

# NAMAH CAPITAL RESOURCES LTD

**CLIENT REGISTRATION FORM** 

INDIVIDUAL/NON-INDIVIDUAL

NSE: SEBI Regn. No.:

INZ000237836 (Cash Market Segment)
(F&O Segment) (Currency Derivatives Segment)

CLIENT NAME: CLIENT CODE:

Regd. Off.: 207, Linkway Estate, Malad Link Road, Malad (W), Mumbai - 400064 Ph: 40990400/28781258 • Fax: 022 40990401

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

#### A IMPORTANT POINTS:

Self attested copy of PAN card is mandatory for all clients. including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.

Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list. If any proof of identity or address is in a foreign language, then translation into English is required.

Name & address of the applicant mentioned on the KYC form, should match with

English is required.

Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.

If any proof of identity of address is in a foreign language, stress assume that the submitted is a submitted of the correspondence and the submitted is a submitted.

For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.

For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport spens thoughts.

For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
 In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
 For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
 Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

etc.

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

PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D). Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving

license.

Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

Proof of Address (POA): - List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.

Bank Account Statement/Passbook - Not more than 3 months old.

Bank Account Statement/Passbook - Not more than 3 months old.
 Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
 Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazette Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
 Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
 For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
 The proof of address in the name of the spouse may be accepted.
 Exemptions/clarifications to PAN (\*Sufficient documentary evidence in support of such claims to be collected.)
 In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
 In prestors residing in the state of Sikkim

receiver etc. Investors residing in the state of Sikkim.
UN entities/multilateral agencies exempt from paying taxes/filing tax returns in

UN entities/multilateral agencies compensations.
 SIP of Mutual Funds upto Rs 50,000/-p.a.
 In case of institutional clients, namely, Fils, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.
 E. List of people authorized to attest the documents:
 Notary Public, Gazette Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).

the copy).
In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest

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

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

# INDEX OF DOCUMENTS MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

S.N	Name of the Document	Brief Significance of the Document	Pg. No
1.	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	1-6
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/ check list.	7-10
2.	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).	11-15
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	16-19
4.	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	20-21
5.	Policies and Procedures	Document describing significant policies and procedures of the stock broker.	22-23
6.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange (s).	24
7.	Intimation to Client & Noting	Document stating confirmation and noting by the client	25
	VOLUNTARY DOC	UMENTS AS PROVIDED BY THE STOCK BROKER	
8.	Anti Money Laundering	Anti Money Laundering Policy	26-28
9.	Running Account Authorization	Document for request from client to maintain running account for securities and funds in order to meet the obligation of exchange	29
10	ECN	Declaration / Undertaking given by the client to abide with the various requirements to avail broking services	30
11	Authorisation Letter	Authorisation Letter for retention of funds at the end of every month/quarter for operational convenience.	31
12.	Declaration by Karta	Details of coparceners of an HUF	31
13.	Declaration by partnership firm	To be provided on letterhead of firm (if applicable)	32
14.	FEMA Regulation Letter & Declaration for Change of Foreign Address	FEMA Regulation Letter and change of Foreign Address Letter	33
15.	Notice	Notice on important issues	34-35
16.	Declaration	Declaration for Mobile Number	36
17.	Anti Money Laundering	Customer Due Diligence clause	37
18.	Additional Clause	Additional Clause between Stock Broker and Client	38
19.	Letter of Authority	Letter of Authorisation	39-40
20.	Format of Board Resolution	To be provided on letterhead of firm (if applicable)	41

Name of stock broker/ trading member/clearing member	NAMAH CAPITAL RESOURCES LIMITED						
SEBI Registration No. and date	NSE Cash						
Clearing Member's Details  CEO name: Phone no. & email id:	Name of clearing member: Phillip Capital (India) Pvt. Ltd. Correspondence office Address: PhillipCapital (India) Pvt. Ltd. No. 1, 18th Floor, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel West, Mumbai 400013. Phone: + 91 22 24831919 Fax: + 91 22 24942056. Toll Free No: 1800-221-331. website: phillipcapital.in SEBI Regn. No.: INF231250334 (F&O) / INE231250334 (CDS) VINEET BHATNAGAR  • 022-24831800 • vbhatnagar@phillipcapital.in						
Registered office & Correspondence office address:	207, Linkway Estate, Malad Link Road, Malad (West), Mumbai - 400064.  • Tel. No.: 022-40990400 • Fax No.: 022-40990401  website: www.namahcapital.com						
Compliance officer name: Phone no. & email id:	UMESH P VICHARE 022 40990408 • namahcaps@yahoo.com						
CEO name: Phone no. & email id:	MAYANK AGRAWAL 022 40990445 • mayank_namah@hotmail.com						

For any grievance/ dispute please contact Namah Capital Resources Limited at the above address or Email Id: namahcap@yahoo.com and Phone No.: +91 - 22 - 40990408. In case not satisfied with the response, please contact the concerned exchange(s) at:

NSE: Email Id: ignse@nse.co.in Tel: (022) 26598190 Toll free no.: 1800220058

DISCLOSURE IN TERMS OF SEBI CIRCULAR NO.: SEBI/MRD/SE/CIR-42/2003 DATED NOVEMBER 19, 2003 and NSE circular no. NSE/INVG/PRE/2003/16 dated NOVEMBER 25, 2003.

Namah Capital Resources Limited caters to Corporate, High net-worth and other retail clients.

Namah Capital Resources Limited besides doing client based business also does its Proprietary trades in own

investment and/or trading A/c.

Signature of Client : (1)

# Namah Capital Resources Ltd. KNOW YOUR CLIENT (KYC) APPLICATION FORM Please fill this form in ENGLISH and in BLOCK LETTERS.

IDENTITY DETAILS

ANNEXURE - 2

MANDATORY

PHOTOGRAPH

**For Individuals** 

Name of the	Applicant							PHOTOGRAPH	
Father's/ Spou	se Name							Naga affir warm	
Gender	Q Male (	⊋ Female	Marital status	Alarriad Ollamarriad				Please affix your recent passport	
Date of birth			Nationality					size photograph	
Status	QResider	nt Individual	Q Non Resid	ent Q Fo	reign	National	í	and sign across it.	
PAN			Unique ID No./Aad	haar, if any:					
Specify the pro	of of Ident	ity submitt	ed	· ·					
			ADDRESS	DETAILS					
Residence Add	ress					=		Residence Address on-Resi. Applicant)	
City/Town/Village		Pin		City/Town/Vill	200		Pir	,	
State		Country		State	age		Country		
Resi No. (s)		Off. No. (s)		Resi No. (	(c)	Off	f. No. (s	+	
Fax No. (s)		OII. NO. (S)		Fax No. (s		O11. 140. (3)			
Mobile No.				Mobile No					
Email ID				Email ID	J.				
Specify the pro	of of add. su	ubmitted for	residence	Specify th	e proo	of of add. subr	mitted fo	or Permanent	
Add.				Add.					
			DEC.	DATION					
			DECLA	ARATION					
and I undertal	ke to inform	you of any		, immediat	tely. Ir	n case any of	the abo	vledge and belief ve information is eld liable for it.	
				Signature					
		5.1.		of the					
		Date		Applicant					
			<u> </u>	<u> </u>					
			FOR OFFIC	E USE ONL	.Y				
Q Originals v Self-Attested		_	of the Authorise	ed Signato	IPV Done Qo	on d d /	] n <u>h                                   </u>		
copies receive		Name				Seal/Stamp	of the	intermediary	
		Signature							
		Date							

Namah Capital Resources Ltd.
KNOW YOUR CLIENT (KYC) APPLICATION FORM

MANDATORY

Please fill this form	in ENG	LISH and ir	BLOCK LETTE	RS.		For Non-Individuals
		IC	DENTITY DETAILS			PHOTOGRAPH
Name of the Appli					1	— PHOTOGRAPH
Date of incorporati			Place	e of incorporati	ion	Please affix you
Date of commence	ment c	of business				recent passpor
PAN			Registration No.	(e.g. CIN)		size _ photograp
					e Q Partnership Q Trust	<del></del>
					vernment Organization	_
QDefense Establishme	ent QBO	I QSociety G	LLP QOthers (plea	se specify)		
			ADDRES	S DETAILS		
Correspondence Ad	ldress			Registered Addı	ress (If different from Co	orrespondence Address)
	1					
City/Town/Village		Pin		City/Town/Village		Pin
State		Country		State	Cour	ntry
Resi No. (s)	(	Off. No. (s)		Resi No. (s)	Off. No	. (s)
Fax No. (s)				Fax No. (s)		
Mobile No.				Mobile No.		
Email ID				Email ID		
Specify the proof o	f add. s	submitted	for Corres. Add.	Specify the pro	oof of add. submitted	d for Regd. Add.
			OTHER	DETAILS		
Name, PAN, resident Please provide deta			otographs of Pror		/Karta/Trustees and	whole time directors:
DIN of whole time				exure-A attache	d.	
Aadhaar number of	Promo	ters/Partn	ers/Karta: Provid	le details on Ar	nnexure-A attached.	
			DECLA	ARATION		
I/We hereby declar	re that	the details	furnished above	are true and c	orrect to the best of	f my/our knowledge
				-	•	se any of the above
information is four be held liable for i		e false or ι	untrue or mislea	ding or misrepr	esenting, I am/we a	ware that I/we may
be field flable for a	ι.					
Name & Signature	of the	Authorise	d Signatory			
		Date		Signature		
				8		
			FOR OFFIC	CE USE ONLY		
Q Originals verifie	ed and	Signatur	e of the Authoris	sed Signatory	Seal/Stamp of t	he intermediary
Self-Attested Doc			e of the Authoris	oca digitatory	Jean/Jeanip of t	— intermediary
copies received		Name				

Signature

Date

# Annexure

Name of Applicant:		PAN of the A	pplicant: 📖	
•				
riega., riesiaeritiar riaares	5. <u> </u>			Signature
Tel /Mohile No :	Γ	DIN Number:		across
		Any:		Photograph
		PAN:		
Please tick, if applicable:	Q Politically Exposed			
Name:				
				Cianatuna
				Signature across
Tel./Mobile No.:		OIN Number:		Photograph
Unique Identification Nu	mber(UID) / AADHAAR if	Any:		rnotograph
Relationship with Applica	nt:	PAN:	<u>C</u>	
<u></u>	Q No	ally Exposed Person (RPEP)		
Regd./Residential Addres	SS:			Signature
		NIAL Alcomala a m	_	across
Unique Identification Nu		OIN Number:		Photograph
		•	(C)	
Please tick, if applicable:	Q Politically Exposed	PAN:PAN:PAN:Person (PEP) ally Exposed Person (RPEP)		
Name:			(	
				Signature
Tel./Mobile No.:		DIN Number:		across
		Any:		Photograph
		PAN:		
Please tick, if applicable:	Q Politically Exposed			
Name & Signature of the A	authorised Signatory(ies)	Date LL		

# ANNEXURE - 3

### TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT(S) DETAILS (First Bank A/c. is default Bank A/c., through which transaction will generally be routed)

Bank Name	Address	Type of A/c	A/c. No.	MICR No.	IFSC Code

<b>FOR</b>	NRI	'S RBI	PIS	NO.:
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B. DEPOSITORY ACCOUNT(S) DETAILS (First Depository A/c. is default Depository A/c)

Depository Participant details of the Client (In order of presence)															
DP Name	DP ID Beneficiary A/C. No.					D	epository nai	me							
														Q NSDL	Q CDSL
														Q NSDL	Q CDSL
											·			Q NSDL	Q CDSL

Note: First Holder of A/c should be same as that of Trading Account.

# 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.

Exchange		Segment							
NSE	Cash	(4)	F&O (5)						
NSE	Currency	(6)							

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

D. OTHER DETAILS									
1. Gross Annual Income details (please specify) : Income Range per annum									
Q Upto Rs. 1,00,000/- Q R	Q Upto Rs. 1,00,000/- Q Rs. 1,00,001/- to Rs. 5,00,000/- Q Rs. 5,00,001/- to Rs. 10,00,000/-								
Q Rs. 10,00,001/- to Rs. 25 Net worth as on Date :		Rs	Q Above Rs. 25,00,001 (Net worth should	/- d not be older than 1 year)					
Occupation (please tick any one and give brief details)	Q Private Sector (Q Professional		Q Government Service Q Retired	Q Business Q Student Q HousewifeQ Others					
3. Please tick, if applicable	Q Politically Expo	sed Person (PEP	) $\mathbb Q$ Related to a Political	ly Exposed Person (PEP)					
4. Any other information									

E. PAST ACTION			
against the applicant/cons	oceedings initiated/ pending/ ta stituent or its partners/promoter ring the last 3 years (If yes pleas	s/whole time directors/ a	uthorized persons in charge
F. DEALING THROUGH SU	B-BROKERS/REMISERS AND OTI	HER STOCK BROKERS	
	h the sub-broker/remisier provid		
Sub-broker's Name:		SEBI Registration numbe	r:
Registered Office address	s:		
Ph. No.:	Fax No.:	Website: www	
	ny other stock broker/sub-brok		
Name of Stock broker	Name of Sub-broker, if any	Client Code	Exchange
Details of disputes/dues p G. ADDITONAL DETAILS	ending from/to such stock bro	ker/sub-broker:	
Whether you wish to re	eceive Q physical contract note	e or Q Electronic Contrac	ct Note (ECN)
	ECN:		
	Signatu	re of Client: (9)	
Whether you wish to avoid to avoid the second terms of the sec	vail of the facility of Internet Tr	rading Q Yes Q No	
	Signatu	re of Client: (10)	
Number of years of Inve	stment / Trading Experience _		
	name, designation, PAN, UID, sign urities on behalf of company/fir		
Any other information			
H. INTRODUCER DETAILS	(OPTIONAL)		
Name of Introducer:-			

Address of the Introducer :-

Status of the Introducer: Q Sub Broker Q I	Remisier Q Authorized Person Q Existing Client	
Q Others, Please Specify	-	
Phone No.: Signature of Inti	roducer:	
I. NOMINATION DETAILS (for Individuals only)		
Q I/We do not wish to nominate		
Q I/We wish to nominate		
Name of the Nominee:		
Relationship with the Nominee:		
PAN of Nominee:	Date of birth of Nominee:	
Address of the Nominee:		
	Phone No. of Nominee:	
Nominee is a minor, Details of guardian :		
Name of the guardian:		
Address of the guardian:		
	Phone No. of guardian:	
Signature of guardian:		
Witnesses (Only applicable in case the account hold	ler has made nomination )	
Name:	Name:	
Address:	Address:	
Signature:	Signature:	
DECLARATION		
and belief and I/we undertake to inform you of ar	ove are true and correct to the best of my/our knowledge ny changes therein, immediately. In case any of the above leading or misrepresenting, I am/we are aware that I/we	
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.		
and 'Risk Disclosure Document'. I/We do hereby a	the contents of the 'Rights and Obligations' document(s) agree to be bound by such provisions as outlined in these the standard set of documents has been displayed for if any.	
Place:		
Date : Sign	nature of Client/ (all) Authorized Signatory(ies)  9	

FOR OFFICE USE ONLY				
UCC Code allotted to the Client:		-		
	Documents verified with Originals	Client Interviewed By	In-Person Verification By	

	with Originals	Interviewed By	Verification By
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

I/We undertake that I/we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents.

I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my /our website, if any, for the information of the clients.

For NAMAH CAPITAL RESOURCES LIMITED.

Date:	-	Signature of Authorised Signatory
	INSTRUCTIONS/ CHECK LIST	

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

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

<sup>\*</sup>In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.

- 2. Self-certified copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted. (Not more than 4 months old)
- 3. Demat master or recent holding statement issued by DP bearing name of the client.
- 4. For individuals:
  - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
  - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
- 5. For non-individuals:
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

**MANDATORY** 

#### ANNEXURE -4

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

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

#### CLIENT INFORMATION

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

#### **MARGINS**

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

#### TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

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

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

- Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of
  wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc.
  which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet
  based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from
  time to time.
- 2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/ SEBI.
- 3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
- 4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
- 6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flawinStockBroker'sIBTSystem, 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.

#### **ANNEXURE-6**

**MANDATORY** 

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

#### TRANSACTIONS AND SETTLEMENTS

- 8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- 9. Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.
- 11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market

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

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

# **DISPUTES/ COMPLAINTS**

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

#### **POLICIES AND PROCEDURES**

MANDATORY

#### A. Refusal of orders for penny stocks:

Although, the term 'Penny Stock' has not been defined by BSE/NSE or any stock exchanges, SEBI a penny stock generally refers to a stock which has following mentioned characteristics:

- Has small market capitalization;
- Trades at a price less than its face value;
- Has unsound fundamentals;
- Is illiquid (A list if illiquid securities is jointly released by NSE & BSE from time to time).
- NAMAH CAPITAL RESOURCES LIMITED. recognizes that it is client's privilege to choose shares in which he/she would like to trade. However, NAMAH CAPITAL RESOURCES LIMITED. like to have special attention to dealing in 'Penny stock'. to this end.
- NAMAH CAPITAL RESOURCES LIMITED. may refuse to execute any clients' orders in penny stocks without assigning any reason for the same.
- Any large order for purchase or sale of a 'Penny stocks' should be referred to Head Office Dealing, such orders can be put in the market for execution.
- Clients must ensure that in 'Penny stocks' doesn't result in creation of artificial volume or false or misleading appearances of trading. Further, clients should ensure that trading in 'Penny stocks' doesn't operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in penny stocks at process which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of NAMAH CAPITAL RESOURCES LIMITED.
- In case of sale of 'Penny stocks', client should ensure delivery of shares to NAMAH CAPITAL RESOURCES LIMITED.. before the pay-in date.

#### B. Setting up client's exposure limit:

- Exposure limit for each client is determined by the Risk Management Department based on Net-worth information, client's financial capacity, prevailing market conditions and Margin deposited by client in the form of funds/securities with NAMAH CAPITAL RESOURCES LIMITED. These limits may be set exchange-wise, segment-wise, & scrip-wise.
- NAMAH CAPITAL RESOURCES LIMITED. retains the discretion to set and modify form time to time any client's exposure limit decided as above.
- The limits are determined by Risk Management Department based on the above criteria and payment history of the client in consultation with Sales/Sales trader.
- Whenever, any client has taken over or wants to take exposure in any security, NAMAH CAPITAL RESOURCES LIMITED. may call for appropriate margins in the form of early pay-in of shares of funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients are told to reduce the position immediately or requested to deposit extra margin to meet the shortfall. Otherwise, NAMAH CAPITAL RESOURCES LIMITED. may refuse to trade on behalf of such client in its own discretion.

### C. Applicable brokerage rate:

- The applicable brokerage rate is mentioned in the Client registration form and any further change in the brokerage is communicated to the client in writing.

  The maximum brokerage chargeable will not exceed as prescribed by SEBI and exchanges.
- D. Imposition of penalty / delayed payment charges by either party, specifying the rate and the
  - Penalty and other charges levied by Exchanges pertaining to trading of the client shall be recovered from the respective client.
  - If there is delay on part of client in satisfying his/her margin obligation or settlement obligations, then, NAMAH CAPITAL RESOURCES LIMITED. shall levy penalty at the rate of 0.1% per day on such shortage amount for the delayed period on such client. NAMAH CAPITAL RESOURCES LIMITED. shall recover such delayed payment charges from the client by debiting the client's account.
  - No interest or charges will be paid by NAMAH CAPITAL RESOURCES LIMITED. to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

#### E. Right to sell client's securities or close client's positions, without giving notice to the client, on account of non-payment of client's Dues:

NAMAH CAPITAL RESOURCES LIMITED. has the right to close out/liquidate or square off any open position of the client (limited to the extent of settlement / margin obligation) with a Prior notice shall be given to the client before liquidating or squaring off any open position, all or any of the client's positions as well as securities/ collaterals placed as margin for non-payments of margin or other amounts due from such clients in respect of settlement or any other lawful dues that are recoverable from the client by NAMAH CAPITAL RESOURCES LIMITED. The proceeds of the same shall be adjusted against the client's trade liabilities / obligations. Any loss or financial charges on account of such close-out/liquidation shall be debited to the client's account.

#### F. Shortage in obligation arising out of internal netting of trades:

To determine the net obligation of a broker/trading cum clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligation towards the broker, the broker internally might have shortages to fulfill its obligation towards the other clients. In such a situation, NAMAH CAPITAL RESOURCES LIMITED. the close out price will be 20% above the closing price on the

Signature of Client:	

Auction Day in case of Trade to Trade Scripts and 10% in case of other scripts. In case of the purchaser he/she/it will receive a credit of the amount calculated as per the above formula and seller client account shall be debited by the same amount.

# G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of the client.

NAMAH CAPITAL RESOURCES LIMITED. shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following mentioned conditions:

- Extreme volatility in the market or in particular scrip or in the F&O segment.
- If there is shortfall in the margin deposited by client with NAMAH CAPITAL RESOURCES LIMITED..
- If there is insider trading restrictions on the client.
- If there are any unforeseen adverse market conditions or any natural calamities affecting the operation of market
- If there are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- Of the client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- If NAMAH CAPITAL RESOURCES LIMITED. has reached its limit in that scrip.
- If the clients has breached the client-wise limit.
- If the client has taken or tends to take new position in a security which is in the ban period.
- Of due to abnormal shortfall in the market, if market are closed.

### H. Temporarily suspending or closing a client's account based at the Client's request:

- Any client desirous of temporarily suspending his or her trading account has to give such request in writing to
  the management. After management's approval, any further dealing in such client's account will be blocked.
  Whenever, any suspended account wants to resume trading, request in writing should be made to management,
  and management may ask for updated financial information & other details for reactivating such account.
  After receiving necessary documents, details etc. and approval from the management, client is reactivated &
  is allowed to carry out transaction.
- Similarly, any client desirous of closing his/her account permanently is required to inform in writing and the decision in this regard is taken by management. After necessary approval from the management, the client code is deactivated. Only after scrutinizing the compliance requirements and "no pending queries" confirmation is taken, securities and funds accounts are settled.

#### I. De-registering a Client:

NAMAH CAPITAL RESOURCES LIMITED. may, in its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which NAMAH CAPITAL RESOURCES LIMITED. may deregister a client are given below.

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicated by a regulatory body or any government enforcement agency in case of market
  manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or
  circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities fraud or money laundering.
- Such client's name appears in the UN list of prohibiting entities or SEBI debarred list.
- Such client's account has been lying dormant for a long time or client is not traceable.
- Such client has declared insolvent or any legal proceedings to declare him/her as such have been intended.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of NAMAH CAPITAL RESOURCES LIMITED. or may act as detriment to NAMAH CAPITAL RESOURCES LIMITED..'s prospects.

#### J. Treatment of Inactive Accounts:

Client account will be considered as inactive if the client does not trade for a period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Any outstanding dues in the client's account will be communicated and collected from the client and the client will be liable to pay such dues immediately on receiving such communication.

Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/ clauses of this document in any circumstances what so ever. These Policies and Procedures may be amended/ changed unilaterally by the broker, provided the change is informed to me/ us with through any one or more means or methods. I/We agree never to challenge the same on any grounds including delayed receipt/ non receipt or any other reasons whatsoever. These Policies and Procedures shall always be compulsorily referred to while deciding any dispute/ difference or claim between me/ us and stock broker before any court of law/ judicial/ adjudicating authority including arbitrator/ mediator etc.

Signature of Client:	
oignature or enemi.	

# **TARIFF SHEET**

I. Brokerage Scheme for capital market segment

	Max. (%)	Min. (Ps.)	
Trading one side			
Intra day square up			
Delivery			

Brokerage Scheme for derivatives segment

	Trading one side		Intra day squareup		Minimum Per Contracts
	Max. (%)	Min. (Ps.)	Max. (%)	Min. (Ps.)	
Future					
Options					

### Notes:

- 1. Levies such as Transaction charges, Stamp duty, Securities Transaction tax, SEBI Fees, Service tax and Other charges will be charged as per the norms defined from time to time.
- 2. All statutory & regulatory charges are levied at actuals, and will be payable by the client.
- 3. Brokerage shall not exceed maximum permissible limit as per rules and regulations of exchange/SEBI.

Signature of Client:	

# INTIMATION TO CLIENT AND NOTING (Mandatory)

To,
Sir(s) Re: Confirmation and Noting
We confirm that we have made note of the following:
1. That your investor grievance email ID is <a href="mailto:namahcap@yahoo.com">namahcap@yahoo.com</a> as per SEBI Circular Ref No. MRD/DOP/SE/Cir-22/06 dated 18/12/2006.
2. The information is sought under the prevention of Anti Money Laundering Act, 2002, the rules notified there under and SEBI and Exchange Guidelines issued on Anti Money Laundering. Tick Mark the applicable category.
Trust, Charities, NGO's and organization receiving donations Company having close family shareholdings or beneficial ownership Civil Servant or family member or close relative of civil servant Bureaucrat or family member or close relative of bureaucrat Current or Former MP or MLA or MLC or their family member or close relative Politician or their family members or close relative Current or Former Head of State or of Governments or their family member or close relative of Senior government/ judicial/ military officers or their family or close relative Senior executives of state-owned corporations or their family member or close relative
Companies offering foreign exchange offerings
None of the above
Name & Signature of the Client.

# **Anti Money Laundering Policy**

The Government of India has serious concerns over money laundering activities which are not only illegal but anti-national as well. As a market participant it is evident that strict and vigilant tracking of all transactions of suspicious nature required.

# Accordingly the Company has laid down following policy guidelines:

#### **Principal Officer:**

**Mr. Yogesh Jain** is appointed as the Principal Officer. He will be responsible for implementation of internal controls & procedures for identifying and reporting any suspicious transaction or activity to the concerned authorities.

### **Internal Policies, Procedures and Controls:**

### a. Identification & Reporting

The back office and trading staff is instructed to observe the following safeguards:

- 1. No cash transactions for trading in securities shall be allowed at from any client in the normal course of business.
- 2. Maintain a record of all the transactions; the nature and value of which has been prescribed in the Rules notified under the PMLA. Such transactions include:

Cash transactions of the value of more than Rs 10 lakhs or its equivalent in foreign currency.

All series of cash transactions integrally connected to each other which have been valued below Rs 10 lakhs or its equivalent in foreign currency where such series of transactions take place within one calendar month. All suspicious transactions whether or not made in cash.

3. Frequent off Market transfers from one BO account to another shall be scrutinized and asked for. In absence of valid reason case or found suspicious, it shall be brought to the notice of Principal Officer Trading beyond ones declared income: The turnover of the clients should be according to their declared means of income. Any abnormal increase in client's turnover shall be reported to Principal Officer. The Back Office staff should take due care in updating the clients' financial details and shall periodically review the same.

#### b. Client identification procedure:

The 'Know your Client' (KYC) policy should clearly spell out the client identification procedure to be carried out at different stages i.e. while establishing the intermediary – client relationship, while carrying out transactions for the client or when the intermediary has doubts regarding the veracity or the adequacy of previously obtained client identification data.

The client should be identified by the intermediary by using reliable sources including documents / information. The intermediary should obtain adequate information to satisfactorily establish the identity of each new client and the purpose of the intended nature of the relationship.

The information should be adequate enough to satisfy competent authorities (regulatory / enforcement authorities) in future that due diligence was observed by the intermediary in compliance with the Guidelines. Each original documents should be seen prior to acceptance of a copy.

Failure by prospective client to provide satisfactory evidence of identity should be noted and reported to the higher authority within the intermediary.

SEBI has prescribed the minimum requirements relating to KYC for certain class of the registered intermediaries from time to time. Taking into account the basic principles enshrined in the KYC norms which have already been prescribed or which may be prescribed by SEBI from time to time, all registered intermediaries should frame their own internal guidelines based on their experience in dealing with their clients and legal requirements as per the established practices. Further, the intermediary should also maintain continuous familiarity and follow-up where it notices inconsistencies in the information provided. The underlying principle should be to follow the principles enshrined in the PML Act, 2002 as well as the SEBI Act, 1992 so that the intermediary is aware of the clients on whose behalf it is dealing.

### **Policy and Procedure followed:**

We are adhering with the KYC (know Your Client) norms of the SEBI. We take all the details from the client like in case of individual we take photo identity proof issued by any government authority i.e. Driving License, Passport or Pan card containing photo. We take address proof, copy of pen card, bank details and demat details and also verify the original of all the above-mentioned documents. We take above-mentioned details of director in case of corporate, details of partner /proprietor in case of firm and Karta in case of HUF and last but not the least; we always take the details of the introducer of the client. We also update our client agreement form and risk disclosure as per the requirement of the regulatory authority from time to time.

We have also instructed our staff to regularly report the transaction of suspicious nature to the Operation Head. We also try to ensure that the payment and delivery is received from the client own bank/demat account. We don't accept any payment from third party and same rule is being followed in case of delivery also

# c. Recruitment of personnel

The HR Department is instructed to cross check all the references and should take adequate safeguards to establish the authenticity and genuineness of the persons before recruiting. The department should obtain the following documents:

- 1. Photographs
- 2. Proof of address
- 3. Identity proof
- 4. Proof of Educational Qualification
- 5. References
- d. Retention of records

Records pertaining to active clients and staff details collected for recruitment shall be kept safely.

# **Procedures**

### a. Know Your Client Documentation

- 2. KYC policy is already in place in accordance with SEBI Norms and the staff is instructed to strictly adhere to same in this regard.
- b. Client Due Diligence Process is already in place with three specific parameters. Such parameters are: Policy for acceptance of clients

Procedure for identifying the clients by Verify the customer's identity using reliable, independent source documents, data or information and Verify the identity of the beneficial owner of the customer and/or the person on whose behalf a transaction is being conducted, corroborating the information.

Transaction monitoring and reporting especially Suspicious Transactions Reporting (STR)

- 3. To verify the KYC as per the checklist laid down in the Account Opening Form and no account is to be opened in fictitious / benami name, where the identity of the client cannot be ascertained, information provided is suspected to be non-genuine, Perceived non-cooperation of the client in providing full and complete information. Identity of client matches with persons having known criminal background or is banned in any other manner.
- 4. Scanning of our Client database to ensure that no account is held or linked to any entity or individual which is debarred by UN on its website.

### b. Categorization of Clients

Clients may be classified into high and low risk categories depending upon the volume and nature of their business.

# High Risk Category Clients Such clients include the following-

- a. Non resident clients
- b. High Net worth clients,
- c. Trust, Charities, NGOs and organizations receiving donations
- d. Companies having close family shareholdings or beneficial ownership
- e. Politically exposed persons (PEP) of foreign origin.
- f. Current / Former Head of State, Current or Former Senior High profile politicians and connected persons (immediate family, Close advisors and companies in which such individuals have interest or significant influence)
- g. Companies offering foreign exchange offerings
- h. Clients in high risk countries (where existence / effectiveness of money laundering controls is suspect, where there is unusual banking secrecy, Countries active in narcotics production, Countries where corruption (as per Transparency International Corruption Perception Index) is highly prevalent, Countries against which government sanctions are applied, Countries reputed to be any of the following Havens / sponsors of international terrorism, offshore financial centres, tax havens, countries where fraud is highly prevalent,.
- i. Non face to face clients
- j. Clients with dubious reputation as per public information available etc.
- k. we have also ensure that none of the client are linked to any of the entities or individuals included in the list published by United Nation.

The above mentioned list is only illustrative and the back office and trading staff should exercise independent judgment to ascertain whether new clients should be classified as CSC or not

#### **Setting-up limits**

The margin limit of client is set by RMS Manager, depend on client ledger balance & Security Margin deposited with company. TWS access is restricted to head office only and surveillance department manage the transaction of clients. Margin limits are changed only on phone calls by designated person of Accounts department if funds & Security received from clients.

#### Information to be maintained

Company will maintain and preserve the following information in respect of transactions referred to in Rule 3 of PMLA Rules for the period of 10 years.

- I. Client Registration Forms
- II. Contract Note
- III. the nature of the transactions;
- IV. the amount of the transaction and the currency in which it denominated;
- V. the date on which the transaction was conducted; and
- VI. the parties to the transaction.

### d. Hiring of Employees

The company will have adequate screening procedures in place to ensure high standards when hiring employees. They should identify the key positions within their own organization structures having regard to the risk of money laundering and terrorist financing and the size of their business and ensure the employees taking up such key positions are suitable and competent to perform their duties.

### e. Employees' Training

Company adopted an ongoing employee training program so that the members of the staff are adequately trained in AML and CFT procedures. Training requirements should have specific focuses for frontline staff, back office staff, compliance staff, risk management staff and staff dealing with new customers. It is crucial that all those concerned fully understand the rationale behind these guidelines, obligations and requirements, implement them consistently and are sensitive to the risks of their systems being misused by unscrupulous elements.

### f. Investors Education

Implementation of AML/CFT measures requires back office and trading staff to demand certain information from investors which may be of personal nature or which have hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns/bank records etc. This can sometimes lead to raising of questions by the customer with regard to the motive and purpose of collecting such information. There is, therefore, a need for the back office and trading staff to sensitize their customers about these requirements as the ones emanating from AML and CFT framework. The back office and trading staff should prepare specific literature/ pamphlets etc. so as to educate the customer of the objectives of the AML/CFT programme.

# g. **Reporting to FIU**

As per our general If any transaction of suspicious nature is identified it must be brought to the notice of the Principal Officer who will submit report to the FIU if required.

Above said policies are reviewed by us on regular basis to keep it updated as per the various amendments in the PMLA rules.

VOLUNTARY

#### RUNNING ACCOUNT AUTHORIZATION

To,	Date:
NAMAH CAPITAL RESOURCES LIMITED	
207, Linkway Estate, Malad Link Road,	
Malad (West), Mumbai - 400064.	

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

- 1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/We instruct you otherwise.
- 2. I/We request you to retain securities with you for my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing Corporation, unless I/We instruct you to transfer the same to my/our account.
- 3. I/We request you to settle my fund and securities account
- Q Once in a calendar Month
- Q Once in every calendar Quarter
  - Except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4. In case I/we have an outstanding obligation on the settlement date, you may retain the requisite securities/ funds towards such obligations and may also retain the funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.
- 5 In case of outstanding obligation on settlement date you may retain an amount of up to Rs 10,000/- (net amount across segment and across stock exchanges)
- 6. I/We confirm you that I/we will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 30 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.
- 7. I/We confirm you that I can revoke the above mentioned authority at any time.

rnanking you,		
Yours faithfully,		
Signature of Client	:	
Name of the Client	: _	
Client Code	:	

**VOLUNTARY** 

#### **ELECTRONIC CONTRACT NOTES**

### MANDATE TO ISSUE CONTRACT NOTES IN DIGITAL FORMAT

I/We hereby agree and consent to accept the contract notes for transactions carried on by us with you, in terms of the mandatory & voluntary client registration document entered into between us, in digital form. Digital contracts issued by NAMAH CAPITAL RESOURCES LIMITED. as per the terms and condition specified herein shall be binding on me. The mandate is subject to terms and conditions mentioned herein below.

Terms and conditions for issuance of control notes in digital form between us:-

- 1. Digital Control Notes in the format as may be prescribed by the Exchange from time to time will be mailed to me/us on the E-mail address provided to you.
  - You can also send me /us my/our margin statement in digital form with contract notes.
- 2. I/We undertake to check the contract notes and bring the discrepancies to your notice preferably within 24 hours of the execution of the trade or on non receipt of the said statements. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time.
- 3. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
- 4. Discrepancies, if any, should be sent by client or to E-mail <a href="mailto:namahcap@yahoo.com">namahcap@yahoo.com</a>.

E-mail ID:

- 5. Clients can view the digital contract notes using the username & password through the web-site apart from the contract notes sent to the client through mail.
- 6. I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account(s)/email id(s).
- 7. The contract notes will be issued in digital form in compliance with guidelines issued by SEBI/ Exchanges from time to time.
- 8. It will be my/our responsibility to regularly check the mailbox and keeping the storage space for new email messages.
- 9. Various documents like Daily margin statement, Statement of Funds & Securities, Account Confirmations, bills etc. can be sent to me on the E-mail ID mentioned in this letter.

This instruction to issue digital contract note is applicable with immediate effect. This instruction is several to all parties mentioned above.

L-IIIaii ID.					
be intimated to you I/We have noted the	all be signed by me/u	hysical letter wit	thin reasonable perio	d of time.	
Yours faithfully,			1		
Signature of Client:					
					VOLUNTARY
	CLI	IENT DEFAULTER	DECLARATION		
Date :					
I		havin	g PAN		
	at I have not been inversing in defaulter data				
I further declare tha	t the above mentioned	d declaration/ st	atement is true and c	orrect	
Signature of Client:					

							VOLUNTARY
To,						Date:	
207, Link	way Estate, N	ESOURCES LIMI Ialad Link Road, Ibai - 400064.					
•	• • •	Stock Exchange	of India Ltd. IN	Z00023783	6		
		Details Mr. Ume s@yahoo.com	sh P. Vichare, P	hone No.: (	022-4099 0408		
	Sub: A	uthorisation / (			mount of up to Rs. 10 Segments.	),000/- acro	oss all
case ma then aga So, to m at the ea up to Ra issued b I/We am	ay be by rece ain giving ba eet the said nd of every I s. 10,000/- a by the Exchain aithfully,	eiving the excess ck funds to you difficulties in set Month/Quarter	amount of fur for further trac ting my/our ac as the case ma Exchanges & S o time.	nd from you ling purpos count main y be, I/We a egments as	account at the end of which is/was lying we. tained with you and to uthorise/allow you to prescribed in the Ru	ith you in no reduce exported in with	ny/our account and changes of cheques h you an amount of
Client N	lame:				_		
Client Si	ignature: _						
Date:	_				_		
			DECLA	RATION BY	KARTA		
207, Link Malad( Sub:De	way Estate, M West), Mum	ESOURCES LIMI falad Link Road, bai - 400064. Coparceners fo	r HUF				
of my fa	amily.		the Karta of H	OF nereby (	declare that the follov	ving are the	e coparceners
Sr. no.	Name		Pan No.	Date of Birth	Relationship with the Karta	Gender (M/F)	Signature
I hereby	y undertake	to communica	te any change	es in the at	pove stated member	s to you in	writing.
Thankin Yours fa			$\neg$				
(Stamp a	and signatur	e of Karta)					

# Declaration to be given by partnership on Letter head of the firm

FORMAT

and declare and authorize you as under
in the name of a partnership firm as per Regulatio mpleting the securities transfer obligations pursualwith depository
ed and completed through transfer to/from the ary account as complete discharge of obligations
n and submit such documents, agreements, deeds I CAPITAL RESOURCES LTD and to place order for ings that may be necessary to engage in business family accounts.
i

# FEMA REGULATION (Applicable only for NRI)

	From:
To, NAMAH CAPITAL RESOURCES LIMITED. 207, Linkway Estate, Malad Link Road, Malad (West), Mumbai - 400064.	
Dear Sir/Madam,	
This is to inform you that as per SEBI rules & regulations & bye laws, comply with the FEMA regulations and other applicable laws.	I have complied with, and I will continue to
Thanking you, Yours truly,	
DECLARATION FOR CHANGE OF FOREIGN ADDRESS	6 (Applicable only for NRI)
	From:
To, NAMAH CAPITAL RESOURCES LIMITED. 207, Linkway Estate, Malad Link Road, Malad (West), Mumbai - 400064.	
Dear Sir/Madam,	
This is to inform you that as per SEBI rules & regulations & bye laws, her my foreign address will change, I will inform you for the same.	reby I am giving an undertaking that whenever
Thanking you, Yours truly,	

#### NOTICE ON IMPORTANTISSUES

We draw your attention to certain important issues relevant to your trading activity through us, you must read, understand and agree to abide by the advice given hereunder in respect to the dealing between us. Kindly sign at the end of this document to signify your understanding and acceptance of the matters notified to you herein.

- 1. Please note that the Stock Brokers are not permitted to run any schemes giving "Fixed Returns" to the clients, and accordingly NAMAH CAPITAL RESOURCES LIMITED, does not operate any scheme giving "Fixed Returns", and you are therefore advised & cautioned to not to be deceived by any person, offering or requesting you join any such scheme.
- 2. Please note that the company does not accept cash for any dealings with our clients, whatsoever and accordingly once again caution, advice & warn you to refrain from making any payment to the company or any person in representative capacity, in cash. We inform you that any payment made by you should only be made through secure banking channels i.e. valid & crossed negotiable instrument, compliant with the Rules & Regulations or online, through RTGS/NEFT etc. in name of NAMAH CAPITAL RESOURCES LIMITED only. Further, credit for payments received is given to the client's account, only where the payment has been made from the account of the client mapped with us, which NAMAH CAPITAL RESOURCES LIMITED shall not bear any risk & responsibility, whatsoever.
- 3. We do hereby inform and notify you that unless otherwise specifically agreed by us in writing, our service do not go beyond the scope as mentioned in the documents executed between us, accordingly the role envisaged to be played by NAMAH CAPITAL RESOURCES LIMITED.. is restricted to facilitating, only and only as a Stock Broker, the execution of transactions intended to be executed by you on your own risk and responsibility and as considered suitable by you, taking into consideration, your risk bearing capacity.
- 4. Further, you are also informed that none of the employee or agent of NAMAH CAPITAL RESOURCES LIMITED is authorized to offer any investment advice, and therefore you are advised to refrain from seeking or place reliance on the advice from any such person. If despite this notice, you choose to seek and rely on any advice, offered by any person, whether related or unrelated to NAMAH CAPITAL RESOURCES LIMITED in any manner, you shall be doing so at your own risk and responsibility, and the dealings between you and the person offering the advice shall be absolutely personal between you, and such person, for which NAMAH CAPITAL RESOURCES LIMITED will not assume any liability.
- 5. We also reiterate here that the Stock Market is highly volatile and unpredictable market and it is impossible for anyone to predict the future developments in the marketplace, therefore anyone assuring you any returns should not be relied upon by you. Further you are also advised to not to allow or authorize any person to trade on your behalf, in expectation of any assured profit, and must understand that where you authorize or allow any person on your behalf, you would be entering into a "Principle-Agent" relationship with such person and therefore be entirely responsible for his actions, whether resulting into "Loss" or "Profit".
- 6. NAMAH CAPITAL RESOURCES LIMITED also conducts research on various activities of the Stock Market and whenever considered appropriate, shares the knowledge and opinion derived from such research with its clients and others desirous of receiving such information, however as our client, you must understand that such information is only a general opinion of NAMAH CAPITAL RESOURCES LIMITED, which is not designed for, or takes into consideration, the factors specific to your risk bearing capacity and perception. You are therefore advised to rely only on your own judgment while taking any investment and/or trading decisions. The research reports provided by us are only an expression of the opinion of the concerned researchers; it is neither any advice intending to encourage you to undertake any activity nor any offer to sell or a solicitation to buy any securities. As our client you must also read our opinion published on any website or publications, keeping in mind the contents of this notice to you. Further in order to benefit from the research carried out on its behalf, NAMAH CAPITAL RESOURCES LIMITED, its directors or its employees may, at their sole discretion may acquire position in the scripts which are the subject matter of such research.

### Declaration by the client

I/We have read and understood the contents of the above notice, and state that I/We have no objection to anything
mentioned therein and do also hereby agree to abide by the advice offered in this notice.

Signature of the Client:	
Name of the client:	

I/We having compiled with the requisite formalities, as prescribed, for being a client, have opened a trading account with NAMAH CAPITAL RESOURCES LIMITED

I/We declare and affirm as under:

- 1. I have attained the age of 18 and do not suffer from any conditions which make me eligible for entering into a valid and binding contract.
- 2. I/We am/are regular investor in the stock market in India.
- 3. I/We am/are conversant with the law, practices, rules, regulations, guidelines, circulars, etc. including but not limited to those prescribed by the Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI) and Exchanges. I/We also undertake to keep myself/ourselves updated and informed, and understand the implications of any changes that are made of such , practices, rules, regulations, guidelines, circulars, etc.
- 4. I/We give an undertaking that I/we shall not deal with NAMAH CAPITAL RESOURCES LIMITED In any prohibited manner.
- 5. I/We understand that I/we have been advised not to take any investment advice from any of the employees or associates of NAMAH CAPITAL RESOURCES LIMITED and in case I/we do so, despite the advice against the same, I/ we shall be acting at my/our exclusive risk and responsibility.
- 6. I/We agree to accept any measures; which in the opinion of NAMAH CAPITAL RESOURCES LIMITED.., are required to enhance security procedures, in relation to my/our account & trading.
- 7. NAMAH CAPITAL RESOURCES LIMITED may, though it is not bound to, create voice-log by recording the conversation made, while placing any order by me, and such voice-logs wherever available, shall be the conclusive proof of the dealings made by me/us.
- 8. I/We hereby further declare that I/we will not give any third party shares for settlement of my/our obligations to the Exchange.
- 9. I/We hereby further declare that I/we will not receive or give any money in cash or in kind during the course of my dealings with NAMAH CAPITAL RESOURCES LIMITED
- 10. I/We hereby further declare that I/we am/are not party to any illegal practices that may be prevalent in the stock market.
- 11. I/We hereby further declare that I/we will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular trading, in the Capital Market and Futures and Options segment.
- 12. I/We hereby further declare that I/we will not place any order in the Exchange which will reflect as an arrangement for profit/loss transactions. All the orders placed on the exchange will be in the normal market where there is a corresponding underlying securities position in the cash or futures segment of the respective exchange.
- 13. I/We am/are aware and I/we agree to pay NAMAH CAPITAL RESOURCES LIMITED.. The brokerage, commission, fees, processing fees, and other charges which are prescribed by the regulators as they exist from time to time and as apply to the client account and transactions and the services that the client receives from the NAMAH CAPITAL RESOURCES LIMITED..
- 14. I/We hereby further declare that I/we am/are aware of the provisions of the Prevention of Money Laundering Act, 2002 (PMLA) as far as they concern me/us as an investor/client and I/we declare that I/we have never been convicted/barred from dealing in securities market in the past under the said Act.
- 15. I/we confirm that I/we are in compliance with the "Know Your Client" (KYC) guidelines including conducting due diligence required for Anti Money Laundering (AML) checks as prescribed by the FIU/SEBI. I/We further confirm that all KYC and sue diligence has been followed on a continuous basis as long as our account continues to be held with trading member. Further, I/we agree to submit/provide all statutory documents/other compliance details pertaining to my/out trading account whenever required, to fulfill my/our obligation under PMLA.
- 16. I/we hereby further declare that I/we will not indulge directly or indirectly in any of the above mentioned fraudulent or unfair trade practices either individually or in concert with other persons/entities. In the event of any of the above fraudulent or unfair trade practices are noticed by the exchange or regulatory authorities, then I/we shall be solely responsible for such acts as noticed and you shall not be responsible for my/our illegal and fraudulent and unfair trade practice in the capital market segment and Futures and Options segment of the exchange.
- 17. I/We NAMAH CAPITAL RESOURCES LIMITED.. Shall not be responsible for any losses, costs or damages resulting directly or indirectly from the below mentioned circumstances:
- i. Any action, omission, suspension or trading, decision or ruling or any exchange or regulatory, governmental or

other body or any other person which is beyond the trading member's control (including floor broker, exchange, dealing or clearing house).

- ii. Any war, strike, lock-out, national disaster, act of terrorism, any delay in postal service or any other delay or inaccuracy in the transmission of other information, or telecommunication or computer system.
- iii. I/we further understand that the above Force Majeure events do not exempt me/us to fulfill the obligations in my/our account.
- 18. I/We have read and understood the set of documents provided to me/us, and understand that this set of documents, from the date of its execution, supersedes the previous documentation, if any executed between me/us and NAMAH CAPITAL RESOURCES LTD., for the purpose of opening my/our trading account with them.

I/We hereby give this declaration to you without any coercion with sound mind and voluntarily to you, which shall be part my/our client registration form and Account opening form on the dates mentioned therein.

Signature of the Client:		
	DECLARATION FOR MOBILE NUMBER	VOLUNTARY
I	having PAN	
	e no. is	
I further declare the above menti	oned statement is true and correct.	
Signature of Client:		

#### ANTI MONEY LAUNDERING (CUSTOMER DUE DILIGENCE CLAUSE)

The broker must ensure that sufficient information about the client has been furnished. This is required to identify who is the beneficial owner of the securities transaction or for whom and/ or whose behalf transaction is conducted.

- The trading member adopts such policies or may resort to such measures as to establish the credentials of the client's database submitted.
- Periodically, as and when the trade volumes register a hike and profits cross the limit vis-à-vis the financial status of the client produced with documentary evidence, the member reserves the right to probe a channel or source from which the client is receiving funds to carry on the trade. In such an event the authenticity or otherwise of the source of funds is established and if the source is proved to be questionable the client will be disabled from carrying on further trade and this agreement becomes void.
- In the true spirit of the agreement the Trading Member believes that each and every transaction done by the client is genuine. If any discrepancy is noticed in the transaction at any point of time later the management has every right to detect such discrepancy in order to take preventive/ corrective measure, which includes sending confidential, reports to the concerned authorities under the law. If malpractice continues in the trade even after sufficient educational advice has been given to the client, the client runs the risk of losing his trading rights, may be for a brief period or sine die.

#### **KYC - NORMS**

- The client must furnish all required information such as financial statements, client ledger, etc. completely
- It is the duty of the client to submit change in residential address with documentary evidence as defined under the field mandatory/ voluntary
- The updated financial statements must be submitted by the clients periodically to the Trading Member of their accord
- Besides the information submitted in KYC form, any other information relevant and pertinent to the letter and spirit or the KYC form may be gathered from the client. The client has to furnish such details as are required when called upon to do so.

Signature of the Client:	

# ADDITIONAL CLAUSES BETWEENT STOCK BROKER AND CLIENT' EXECUTED FOR NSE

To,	
	Managing Director
	MAH CAPITAL RESOURCES LIMITED 7, Linkway Estate, Malad Link Road,
	r, Linkway Estate, Marad Link Road, Ilad (West), Mumbai - 400064.
	ar Sir,
	Additional Clauses between Stock Broker and Client' for NSE
	I/ we hereby declare that I/we am/are not acting as sub-broker or remisier and doing business only on my/our personal behalf.
2.	A) I/we hereby agree that all the financial transactions between me/us and you shall be through account payee cheque/demand draft/ pay order and no cash transactions are permitted on either side. I/ we hereby further agree that any claim of cash transaction by either party shall not be entertained by the other party.
	B) I/ we hereby agree not to issue third party cheques/ demand drafts/ pay order for my/ our transactions with you.
	I/ we hereby agree to give/ take delivery of securities in demat mode from/to my/our beneficiary account only. I/ we hereby agree not to issue third party delivery instructions for my/our sale transactions. Further I/ we hereby agree not to deposit blank or unfilled delivery instructions with any of your office.
	I/ we hereby agree that the duly executed contract note issued by you shall only be valid and binding for all legal purposes.
	I/ we hereby accord my/our consent to you to do transactions in my/our account based on oral instructions over phone or otherwise. I/ we also undertake to raise objections, if any, in writing, with you within one day of receipt of contract note.
	I/ we hereby agree not to enter into any securities transactions/ financial transactions/ private deals with co- investors and employees/ franchisees/ associates of you and I/we am/are confined only to getting my/our orders executed on the trading terminals of the stock exchanges and settling those transactions as per the settlement schedules of the exchange.
7.	I/ we hereby agree to indemnify you full for any losses arising out of the delivery transactions in the securities held by me/ us or jointly with any other person/s.
8.	I/ we hereby accord my/our consent to you to debit my/our account to the extent of amount due by me to your depository division.
9.	I/ we agree to provide, my/our updated financial details on a yearly basis.
10.	I/ we agree to provide additional information, details, documents, etc. pertaining to me/us as required by NSE/ SEBI or any other statutory bodies from time to time.
Tha	anking you,
You	urs faithfully,
Sigr	nature of Client :
Nar	me of the Client :

Client Code

#### LETTER OF AUTHORITY

Client Name:
Client Code:
Date:
То,
NAMAH CAPITAL RESOURCES LIMITED. 207, Linkway Estate, Malad Link Road, Malad (West), Mumbai - 400064.

Dear Sir,

Sub: Letter of Authority - CASH/F&O/ Currency Derivative Segment of NSE

I/ We are dealing in securities with you at NSE in Cash/ Derivative & Currency Segment and in order to facilitate ease of operations, I/ we authorize you as under:

- 1. I/ we hereby authorize you to set-off outstanding in any of our accounts against credits available or arising in any other accounts maintained with you, irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the exchange or in any other exchanges and/ or against the value of cash margin provided to you by us.
- 2. I/ we hereby authorize you to keep all the securities which we give you in margin including the payout of securities received by me/us for meeting margin/ other obligation in stock exchange in whatever manner.
- 3. I/ we hereby request you to retain credit balance in any of my/ our account and to use the idle funds towards our margin/ future obligations at any of the Exchanges unless I/ we instruct you otherwise.
- 4. I/We am/are responsible for all orders, including orders that may be executed without the required margin, and I/we shall, whether or not the Stock Broker intimated such shortfall in margin to me/us, instantaneously make-up the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheque or money order or account transfer or any other mode.
- 5. I/ we request you to keep my/ our funds pay-out/ given in advance/given for margin purposes/ given as security deposit with you only without insisting for taking payment within 24 hours of pay-out. I/ we specifically request you for the payment and till that time, I/ we authorize you to retain the funds with you only. I/ we also request you to consider these funds towards various margins debited to my/our account from time to time.
- 6. I/ we am/are agreeable for & authorize you to with hold funds pay-out towards all the applicable margins and debits.
- 7. I/ we request you to kindly arrange to dispatch my/our contract note through courier/post within 24 hours of trade.
- 8. I/ we request you to keep my/our securities bought/excess delivered/given in advance with you only without insisting for delivery within 24 hours of pay-out. I/ we specifically request you for the delivery and till that time I/ we authorize you to retain the securities.
- 9. I/ we also request you to consider these securities towards various margins debited to my/our account from time to time.
- 10. I/ we also authorize you to debit the necessary demat charges charged from time to time, for keeping the shares in your client demat beneficiary account on my/ our behalf.
- 11. I/ we request you to retain securities in your demat account for my/our margin/ future obligations at all Exchanges, unless I/we instruct you to transfer the same to my/our account.
- 12. I/ we understand and agree that it is my/our responsibility to track and advice you to transfer the securities held in my/ our trading account to my/ our demat account for the purpose of availing the benefits of corporate actions
- 13. I/ we authorize you to transfer the credit balances from one exchange/ segment to another exchange/ segment as and when debit arises, I/ we authorize you to transfer the credit balances/ security balances lying in my/ our Stock Broking Account to my/our demat account and vice versa and when debit arises and/ or for margin requirements as and when required.
- 14. I/ we am/ are agreeable for inter-settlement transfer of securities towards settlements.
- 15. I/ we have a Trading as well as depository relationship with NAMAH CAPITAL RESOURCES LIMITED.., Please debit the charges relevant with depository services from my/our trading account. I/ we also agree to maintain the adequate balance in my trading account/ pay adequate advance fee for the said reasons.

- 16. I/we also authorize you to debit the financial charges @1.5% p.m. for the debit balances if any, in my/ our account and not settled as per the exchange requirements.
- 17. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.
- 18. I/ we agree that NAMAH CAPITAL RESOURCES LIMITED.. is not responsible for follow-up and applying for the benefits for corporate actions on my behalf for securities held in my/ our trading account and will not be held responsible by me/ us for any financial implications arising there to.
- 19. I/ we request you to kindly accept & execute all my/ our orders placed over phone as it is not possible for me/ us to visit your office and sign the order form every time I/ we place the orders with you. I/ we are/ are fully aware that you place the orders in my/our unique client code which are recorded & verifiable by me/us through the website of the exchange. I/ we confirm that I/we accept & settle the trades accordingly without any dispute whatsoever
- 20. I/ we hereby authorize you not to provide me Order Confirmation/ Modification/ Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/ we shall get the required details from contract notes issued by you.
- 21. I/ we request you to consider my/ our telephonic instructions for order placing/ order modification/ order cancellation as a written instruction and give me/ us all the confirmation on telephone unless instructed otherwise in writing. I/we am/ are getting required details from contracts issued by you.
- 22. I/ we request that you may send/dispatch me/us contract notes, other documents through E-mail; on my/our designated e-mail address of\_\_\_\_\_\_.
  I/ we will completely rely on the log reports of your dispatching software as a proof of dispatch of e-mail to me/ us.
- 23. If there is any change in my/our email ID or in the name or in the residential/corresponding address, the same shall be intimated to you in writing through physical letter within reasonable period of time. In respect of internet clients, the request for change of email ID may be made through the secured access by way of client specific user ID and password.
- 24. Trading of all Exchanges is in Electronic Mode, based on VSAT, Leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the reading system/ network, which may be beyond your control and may result in delay in processing or note processing buy or sell orders either in part or in full.
- 25. I/ we confirm that I/ we will never sublet the trading terminal on any term of connectivity, from my/ our place to any other place without your prior approval.
- 26. Compliance with prevention of money laundering act 2002, (PMLA) as amended till date and the rules regulations and guidelines framed there under:

I/We confirm that all the information which may be required by the stock broker to enable it to comply with the
provisions of the PMLA and the rules, regulations and guidelines framed thereunder has been disclosed including
issues related to "beneficial ownership", if any and also undertakes to provide the same on an on-going basis
whenever required. I/We agree to keep the stock broker informed of any change in the information provided
earlier in this regard immediately in writing.
Yours faithfully,

Signature of the Client:	

#### FORMAT OF RESOLUTION

ON LETTERHEAD OF COMPANY

Director

# CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_ AT THEIR MEETING HELD ON\_\_ RESOLVED THAT the Company do place orders with/give instructions to \_\_\_\_ for buying and selling index/stocks based futures and options on the currency, derivative segment of National Stock Exchange of India Limited (NSE) & cash segment of NSE. RESOLVED FURTHER THAT any one of the following Directors/Executives/Officers of the Company, whose specimen signatures are appended here under. No. Name of Authorised person Specimen Signature Be and are hereby authorized severally to $1. \quad Sign, execute and deliver orders, instructions letters, notes, contracts, share transfer forms and such other documents\\$ as may considered necessary form time to time for the aforesaid purpose, and 2. Take all such actions and do all such things, as may be deemed prudent, necessary and expedient for giving effect to the above resolution from time to time. RESOLVED FURTHER THAT the above resolution shall remain effective and in force till such time as a fresh resolution canceling or amending the same is passed by the Board of Directors of the Company is furnished to RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by any one of the Directors of the Company be furnished to and such other parties as may be required from time to time. **CERTIFIED TRUE COPY**

# Confirmation of Receipt of executed documents

Dear	Sir.
DCai	JII ,

With reference to my/our registration as Client with you, I/We hereby confirm that I/We have received copies of the Know Your Client Form (KYC), Rights & Obligations , Risk Disclosure Documents (RDD), Power of Attorney (POA ) (if any), Trading Account Related Details, Tariff sheet, Guidance Note, Policies & Procedures, Running Account letter & all other executed documents.

Name:	
Client Code:	
Signature of Client:	