
<p><i>I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.</i></p>			
<p><b>For Brics Securities Ltd.</b></p>			
<p>Date .....</p>			
<p>Authorised Signatory (Seal/Stamp of <b>BSL</b>)</p>			

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

### ***as prescribed by SEBI and Stock Exchanges***

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

### **CLIENT INFORMATION**

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

### **MARGINS**

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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

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

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

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions

including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

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

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been

delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

## **LAW AND JURISDICTION**

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

## **Internet and 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 whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

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

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

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

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

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

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

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

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

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

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

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

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

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.7 System Risk:**

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

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

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

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

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

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

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

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

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

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

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

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

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

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

### **2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

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

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

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

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

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

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

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

### **4. GENERAL**

**4.1** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

**4.2** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

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

### BEFORE YOU BEGIN TO TRADE

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

### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/ deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

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

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

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give 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.

## **Mandatory**

### **Policies and Procedure**

This document outlines various policies and procedures framed and followed by Brics Securities Limited (BSL) with respect to its dealing with its clients as a stock broker on National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd (BSE) and MCX Stock Exchange Ltd. (MCX-SX) (collectively hereinafter referred to as “ the Exchanges”). The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of BSL, depending upon regulatory changes, its risk management framework, other market conditions, etc.

#### **a. Refusal of order for penny stock**

Following types of scrips will come under Penny stock if it falls in any one category as mentioned below as part of the due diligence and risk management policy of Brics Securities Ltd.

1. Scrip which are quoting at less than Rs. 10/- on any of the Exchanges.
2. Scrips appearing in the list of illiquid securities issued by the Exchanges periodically.
3. Securities forming part of Trade-to-Trade settlement.
4. Securities forming part of Z group.
5. Scrips on which Exchange VaR is more than 50%
6. Scrip whose average daily volume is less than 15000 shares (collectively for all Exchanges) in last seven days.

Trading in Penny stocks will be allowed to clients at the sole discretion of Brics Securities Limited (BSL). Also BSL may restrict the quantity/amount which a client may be allowed to buy/sell the penny stock. If the client wants to purchase Penny stocks then BSL may insist upto 100% advance payment / sufficient clear ledger credit balance and similarly if client wishes to sell Penny stock, then BSL may insist that shares should be first transferred to beneficiary demat account of BSL.

Under no circumstances, BSL shall be responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

#### **b. Setting up client's exposure limits**

##### **Cash Segment**

- ◆ Exposure based and / or Margin based limits will be given to the clients for doing trades in Cash Segment.
- ◆ Limits will be given on the basis of credit balance and / or collateral / securities of the client available with BSL valued after hair cut.
- ◆ Certain multiples times exposure based limit may be given on the available credit balance and / or on the collateral / securities of the client available with BSL valued after hair cut. However on case to case basis the excess limits may be allowed.
- ◆ Certain multiples times margin based limit may be given on the available credit balance and / or on the collateral / securities of the client available with BSL valued after hair cut. However on case to case basis the excess limits may be allowed.
- ◆ Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity, volatility of scrip, etc. from time to time.

- ◆ BSL may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by BSL. On a case-to-case basis BSL may, at its sole and absolute discretion, give higher clean exposure limits to certain set of the clients. BSL reserves the right to withdraw clean exposure limit granted to the client at any point of time at its sole and absolute discretion. The client can not raise any concern/dispute for the same.

### **Derivatives Segment**

- ◆ Margin based limits will be given to the clients for doing trades in Derivatives Segment.
- ◆ Limits in Derivatives Segment will be given on the basis of free credit balance and / or collateral / securities of the client available with BSL valued after hair cut.
- ◆ Securities shall be valued after appropriate hair cut based on the type of scrips, nature of scrip, liquidity and volatility of scrip, etc. from time to time.
- ◆ A client will be normally allowed limits till the client has free credit balance and / or collateral / securities valued after hair cut. In case of excess limit is availed, the same will be regularized by the end of trading session / day. However on case to case basis the excess limit may be allowed to be carried forward.

BSL may from time to time depending on market conditions, profile and history of client, type and nature of scrip, etc., may at its sole discretion change the rate of haircut applicable on the securities / collaterals, number of times the limits to be given in Cash / Derivatives segments and take such steps as BSL may deem necessary.

### **c. Applicable Brokerage rate**

The brokerage rate applicable on clients trades will be as per agreed rates as mentioned in the KYC form at the time of opening the client trading account. Any higher brokerage will be levied only if agreed in writing between BSL and the client. If the client has any grievances' regarding the rate of brokerage charged then he should intimate the same to BSL within four days of receipt of the contract note/confirmation memo/bill.

The brokerage rate at no point of time will exceed the rates as may be specified by the Exchanges/SEBI from time to time.

Unless otherwise agreed the brokerage will be exclusive of the following:

- ◆ Service Tax and Education Cess
- ◆ SEBI/ Exchange/ Clearing member charges
- ◆ Stamp duty
- ◆ Statutory charges payable to Exchange/ SEBI/ Govt. Authorities etc.
- ◆ Any other charges towards customized/ specialized service

### **d. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period**

In case of delay in payment by the client to BSL on its due date, BSL in respect of such delayed payment will be entitled to recover late / delayed payment charges. The said delayed payment shall include amounts payable by the client to BSL in respect of initial margin, mark to market, shortfall of margin(s) in prescribed modes, and / or other margins and pay-in obligations. Late payment charges will be levied upto 2% per month or a part of month on delayed payment for the delayed period. The trade of the client may not be executed by BSL if the client does not clear dues along with delayed payment charges within three months of the due date. The client will not be entitled to any interest on the credit balance / excess margin available / kept with BSL.

A delayed payment charge is only a penal measure. The client should not construe it as funding arrangement. The client can not demand continuation of service on a permanent basis citing levy of delayed payment charges.

BSL may impose fines/penalties for any order/ trades/ deal/ actions of the clients which are contrary to this agreement/ rules/ regulations/ byelaws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the BSL has to pay any fine or bear any punishment from any authority in connection with/ as a consequence of / in relation to any of the order/ trades/ deal/ actions of the client, the same will be borne by the client.

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

Normally the client shall not trade without adequate margin/securities and that it shall be the clients responsibility to ascertain in advance the margin / securities requirement for its order/trades/deals and to ensure that the required margin / securities is made available to BSL in such form and such manner as may be required by BSL. If the client's order is executed despite a shortfall in the available margin, the client shall, whether or not BSL intimates such shortfall to the client, make up for the shortfall suo motu immediately. The client shall be responsible for all orders (including any orders that may be executed without the required margin in the clients account) and/or any claim/ loss/damage arising out of the non-availability/ shortage of margin /securities required by BSL and/or by Exchange. The client shall fulfill all its obligations / liabilities to BSL, failing which BSL has the right not the obligation to square up all or any outstanding position and / or take offsetting positions and / or sell the margin / securities available with BSL without giving any notice to the client. BSL may also square up all or any outstanding position and / or sell the margin/securities available with BSL as a part of risk management at any time without giving any notice to the client. In case of purchase on behalf of client, the BSL may close out its transactions by selling securities, in case the Client fails to make full payment to BSL for the same before the time intimated by BSL. In case of sale on behalf of client, the BSL may close out its transaction by purchasing the securities. The client shall be liable for any losses, costs and be entitled to any surplus, which may result from the above.

**f. Shortages in obligations arising out of internal netting of trades,**

Internal Shortages means one client has failed to give the delivery of the securities sold, which has resulted into short delivery to other client(s) of BSL. If a selling client who has sold shares of particular scrip on T day do not deliver shares latest by T+2 (i.e. by pay-in day) and such quantity of shares results in internal shortages, then such quantity of internal shortage will be purchased from the market on pay-in day or as and when available in the market in the "internal shortage account". On T+2 (i.e. pay-in day) provisional debit will be given in client account at T+1 day's closing rate + 20%, corresponding to internal shortage.

On payout day of securities purchased in the internal shortage account, provisional debit bill amount will be reversed and client account will be debited with the amount at which securities are purchased on T+2 day. Fines / penalties / charges may be levied on account of internal shortage to selling client.

Due to internal shortage on account of internal netting of trades, the buyer client shall receive late delivery of securities. Buyer shall have no claims / rights against BSL for delay in delivery of securities. It may also be possible that BSL may not be able to obtain the required securities due to market conditions, then in such cases the buyer clients account will be credited and seller clients account will be debited as per the close out rate provided by the exchange for the relevant Auction settlement. Provisional debit bill amount will be reversed in the sellers client account.

In case of securities having corporate actions, all cases of short delivery of cum transactions which can not be auctioned on cum basis or where the cum basis auctioned payout is after the book closure/record date, would be compulsory closed out at higher of the 20% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

Above procedure is subject to change from time to time according to change in settlement procedure of the Exchange.

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

Under the following conditions BSL will not allow the client to take further positions or BSL may close the existing position of a client:-

- 1) Insufficient / inadequate margin(s) and / or insufficient / inadequate free credit balance available with BSL.
- 2) Scrips / stocks falling in Penny Stocks in clause (a) above.
- 3) Bogus / Manipulated / Non genuine scrips or securities.
- 4) Illiquid contracts / options.
- 5) Trades which apparently in the sole and absolute discretion of BSL seems to be Synchronized trades/ Circular trading/Artificial trading/manipulative in nature, etc.;Ban by Regulatory authorities.
- 6) Where name of the client apparently resembles with the name appearing in the list of debarred entities published by SEBI/Exchanges and other regulatory authorities (where the information available for the debarred entity (other than name) is not sufficient enough to establish that the client and such debarred entity are one and the same);
- 7) The client fails to furnish documents/information as may be called for by BSL from time to time as per regulatory requirement and/or as per its internal policy.
- 8) In the event of death or insolvency of the client or the client otherwise becoming incapable of receiving and paying for or delivering or transferring securities which he has ordered to be bought or sold.

In addition to the above BSL can also close position of the client in case the client fails to pay his / her obligation before pay in schedule of the exchange and / or as demanded by BSL. Depending on the market circumstances if BSL is of the view that the positions of the clients are at risk then BSL may close the existing position without waiting for the pay in schedule of the exchange.

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

At the written request of the client, the trading account will be suspended / closed. In case client request for closing the account then the client's funds and securities due to / from client will have to be settled at the earliest. Also the client will give a confirmation of no dues (funds and securities) to BSL. Only after the settlement of funds and securities the clients account will be closed. If a client wishes to resume trading then client has to give a written request to BSL for the same. In case after closing of account client wishes to resume trading with BSL then fresh KYC formalities will be done.

**i. Deregistering a client.**

BSL may at its sole discretion deregister a client without giving any specific reason. Necessary communication will be done by BSL to client in writing or by email. On giving the intimation to de-register the client's funds and securities if any will be settled at the earliest. The client will be given necessary notice period as required by the SEBI/Exchanges from time to time.

Due to de-registration, BSL shall have the right to close out the existing open positions/contracts, sell/liquidate the margin (in any form) to recover its dues, if any, before de-registering the client. Any action taken by BSL in terms of this policy shall not be challenged by the client, and BSL shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result. Also while de-registering the client, BSL may retain certain amount/securities due/belonging to the client for meeting any future losses, liability, penalties, etc. arising out of dealing of the client with BSL. In case if any securities retained by BSL is sold/liquidated to recover any such losses, liability, penalties, etc., BSL shall have the sole authority to decide the mode, manner and the price at which to effect the sale of securities and the client can not raise any dispute as to the manner, mode and the price at which the securities are sold by BSL.

In any of the above circumstances, if the client is able to justify his innocence either by producing any record, document or otherwise to the full satisfaction of BSL, BSL may reconsider its decision of de-registering the client. However in no circumstances any action taken by BSL till the date of re-registration shall be challenged by the client and BSL shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

### **Policy for Inactive clients**

Any client who has not traded for last 365 days or such period as may be decided in any segment of any exchange with BSL then that client code will be made Inactive and will be kept in dormant mode. If the client wants to activate his / her account he / she will have to request in writing to BSL for reactivating the same in the format prescribed by BSL along with necessary documents. After the client is made Inactive its funds and securities if any available with BSL will be settled at the end of the quarter in which its trading account is made Inactive.

## TARIFF SHEET

		CASH		FUTURE		OPTION			CURRENCY FUTURE		CURRENCY OPTION		
Brokerage Slab		Slab %	Min Paisa	Slab %	Min Paisa	Slab %	Min Per Lot	Max Per Lot	Slab %	Min Paisa	Slab %	Min Per Lot	Max Per Lot
Delivery / Carry Forward													
Square up	First Leg												
	Second Leg												

<b>Brokerage for Trading in mutual fund units</b>		
Brokerage slab	%	Min
Redemption		
Subscription		

<b>Other Charges (as applicable would be levied)</b>
Service Tax
Stamp duty
Transaction Charges
SEBI Turnover Fee
Clearing Member Charges
Securities Transaction Tax (STT)
Expiry Charges in the derivative segment
Delay Payment Charges
Charges for providing Research Services
Demat Charges for pay-in /payout of securities from pool/margin account
Documentation and Service Charges for Trading Account Opening <u>Upto Rs, 200/-</u>
Franking & Stamping Charges for Power of Attorney <u>Upto Rs, 150/-</u>
Charges for any other services provided / cost incurred by Brics Securities Ltd from time to time

**Dear Investor!!**

**Subject: Prevention of Money Laundering**

Money laundering is a process of making dirty money clean. Money is moved around the financial system again and again in such manner that its origin gets hidden.

It involves complex chain of activities whereby huge amount of money generated from illegitimate activities viz. selling of narcotic drugs, extortion, corruption, illicit dealing in weapons, human trafficking, etc. is put through a series of process so that it comes out at the other end as clean and legal money. Terrorist organizations encourage money laundering to support their illegal acts.

It is important to note that due to increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge the duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain, even if unknowingly or ignorantly, may invite the trouble.

In order to fight against the money laundering and terrorist financing the Prevention of Money Laundering Act (PMLA) was brought into force w.e.f. July 1, 2005 in India. Guidelines were also issued in the context of the recommendations made by the Financial Action Task Force on anti-money laundering standards. Compliance with these standards has become imperative for international financial relations.

PMLA is applicable to every intermediary registered with Securities & Exchange Board of India (SEBI), which includes a stockbroker, depository participant, portfolio manager, sub-broker and any other intermediary associated with securities market.

As per the provisions of PMLA, the intermediaries are required to comply with Know Your Client (KYC) norms, conduct ongoing client due diligence to ensure that the activity being conducted in any account is consistent with the intermediary's knowledge of the client, its business and risk profile.

In light of the above, you are requested to provide the information or documents evidencing source of funds, income tax returns, bank records, demat holding, etc. at the time of registration as a client with us or subsequently whenever asked for during the course of your dealings with us.

For further details kindly visit our website: [www.bricssecurities.com](http://www.bricssecurities.com)

## NON MANDATORY DOCUMENTS

### VOLUNTARY RIGHTS AND OBLIGATION OF STOCK BROKER, SUB-BROKERS AND CLIENTS

1. The Stock broker in its absolute discretion shall execute the orders of the client, after the margin amount is realized and credited to the Bank account of the Stock Broker. Further, Stock Broker reserves the right to refuse to execute any particular transactions.
2. Lien & Discretion: The client understands that all monies, securities or other property that may be held by the Stock broker on the client's account shall be held subject to a general lien for the discharge of the client's obligation to the Stock broker. The client authorizes the Stock broker to use his discretion to buy, sell or close out any part or all of the positions held by the clients with the Stock broker for the protection of the Stock broker for the risk management purpose. The client agrees to reimburse any or all such incidental expenses incurred by the Stock broker.
3. The Stock Broker may as a precautionary measure appoint from time to time any person(s)/ agency(s) at its sole and absolute discretion to undertake the verification of the Client identity and address for conducting the Client's due diligence. Unless otherwise specified by the Exchange/SEBI, Stock Broker may outsource various operational activities including but not limited to printing of various statements/reports relating to Clients and/or for carrying out the various acts in relation to the trading account of the Client. Client hereby further agree to disclose all his information to such person(s)/ agency(ies) appointed by the Stock Broker.
4. Excess Contracts: The client agree that they shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of shares/contracts as fixed from time to time by the Exchange(s) and/or SEBI.
5. Discretion: In case of purchase on behalf of client, the Client authorizes the Stock broker to close out his transactions by selling securities, in case the Client fails to make full payment to the Stock broker for the execution of the contract before payin date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom. In case of sale on behalf of client, the client authorizes the Stock broker to close out the contract if the client fails to deliver the securities sold before pay-in date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom. Without prejudice to a Stock broker's other rights including the right to refer a matter to arbitration, the Stock broker shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other margins or other amounts, outstanding etc.. The client shall be liable for any losses, costs and be entitled to any surplus, which may result therefrom.
6. The client agrees that in the event of Stock broker or any employee or official of Stock broker providing any information, recommendation or advice to the client, the client may act upon the same at their sole risk and cost, and Stock broker shall not be liable or responsible for the same. The client assumes full responsibility with respect to his investment decisions and transactions. The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.
7. It is hereby agreed between the client and the Stock broker that the ledger statements in respect of transactions entered into at all segments of various Exchange(s) may be combined for the purpose of convenience of the Stock broker and the client and the payments received and paid by the Stock broker will be appropriated on a First-in-first-out basis
8. The client agrees that the Stock broker will not be responsible for partial execution of orders placed by the client. The client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the client wants the orders to be carried forward or extended for the day he shall communicate the same to the Stock broker.
9. The client agrees that any notice served on the client either by actual delivery thereof or in any one or more of all the ways (by post, registered post, courier, telegram, oral communication,

electronic mail and such other mode of communication) at the last known address and contact details of the client would be deemed to have been duly served.

10. Settlement: All payment for securities bought / margins payable shall be made out by way of Cheque/DD in favour of "Brics Securities Ltd." At the time of settlement of dues of the Client, the Stock broker shall draw an account payee cheque in favour of the Client which may be payable to a specified bank account of the Client
11. In case of delay of payment by the client to the Stock broker on its due date, the Stock broker in respect of such delayed payment will be entitled to recover delay payment charges. The said delayed payment shall include amounts payable by the client to the Stock broker in respect of daily margin and mark to market and other related margins and pay-in obligations. Delay payment charges will be levied at 2% per month or a part of month on delayed payment for the delayed period or such other percentage as decided by the stock broker. The client hereby authorizes Stock Broker to debit the amount of penal interest to the brokerage account of the client held with the Stock Broker at such interval as may be decided by the Stock Broker. The client further authorizes Stock Broker to offset any amounts due from the client against the dues owed by Stock Broker.
12. The client hereby agrees to ensure that before selling any shares, he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in Stock brokers account will be borne by the client. The client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
13. The client hereby authorizes the Stock broker to transfer shares lying in the Stock brokers pool account for pay-in purposes for shares purchased by the client in previous settlements. In case the client does not want the Stock broker to transfer these shares towards inter settlement from the Stock brokers pool account for payin purposes, he shall inform the Stock broker in writing 48 hours before payin date. In case the Stock broker does not receive the same in writing or for a wrong settlement, the Stock broker shall not be responsible for loss, if any.
14. The Stock broker will not be liable to the client for loss arising due to fire, theft or loss due to human error in case of dematerialised shares, or any other unforeseen circumstances if the shares are in the custody of the Stock broker beyond the stipulated time. In case of dematerialized shares, the Stock broker will be entitled to recover the custody charges and inter settlement charges in case of subsequent sales as mentioned above from the client, if the deliveries are not transferred out of the Stock broker's depository account within the stipulated time. The Stock broker will not be responsible in case pay-in is not done in the proper settlement.
15. The Stock broker will not be liable for losses accruing to the Clients caused directly or indirectly by government restriction, Exchange or market rulings, fires, acts of God, commotion, insurrection, breakdown, acts or regulations of any governmental or supranational bodies or authorities, embargo, industrial disputes, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions.
16. The client hereby authorizes the Stock Broker to keep the unutilized margin deposit / credit balance lying with the Stock Broker in bank deposit and/or in such other mode/instrument as may be permitted by the Exchanges/SEBI from time to time. The client hereby further agrees and confirms that any benefit including interest arising out of the above will be solely of Stock Broker and client shall not have any right, share or claim in such benefit including interest earned from the unutilized margin deposit / credit balance kept in bank deposit and in such other mode/instrument as may be permitted by the Exchanges/SEBI from time to time.
17. It is hereby specifically agreed by and between the stock broker and the client that the liability/ responsibility for the payment of stamp duty (whether under relevant State Act or under Indian



Stamp Act or under any other law for the time being in force) and/or other statutory levies on the contract notes and / or on the trades done by the stock broker for and on behalf of the client shall be solely and fully of the client only. However, it is agreed that only for administrative convenience the stock broker may collect the same from the client and deposit the same with the concerned stamp duty authority and/or to other respective authorities acting only as pure agent of the client with out incurring/assuming any liability on it's (i.e. stock broker's) part.

18. The member will be entitled to collect/recover any fine /penalties/charges or any other amount levied on the member by Exchange/SEBI/any other authority due to any transaction/trade/act/ omission (including non furnishing of the required detail of/by the client) from the client.
19. The Client shall indemnify and shall always keep indemnified the Stock broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Stock broker directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-Laws) of shares / securities and / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings / operations on the Stock Exchange(s). The client hereby agrees to indemnify the Stock broker against all claims including legal costs incurred to defend any claims made by the client.
20. The client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under this agreement on being called to do so without any demur merely on a demand in writing from Stock broker stating that the amount claimed is due pursuant to this agreement and any such demand made on the client shall be conclusive as regards the amount due and payable by the client under this agreement.
21. Tape Recording of client conversation: The client is aware that the Stock broker may tape-record the conversation between the client or the client's representative and Stock broker, either personally or over phone, and the client specifically permits the Stock broker to use the said recording to resolve the dispute in connection with the transaction, as and when required.
22. The Client hereby agrees that he shall not deposit post dated cheques, excess payment cheques, if any, received from the Stock broker for any reason whatsoever and bring it to the notice of the Stock broker. The client also agrees that he will not initiate legal proceedings against the the Stock broker in such cases.
23. The Client authorizes to debit his account for the various charges due to the Depository section of the Stock broker for the depository services which he is availing. Further, the Client authorizes to debit his account for any additional facilities (apart from statutory requirements) availed from the Stock Broker.
24. It is hereby mutually agreed between client and Stock Broker that client can give order to the Stock Broker for buy or sell of a security / derivative contract through various means of communication including but not limited to
  - Written
  - Email
  - Fax
  - Short Messaging Service (SMS)
  - Messenger Chat
  - Other Electronic Communication
  - Oral Communication over telephone, mobile, personal visit at dealing office of the Stock Broker
  - Any other acceptable mode of communication
25. It is hereby agreed by the Client that Client shall verify/confirm the trading/settlement cycles, delivery/payment schedule with the Stock Broker/at the website of the Exchange(s) /newspaper etc. Besides this as an additional facility Stock Broker may inform the trading/settlement cycles, delivery/payment schedule to the client through contract notes or via any other mode of communication.



26. The client hereby authorizes the Stock Broker to debit the courier/postage and such other similar charges for sending various communications to the client as may be required by the regulatory authorities such as contract notes, margin statement, bills, quarterly statement etc. unless otherwise specified by the Exchange/SEBI.
27. In case Client has requested or request for an Internet & wireless Technology based trading through Order Routing System (ITORS) in the future, further rights and obligation of Stock Broker, Sub-broker and Client are as follows:
- 27.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's ITORS System for availing of the Service. The Client is aware that the Stock Broker's ITORS System itself generates the initial password and the Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Stock Broker.
- 27.2 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 whatsoever through the Stock Broker's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 27.3 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Stock Broker's ITORS System on the Client's Username in any manner whatsoever. The Client shall immediately notify the Stock Broker in writing with full details if:
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Stock Broker's ITORS System.
- 27.4 In any of the above events, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Stock Broker in writing to discontinue his old Password; and thereupon the Stock Broker shall cause the Stock Broker's ITORS System to discontinue the use of the Client's old Password and the Stock Broker's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
- 27.5 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 27.6 The Client is aware that though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Stock Broker's ITORS System, the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 27.7 The Client agrees that the Stock Broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

- 27.8 The Client hereby agrees to execute all orders at around market prices. The Client agrees to ensure that there will be no attempt at price distortion and price rigging made through any means.
- 27.9 Client will notify Stock Broker when a sale order relates to securities, which Client does not own i.e., involves short selling. The Client authorizes the Stock Broker to square up all his outstanding positions, which are not marked for delivery 15 minutes before closing time on the normal market. Any profit / loss arising out of square off shall be at the risk of and borne by the Client
- 27.10 The Stock Broker, at his discretion, may execute trades on behalf on the Client at the request of the Client, in case of system failure at the Clients end. Any profit / loss arising out of such trades shall be at the risk of and borne by the Client.
- 27.11 If Client resides or gives any orders to Stock Broker from outside India, Client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which Client orders are given, and Client further agrees that Client shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. Client accepts that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of Client residing or the giving of any order from outside India and the execution of such order, and Client agrees to pay such taxes, duties, impositions or charges as are applicable. Client further agrees to indemnify Stock Broker on demand for any claims, demands, actions, costs and expenses Stock Broker may suffer or incur in connection with or arising from Client residing or giving of any such order from outside India.
- 27.12 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed. The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Stock Broker is received by the Client.
- 27.13 Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Stock Broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations. The client agrees that confirmation send via above means is valid delivery of such information by the Stock Broker.
- 27.14 The client agrees to open, maintain and operate a valid demat account with the depository participant
- 27.15 The client agrees that the Stock Broker may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents , to open one or more demat accounts with the depository participant . The client agrees that the debit / credit for all the transactions are to be effected in this/ these accounts
- 27.16 The client agrees that the Stock Broker may, at any time during the subsistence of any arrangement relating to the subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit/ credit for all the transactions may be effected in this / these accounts
- 27.17 The client agrees that the Stock Broker shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions covered under this agreement to the banks with whom it has affiliations or any other arrangement, in respect of the account of the client maintained with such bank. The client agrees that he shall have no cause of action in respect of any instructions that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the presents.



- 27.18 The client agrees that the Stock Broker may, without assigning any reason thereof, and without issuing any notice of the same to the client, reveal information available with the Stock Broker in the course of the arrangement with the client, to the bank with whom such client maintain bank accounts pursuant to these presents, and the client shall have no remedy therefrom.
- 27.19 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account, for any reason or informs the Stock Broker or any misdemeanor or transgression by the client in the operation of the account or in any other circumstance resulting in the closure or inoperation of the said bank account with the designated bank, the Stock Broker may, at its discretion terminate services and the client shall have no remedy there from
- 27.20 The Client is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the Client and/or his authorised representative are not revealed to any third party.
- 27.21 The Client agrees that the Stock Broker shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client/ Stock Brokers/Exchange end.
- 27.22 The Client shall not use the guest e-mail facility to send the Stock Broker time-sensitive instructions or to give personal credit information or an address change. The Stock Broker shall not be liable for any actions taken or any omissions to act as a result of any such e-mail message the Client sends to the Stock Broker.

<b>DECLARATION</b>
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- 1. I/We confirm having read and understood the contents of the above 'Additional Rights and Obligations' document. I/We do hereby agree to be bound by such provisions as outlined in these documents.
- 2. I/We shall not effect any third party transactions.
- 3. I/We am/are not a Trading Member/Sub-Broker/Authorized Person affiliated to the main broker of the any of the Exchange.
- 4. I/We shall do all the trades as my/our own trades as your client and I/We will not do trades through you acting on behalf of my/our clients/ as Sub-Broker/Authorized Person or in any other manner.
- 5. I/We am/are not an employee of another Trading Member of any Exchange.
- 6. I/We am/are not expelled/suspended member/broker of any recongnized Stock Exchange.

Place \_\_\_\_\_

Date \_\_\_\_\_

**S1**

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



Date:

To  
**Brics Securities Limited**  
Mumbai - 400 018.

**Sub: Request for trading in Interest Rate Futures Contracts**

Dear Sir

I am / We are having trading account with you for trading in Currency Derivative Segment of NSE/MCX-SX. I/We request you to allow me/us to trade in Interest Rate Futures Contracts offered by NSE/MCX-SX.

Thanking You.

Yours Faithfully

**S1**

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

Name \_\_\_\_\_

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

**Mutual Fund Service System facility**

Date:

**Brics Securities Limited**

Mumbai 400 018.

Dear Sir / Madam

**Sub: Mutual Fund Service System (MFSS) /BSE StAR MF facility**

I am / We are in the process of registering as your client and in process of executing the required documents for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (NSEIL)/ Bombay Stock Exchange Ltd. (BSE) (hereinafter referred to as “the Exchanges”).

I/We am/are interested in availing the MFSS/BSE StAR MF facility of the Exchanges for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS/BSE StAR MF of the Exchanges.

For the purpose of availing the MFSS facility, I/we state that Know Your Client details as submitted by me/ us for the stock broking may be considered for the purpose of MFSS 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 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 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 therefore request you to register me/us as your client for participating in the MFSS/BSE StAR MF.

I/We also hold Depository Account with your CDSL Depository division, having BO ID 1201680\_\_\_\_\_. I/We request you to update the Know Your Client details in MFSS/BSE StAR MF platform on the basis of details recorded in my/our depository account as mentioned above. I/We further confirm that the details contained in the above said depository account remains unchanged as on date and any change in the details will be intimated to you well in advance.

**S1**

Thanking you.

Yours faithfully,

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

**Client Signature:** **S1** \_\_\_\_\_

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

### **1. Pre-requisites for becoming Investor / Client for the New MFSS facility**

- 1.1. The client who is desirous of investing in units of mutual fund schemes through the New MFSS/ BSE StAR MF.
- 1.2. The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS/ BSE StAR MF.
- 1.3. The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 1.4. The Client has approached to the Participant with the application for availing the New MFSS facility/ BSE StAR MF.
- 1.5. The client has submitted relevant KYC (Know Your Client) details to the Participants.

### **2. Terms and Conditions**

- 2.1. The client shall be bound by circulars issued by BSE, NSEIL, 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 Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
- 2.3. The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 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 BSE, NSEIL, SEBI, AMFI and other regulatory authority.
- 2.7. The Client shall pay to the Participant 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 Participant renders to the Client.
- 2.8. The client will furnish information to the Participant 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 Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of BSE, NSEIL or NSCCL or ICCL.
- 2.10. In case of any dispute between the Participants and the investors arising out of the MFSS facility, BSE, NSEIL and / or NSCCL, ICCL agrees to extend the necessary support for the speedy redressal of the disputes.

**Client Signature:** S1 \_\_\_\_\_

Date:

Date:


**Brics Securities Limited**  
Mumbai- 400 018

Dear Sir / Madam

**Sub: Letter of Authority/Request to Brics Securities Limited**


I/We have opened the client/constituent account with Brics Securities Limited (herein referred to as “BSL”) for trading/dealing in securities on Bombay Stock Exchange Ltd. (BSE) and/or National Stock Exchange of India Limited (NSE) and/or MCX Stock Exchange Ltd. (MCX-SX) (hereinafter referred to as “the Exchanges”).

In respect of my/our dealing/account with you, I/we hereby request/instruct and authorise BSL to do the following:

1. To maintain running account instead of settlement of my/our dues and/or delivery of securities on a Bill to Bill basis.
2. To retain the securities received by BSL from me/us or on my/our behalf from the Exchange(s) on pay-out or otherwise for my/our debit balance/dues/exposure/trading limits/open interest/various margin or for any other purpose as and when required by BSL or as per any regulations of the Exchange(s). Such retaining/holding of securities shall be construed as due compliance of the requirement of the Exchange(s) and SEBI. Further, BSL has the sole discretion and authority (i) to use/transfer the above securities to the clearing corporation/clearing member/exchange(s)/banks or other entities for the purpose of early pay-in/margin/additional base capital/raising of finance against these securities or otherwise; (ii) to dispose/sell the above securities to meet any monetary/other dues/obligation(s) not fulfilled by me/us towards BSL/the Exchange(s).
3. To use/adjust the credit balance available from time to time in my/our account(s) for my/our exposure/trading limits/Margin requirements/other dues.
4. To debit/credit/transfer the amounts, either on the same Exchange and/or between the various segment of the same exchange and/or between the Exchanges to meet my/our debit balance and/or exposure/margin requirement or other dues payable to BSL/Exchange(s).
5. To do actual settlement of funds and securities at least once in a calendar quarter/ month. 
6. To retain the requisite funds/ securities towards any outstanding obligation on the settlement date and also retain the funds/securities for margin obligation in such manner and for such period and for such amount as may be prescribed by Exchanges from time to time.
7. To bring any dispute arising from the settlement of account or statement so made to the notice of BSL within 7 working days from the date of receipt of funds/securities or statement as the case may be.
8. This authorization shall continue to be in force and effect until revoked by me/us in writing and duly communicated to BSL.

I/we the constituent of the BSL have affixed our signature below consenting to the above.

Yours faithfully

Client Code	Name of Client	Client Signature
		

Date:

**Brics Securities Limited**

**Sub: Request for sending Contract notes/Documents etc. on my email id**

Dear Sir / Madam,

I/We have opened the client/constituent account with Brics Securities Limited (herein referred to as "BSL") for trading/dealing in securities on Bombay Stock Exchange Ltd. (BSE) and/or National Stock Exchange of India Limited (NSE) and/or MCX Stock Exchange Ltd. (MCX-SX) (hereinafter referred to as "the Exchanges").

I am/We are aware that contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. can be received through electronic mode i.e. email. In this regards I/we agree for the following:

1. To receive contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. in electronic form through email id \_\_\_\_\_  
and \_\_\_\_\_  
and \_\_\_\_\_

**S1** ➤

provided by me/us to BSL in relation to trades/transaction done on the exchanges through BSL.

2. To complete the necessary formalities those are required under the provisions of the Information Technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (Signature Verifier utility) or any other software as may be advised by Stock broker from time to time on the our computer and the same shall be used for receiving, viewing, storing the contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration Form & copy of executed KYC Documents etc. that shall be sent by the BSL from time to time in respect of the trades/transactions that have been executed by me/us through the terminal of the Stock broker.
3. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc. sent by BSL from time to time to my/our email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given in writing to BSL within the time limit prescribed by SEBI/Exchanges etc. I/we confirm that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note & other documents at the above mentioned e-mail ID.
4. In case of my/our written request for physical contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, report, letter, circulars, Client registration form & copy of executed KYC Documents etc., I/we shall personally collect or may be sent to my/our updated address registered in your record.
5. I/ We hereby state that the handing over of the said contract(s) / bill(s) / confirmation notes, margin and other statement, Client registration form & copy of executed KYC Documents etc. or any communication in respect of my / our transactions relating to my / our trading account with Brics Securities Limited to above said address shall be treated as due discharge of obligation of the Trading Member under the Rules and Regulations and bye-laws of SEBI and the stock exchange(s).
6. Contract notes, bills, ledgers, transaction statement (statement of funds/securities), margin and other statement, may also be kept for seven days on the webserver of BSL i.e. on www.bricssecurities.com which can be downloaded by me/us through the login id and password provided by BSL to me/us.
7. The above service may require to use password/digital signature and I/we will be responsible for confidentiality and proper use at all time of password/digital signature for all transactions initiated through the service.
8. Any change in the email-id shall be communicated through a physical letter by me/us.
9. In case of rejections (bouncing of email), Brics Securities Ltd. shall send a physical Contract Note within the stipulated time as per regulations of SEBI/Exchanges.

Yours faithfully,

Name and Signature of the client: **S1** \_\_\_\_\_ Client code: \_\_\_\_\_

Date:

To  
**Brics Securities Ltd.**  
Worli, Mumbai – 400018

Dear Sir/Madam,

Sub.: Authority to place instructions  
Ref.: My/Our Client Account No. \_\_\_\_\_

I/We have opened the client/constituent account with Brics Securities Limited (herein referred to as “BSL”) for trading/dealing in securities on Bombay Stock Exchange Ltd. (BSE) and/or National Stock Exchange of India Limited (NSE) and/or MCX Stock Exchange Ltd. (MCX-SX) (hereinafter referred to as “the Exchanges”).

In this regard, please note that I/we hereby appoint Mr / Ms \_\_\_\_\_  
PAN:           who shall be acting as “Authorised Person” on my / our behalf for placing/giving/executing orders in my/our above client account with you. The buying/selling/execution of order or other instruction given on my/our behalf by the above said Authorised Person shall be binding on me. He/She can communicate with Brics Securities Ltd through telephone, email, fax, mobile, Short Messaging Service (SMS), messenger chat or any other mode/means of communication.

Please note that contract note, margin statement ect. shall be sent to me/us only and fund/ securities will be received paid to/through my/our designated account with you only.



This Authorization remains in force till cancellation of the same by me or by “Authorised Person” whichever is earlier & Intimation of the same in writing to Brics Securities Ltd.

Enclosing here with the PAN Card & Address Proof of the Authorised Person for your reference.

Thanking you

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

**Letter of acceptance from the person appointed by the client**

I, \_\_\_\_\_, hereby agree to act as Authorised person on behalf of \_\_\_\_\_ for the above said purposes and I hereby abide by the rule and regulation prescribed by the Exchanges/SEBI in this behalf. This Authorisation remains in force till cancellation of the same by me or \_\_\_\_\_ whichever is earlier.

Kindly take a note of above and act accordingly.

Thanking you

**Signature** \_\_\_\_\_  
(Signature of the person appointed by the client)

**Signature**  
(Signature of the person appointed by the client)

**TO BE USED ONLY FOR DEPOSITORY ACCOUNTS**

**Additional KYC Form for Opening a Demat Account  
BRICS SECURITIES LIMITED**

Sadhana House, 1st Floor, 570 P.B. Marg  
Behind Mahindra Towers, Worli, Mumbai - 400 018.

(To be filled by the Depository Participant)

DP Internal Reference Number								Date DD/MM/YYYY									
DP ID	1	2	0	1	6	8	0	0	Client ID								

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details:-

Type of Account (Please tick whichever is applicable)

Status	Sub - Status	
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual Margin Trading A/C (MANTRA)	<input type="checkbox"/> Individual-Director <input type="checkbox"/> Others (Specify) <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Minor
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI - Depository Receipts <input type="checkbox"/> NRI Non - Repatriable Promoter	<input type="checkbox"/> NRI Non - Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> Others (Specify)
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts	<input type="checkbox"/> Others (Specify)

**Holders Details**

Sole / First Holder's Name										
PAN of Sole / First Holder										
Second Holder's Name										
PAN of Second Holder										
Third Holder's Name										
PAN of Third Holder										

**Name \*** \_\_\_\_\_  
 \_\_\_\_\_

\* In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

**Details of Guardian (in case the account holder is minor)**

Guardian's Name											PAN								
Relationship with the applicant																			

I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	(Automatic Credit) <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 request you to send Electronic Transaction-cum-holding Statement at the E-mail id	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you wish to receive dividend / interest directly in to your bank account given below through ECS? (If not marked, the default option would be 'Yes') (ECS is mandatory for locations notified by SEBI from time to time)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Bank Details (Dividend Bank Details)**

Bank Code (9 digit MICR code)									
IFS Code (11 character)									
Account number									
Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others (specify) _____								
Bank Name									
Branch Name									
Bank Branch Address									
City		State		Country		PIN code			

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- (ii) Photocopy of the Bank Statement having name and address of the BO
- (iii) Photocopy of the Passbook having name and address of the BO, (or)
- (iv) Letter from the Bank.
  - In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	MOBILE NO. +91 _____ [(Mandatory , if you are giving Power of Attorney ( POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).	
<i>Easi</i>	To register for <i>easi</i> , please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . <i>Easi</i> allows a BO to view his ISIN balances, transactions and value of the portfolio online.	

### NOMINATION DETAILS

Nomination Registration No.	Dated:								
-----------------------------	--------	--	--	--	--	--	--	--	--

I/We the sole holder / Joint holders / Guardian (in case of minor) hereby declare that:

I/We do not wish to nominate any one for this demat account.

I/We **nominate** the following person who is entitled to receive security balances lying in my / our account, particulars whereof are given below, in the event of my/our death.

<b>Nominee Details</b>			
<b>Nominee Name</b>	_____	_____	_____
	First Name	Middle Name	Last Name
Address			
City		State	
Country		PIN	
Telephone No.		Fax No.	
E-mail ID			
Relationship with BO (If any)		Date of birth (If nominee is a minor)	

As the nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders, I/We appoint following person to act as **Guardian**

<b>Guardian Name</b>			
	_____	_____	_____
	First Name	Middle Name	Last Name
Address			
City	State	Country	
Telephone	Fax	PIN	
E-mail	Relation of Gardian with Nominee		

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

*Note: Two witnesses shall attest signature(s) / Thumb impression(s).*

Details of the Witness

	First Witness	Second Witness
Name & Address of Witness		
Signature of Witness	SW	SW

I/We have read the terms & conditions DP-BO agreement and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder or Gaurdian (in case of Minor)	Second Holder	Third Holder
Name			
Specimen Signature	S1	S2	S3

*(Signatures should be preferably in black ink).*

Date:

To,  
**Brics Securities Ltd**  
Mumbai - 400 018.

**Ref: Authority to Debit the Trading Account for the Depository Charges**

I/We \_\_\_\_\_ having my/our Demat  
Account No. 12016800000 \_\_\_\_\_ with Brics Securities Ltd., and address at

\_\_\_\_\_ hereby request & authorize Brics Securities  
Ltd., as a Depository Participant to Debit my Trading A/c No. \_\_\_\_\_ with Brics  
Securities Ltd. For the Depository Charges.

My Details are as follows:

Client Name: 1. \_\_\_\_\_ Signatures **S1** \_\_\_\_\_  
2. \_\_\_\_\_ Signatures **S2** \_\_\_\_\_  
3. \_\_\_\_\_ Signatures **S3** \_\_\_\_\_

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(To be given by NRI only)

To,  
**Brics Securities Ltd**  
Mumbai - 400 018.

Date:

Dear Sir,

I/we would like to confirm that I/we have complied with, and will continue to comply with, FEMA regulations and other applicable laws time to time.

Thanking You,

Yours truly,

**Signatures:**

**S1** \_\_\_\_\_  
Sole / First Holder

**S2** \_\_\_\_\_  
Second Holder

**S3** \_\_\_\_\_  
Third Holder

**Brics Securities Limited**

**(DP ID NO.16800/16801) (SEBI Regn. No. IN - DP - CDSL - 76 - 2000)**

Regd. Off.:Sadhana House, 1st Floor, 570, P.B. Marg, Worli,  
Mumbai - 400 018. Tel.: 66360000 Fax 66360159 / 24994023

Terms And Conditions-cum-Registration / Modification Form for receiving **SMS Alerts from CDSL**

**Definitions:**

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

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The 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 accountholders 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 CDSL and any other entity.
6. **The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.**
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the 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 CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

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

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

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

I/We provide the following information for the purpose of REGISTRATION / MODIFICATION (Please cancel out what is not applicable).

BOID 

1	2	0	1	6	8	0	0								
---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--

  
(Please write your 8 digit DPID) (Please write your 8 digit Client ID)

Sole / First Holder's Name : \_\_\_\_\_

Second Holder's Name: \_\_\_\_\_

Third Holder's Name : \_\_\_\_\_

Mobile Number on which messages are to be sent 

+91															
-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

  
(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of: \_\_\_\_\_

Email ID: \_\_\_\_\_  
(Please write only ONE valid email ID on which communication; if any, is to be sent)

**Signatures:**

**S1** \_\_\_\_\_  
Sole / First Holder Name  
Date: \_\_\_\_\_

**S2** \_\_\_\_\_  
Second Holder Name  
Place: \_\_\_\_\_

**S3** \_\_\_\_\_  
Third Holder Name

**Tariff Sheet for Demat account**

(Select any one scheme out of the following)

**\*Scheme A (N500)**

(Amt. in Rs.)

1	Statutory Charges at the time of Account Opening (Upfront)	150.00
2	Advance / Deposit	600.00
3	<b>Account Maintenance Charges (p.a.) (Calculated on the basis of Account Opening Date) (Rs. 500 + 10.30% Service Tax)</b>	<b>551.50</b>
4	Demat Per Certificate (Subject to a min of Rs.50 per demat request)	4.00
5	Remat ( Per Certificate)	20.00
6	Transaction Debit (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.02%
7	Pledge Creation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
8	Pledge Creation Confirmation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
9	Pledge Closure (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
10	Pledge Closure Confirmation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
11	Pledge Invocation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%

**\* No charges will be levied on transfer of shares to Demat Account of Brics Securities Ltd.**

**Scheme B (N200)**

(Amt. in Rs.)

1	Statutory Charges at the time of Account Opening (Upfront)	150.00
2	Advance / Deposit	500.00
3	<b>Account Maintenance Charges (p.a.) (Calculated on the basis of Account Opening Date) (Rs. 200 + 10.30% Service Tax)</b>	<b>220.60</b>
4	Demat Per Certificate (Subject to a min of Rs.30 per demat request)	4.00
5	Remat ( Per Certificate)	20.00
6	Transaction Debit (Subject to min. of Rs. 10 & max. of Rs. 1000/- per transaction)	0.02%
7	Pledge Creation (Subject to min. of Rs. 20 & max. of Rs. 1000/- per transaction)	0.02%
8	Pledge Creation Confirmation (Subject to min. of Rs. 20 & max. of Rs. 1000/- per transaction)	0.02%
9	Pledge Closure (Subject to min. of Rs. 20 & max. of Rs. 1000/- per transaction)	0.02%
10	Pledge Closure Confirmation (Subject to min. of Rs. 20 & max. of Rs. 1000/- per transaction)	0.02%
11	Pledge Invocation (Subject to min. of Rs. 20 & max. of Rs. 1000/- per transaction)	0.02%

**S1**

\_\_\_\_\_  
Sole / First Holder  
Name

**S2**

\_\_\_\_\_  
Second Holder  
Name

**S3**

\_\_\_\_\_  
Third Holder  
Name

**Scheme C (LT1250)**

(Amt. in Rs.)

1	Documentation Charges at the time of Account Opening (Upfront)	150.00
2.	Advance / Deposit	1,500.00
3.	<b>*One time Maintenance Charge (Rs. 1250 + 10.3% Service Tax)</b>	<b>1378.75</b>
4.	Demat Per Certificate (Subject to a min of Rs. 50 per demat request)	4.00
5.	Remat (Per Certificate)	20.00
6.	Transaction Debit (Subject of min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.02%
7.	Pledge Creation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
8.	Pledge Creation Confirmation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
9.	Pledge Closure (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
10.	Pledge Closure Confirmation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%
11.	Pledge Invocation (Subject to min. of Rs. 50 & max. of Rs. 1000/- per transaction)	0.04%

**Important Notes for Scheme C**

1.	<b>No charges will be levied on transfer of shares to Demat Account of Brics Securities Ltd.</b>
2.	<b>*One time Maintenance charge is applicable only if client is opting for E-statement.</b>
3	<b>Physical copy of statement would be charged minimum of Rs. 25/- per statement for first page. for additional pages Rs. 2/- per page will be charged.</b>

**Important Notes (Same for Scheme A, B and Scheme C)**

1	All Payments shall be made by cheque in favour of " Brics Securities Ltd"
2	All charges are subject to changes made by CDSL, SEBI or any other regulatory bodies.
3	Tariffs are subject to periodical review by Brics Securities Ltd.
4	All the percentages in the above structure would be applied on the value of the transactions as computed by CDSL.
5	The schedule for dispatching the Holding Statement to the beneficiary Owner (BO) is as follows.
	On a monthly basis, if there are transactions and on a quarterly basis if there are no transactions.
6	Dispatching the holding statement for any period, other than the above schedule shall be charged extra.
7	All Statutory Taxes (Eg. Service Tax) as applicable would be levied.
8	Any service not quoted above will be charged separately.
9	Courier charges for NRI clients will be levied at actual.

**S1**Sole / First Holder  
Name**S2**Second Holder  
Name**S3**Third Holder  
Name

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## AGREEMENT BETWEEN A PARTICIPANT AND A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, between Brics Securities Limited having its registered office at Sadhana House, 1st Floor, 570, P.B.Marg, Behind Mahindra Tower, Worli, Mumbai - 400 018, hereinafter called "the Participant" of the One Part; AND \_\_\_\_\_

S1

\_\_\_\_\_ description of the legal entity) having his/ its office/ registered office/ address at \_\_\_\_\_

S2

\_\_\_\_\_ hereinafter called "the Beneficial Owner" of the Other Part.

S3

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### 1. General Clause

The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

### 2. Fees, Charges and deposits

The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid [not exceeding 18%] per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

### 3. Statement of Account

3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each 1 [quarter]. The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.

3.3 It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.

**4. Beneficial Owner shall intimate change of particulars**

The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

**5. Depository not liable for claims against Beneficial Owner**

CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

**6. Authorised Representative**

Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, 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.

**7. Termination**

The parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and procedure set out in the Bye Laws and the Operating Instructions. In the event of termination by either party, the Participant shall deal with the securities lying in the account of a Beneficial Owner in accordance with the instructions of such Beneficial Owner.

**8. Stamp Duty**

Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

**9. Force Majeure**

Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.

**S1** \_\_\_\_\_  
Sole / First Holder

**S2** \_\_\_\_\_  
Second Holder

**S3** \_\_\_\_\_  
Third Holder



**10. Service of Notice**

Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posing. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**11. Arbitration**

The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

**12. Jurisdiction**

The parties hereto agree to submit to the exclusive jurisdiction of the courts in \_\_\_\_\_.

**13. Governing Law**

The Agreement shall be governed by and construed in accordance with the laws in force in India

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/ seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

Signed & delivered by

**S1** \_\_\_\_\_  
Sole / First Holder

**S2** \_\_\_\_\_  
Second Holder

**S3** \_\_\_\_\_  
Third Holder

\_\_\_\_\_  
Name of First Holder

\_\_\_\_\_  
Name of Second Holder

\_\_\_\_\_  
Name of Third Holder

Signature of Witness : **SW** \_\_\_\_\_

Name of Witness : \_\_\_\_\_

Address of Witness : \_\_\_\_\_

Signed & Delivered by

Signature of Witness: \_\_\_\_\_

For **Brics Securities Limited**

Name of Witness: \_\_\_\_\_

Address of Witness: **Brics Securities Ltd**  
Sadhana House, 1st Floor,  
570, P.B.Marg, Behind  
Mahindra Tower, Worli,  
Mumbai - 400 018.

Authorised Signatory

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**POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME I / We \_\_\_\_\_

\_\_\_\_\_  
(name(s) of the BO), residing at/having his/its office/registered office at \_\_\_\_\_

\_\_\_\_\_  
SEND GREETINGS.

S1

S2

S3

Whereas I/We hold a Beneficiary account no. 1201680 \_\_\_\_\_  
(BO-ID) with Brics Securities Limited bearing DP-ID 12016800 / 12016801,  
depository participant of Central Depository Services (India) Ltd.

And Whereas I/We am/are an investor engaged in dealing/desirous of dealing in securities through Brics Securities Limited (hereinafter referred to as “BSL”) , a member of Bombay Stock Exchange Limited and National Stock Exchange of India Limited (hereinafter referred to as the “Stock Exchanges”).

And Whereas I/We am/are desirous of appointing an agent/attorney to operate the aforesaid beneficiary account on my /our behalf for a limited purpose in the manner hereinafter appearing:

NOW KNOW WE ALL AND THESE PRESENTS WITNESSTH THAT I / We THE ABOVE NAMED DO HEREBY NOMINATE, CONSTITUTE AND APPOINT BRICS SECURITIES LIMITED, member of Stock Exchanges having its registered office at Sadhana House, 1st Floor, 570, P.B.Marg, Behind Mahindra Towers, Worli, Mumbai – 400 018. as my/our true and lawful Attorney (hereinafter referred to as “the Attorney”) for me/us and on my/our behalf and in my/our name to do the following acts, deeds, matters and things namely:

1. To instruct the aforesaid Depository Participant and to execute following acts, deeds, matters and things namely to debit the aforesaid beneficiary account and/or to transfer/pledge any securities from my/our aforesaid beneficiary account to the Attorney or any account of the Attorney as specified in the Annexure A in accordance with the instruction of the Attorney for my/our obligations/dues including for pay-in/early pay-in and/or for margin in cash and/or Derivative segment and/or any other segment of any Exchange(s) in respect of dealing through the Attorney;
2. Transfer units of mutual fund to demat account of National Securities Clearing Corporation Ltd (CM BPID: IN565576 or demat account no. 1100001100017837) and/or to demat account(s) of Indian Clearing Corporation Ltd (CM BPID: IN640016 or demat account no 1100001000020972) for the purpose of meeting my/our margin requirement, pay-in obligations arising out of trades/transactions executed by BSL on behalf of me/us on the Stock Exchanges in the Mutual Fund segment;
3. To do any other acts, deeds, matters and things on my/our behalf as mentioned below by executing the necessary deeds, documents, applications, declarations, etc. pursuant to my/our written and/or verbal instructions to;
  - subscribe and/or apply for various products/Securities like shares, debentures, units of mutual funds, units of venture capital funds and investment in private equity funds, through public/follow on issues/ rights issues, preferential issues, etc.;
  - renounce the rights offer in Securities in favour of any person as may be instructed by me/us;

- tender the Securities in open offers/buy back/redemption, etc. on my/our behalf;
- give instructions to redeem the units of Mutual Funds on my/our behalf and/or mark a lien on units of mutual fund held by me/us in favor of BSL to meet my/our margin requirement

I/we authorize BSL to return to me/us the securities that it might have received erroneously from me/us i.e., those securities that BSL was not entitled to receive.

I/We authorize BSL to send consolidated summary of my/our scrip-wise buy and sell positions taken with average rates to me/us by way of SMS/email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

This Power of Attorney shall continue to be in full force and effect until revoked by me/us in writing and duly communicated to BSL. This Power of Attorney shall also be revoked in the event of my death/insolvency and upon receipt of the notification of my death/insolvency from my legal heirs or from a joint holder in case the power is given jointly. Revocation of this Power of Attorney (whether by revocation in writing or by actual notice of death/ insolvency/winding up) shall in no way affect the validity of this Power of Attorney, with reference to any transaction initiated by my/our Attorney, prior to the actual receipt by BSL the fact of such revocation by me/us in writing or the notice of death/insolvency/winding up as above provided.

I/We hereby agree that anything which my/our attorney does in the exercise of the rights and powers granted by me/us under this Power of Attorney shall be solely/jointly binding on me/us.

SIGNED AND DELIVERED By the within named Beneficial Owner

**Signature(s)**

<b>S1</b> _____ Sole / First Holder  _____ Name of First Holder	<b>S2</b> _____ Second Holder  _____ Name of Second Holder	<b>S3</b> _____ Third Holder  _____ Name of Third Holder
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**IN THE PRESENCE OF**

Name of Witness \_\_\_\_\_ Signature of the Witness SW \_\_\_\_\_

I/We Accept Date: \_\_\_\_\_

For **Brics Securities Limited**

**Authorized Signatory**



Annexure A

Details of Beneficiary, Margin, Pool and Principal Account of BSL

**1) NSDL Demat Account Details**

DP ID	Client ID	CMBP - ID	DP Name
IN303296	10000046	IN654916	Brics Securities Ltd
IN303296	10000054	IN564004	Brics Securities Ltd
IN303296	10000005	-	Brics Securities Ltd
IN301348	20019522	-	ICICI Bank Ltd.

**2) CDSL Demat Account Details**

DP ID	Client ID	DP Name
12016800	1201680000049441	Brics Securities Ltd
12016800	1201680000049454	Brics Securities Ltd
12016800	1201680000049469	Brics Securities Ltd
12016800	1201680000049473	Brics Securities Ltd
12016800	1201680000049488	Brics Securities Ltd
12016800	1201680000047364	Brics Securities Ltd
12016800	1201680000034207	Brics Securities Ltd
12016800	1201680000049547	Brics Securities Ltd
12016800	1201680000065185	Brics Securities Ltd
12016800	1201680000065191	Brics Securities Ltd
12016801	1201680100001101	Brics Securities Ltd
12016800	1201680000049492	Brics Securities Ltd
12016800	1201680000049509	Brics Securities Ltd
12016800	1201680000049513	Brics Securities Ltd
12016800	1201680000049528	Brics Securities Ltd
12016800	1201680000049532	Brics Securities Ltd

Signature(s)

**S1** \_\_\_\_\_  
Sole / First Holder

**S2** \_\_\_\_\_  
Second Holder

**S3** \_\_\_\_\_  
Third Holder

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Voluntary

**FORMAT OF LETTER TO BE OBTAINED FROM A BANK TO ESTABLISH SIGNATURE  
AND OPERATION OF BANK ACCOUNT.**

Dated:

**Brics Securities Limited**

Dear Sir

This is certify that savings/current account No. \_\_\_\_\_  
of Mr / Ms / M/s. \_\_\_\_\_ held jointly with  
Mr / Ms /M/s \_\_\_\_\_ with our branch, has been  
active since \_\_\_\_\_ years / months and the operation of the account has been satisfactory.

We further confirm that the photograph herein bears true likeness to the identity of the above mentioned person and operation of bank account of the person:



(bank stamp across photograph)

X

**S1** \_\_\_\_\_

Signature of the client

Signed in my presence and Attested

Name, signature of the Branch Manager

Signature of Branch manager

Stamp of the Bank and the Branch

**INTERNAL TRACK SHEET (FOR OFFICE USE)**

Sr. No.	Particulars	Name	Employee Code	Sign.
1.	Introducer			
2.	Relationship Manager			
3.	Dealer			
4.	Advisor			
5.	Approved / Assigned by			

**List of Verification to be done before account opening.**

Sr. No.	Particulars	Date	Signature of Employee	Remarks
1.	PAN Verification			
2.	Watchoutinvestor Verification ( <a href="http://watchoutinvestor.com">http://watchoutinvestor.com</a> )			
3.	Verification of client from UN site ( <a href="http://www.un.org/sc/committees/1267/consolist.shtml">http://www.un.org/sc/committees/1267/consolist.shtml</a> .)			
4.	SEBI Debarded List			
5.	Call Verification			
6.	Date of sending copy of KYC to client and proof attached			
7.	Date of sending welcome letter to client and proof attached			

**Discrepancies:**

Sr. No.	Nature	Whether rectified	Rectification Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Date of receipt of the form to KYC activation team:

Date of sending Back KYC form to Branch \_\_\_\_\_

Verified by: \_\_\_\_\_ Signature: \_\_\_\_\_

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**BRICS SECURITIES LIMITED**

Sadhana House, 1st Floor, 570 P.B. Marg  
Behind Mahindra Towers, Worli Mumbai 400 018  
Tel. No.: Board: 022 66360000 Fax No.: 022 66360159

**DP ID: 12016800**

Application/ DP Internal Ref No. \_\_\_\_\_

Received the application from Mr./ Ms. \_\_\_\_\_ as the sole / first holder along with and as the second and third holders respectively for opening of a Demat Account. Your Client Id will be intimated to you shortly subject to all the documents being in order and the application is complete in all respects. Please quote the Client Id & DP Id allotted in all your future correspondence.

**For Brics Securities Limited**

Date :