



- ➔ Trading Account
- ➔ Demat Account
- ➔ Wealth Advisory
- ➔ Insurance







## Evermore Stock Brokers Pvt. Ltd.





Plot No:- 739, Phase-5, Udyog Vihar,  
Gurugram, Haryana - 122016

🌐 [www.evermore.in](http://www.evermore.in) ✉ [info@evermore.in](mailto:info@evermore.in) ☎ +912242229999

Trade Member Details	
Name	Evermore Stock Brokers (P) Ltd.
Regd. Off.:	Plot No:- 739, Phase-5, Udyog Vihar, Gurugram, Haryana - 122016
Corp/Correspondence Address:	Unit No.3 First Floor, Raghuleela Mega Mall Off. S.V. Road, Kandivali(W), Mumbai - 400067 Ph: +91 22 42229999 Fax: +91 22 42229988
	Email : backoffice@evermore.in Website: www.evermore.in
CEO Name:	Pramod Bothra, Phone No. +91 22 42229950 email: pb@evermore.in
Compliance Officer Name:	Madhvi Jain, Phone No. + 91 9004628285 email: mj@evermore.in

Exchange	 <b>NSE</b>	 <b>BSE</b>	 <b>MSEI</b>	 <b>CDSL</b>
Membership No.	07936	6437	59200	12072100
SEBI Membership No.				IN-DP-270-2016
Capital Market:	INB230793634			
Derivative Market	INF230793634			
Currency Market	INE230793634		INE260793634	
<b>Clearing Member</b>				
Capital Market:	Evermore	Evermore		
Derivative Market	IL&FS INF231133630	GLOBE INE230793634		
Currency Market	IL&FS INE231308334	GLOBE INE230793634	IL&FS INE231308334	

For any grievance/dispute please contact at the above mentioned address or email: [ig@evermore.in](mailto:ig@evermore.in) or Ph. 022-42229999. In case not satisfied with the response, please contact the concerned exchanged at:

 <b>SEBI</b> sebi@sebi.gov.in 022-26449000	 <b>NSE</b> ignse@nse.co.in 022-26754312	 <b>MSEI</b> investorcomplaints@msei.in 022-61129028	 Mahesh.ghadi@bseindia.com 022-22728517
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Bank Account Details	
HDFC Bank	Evermore Stock Brokers Pvt Ltd Client Ac Ac No. 00600340078143 IFSC CODE: HDFC0000060 Fort Mumbai.
Yes Bank	Evermore Stock Brokers Pvt Ltd Client Ac Ac No. 000183000000479 IFSC CODE:- YESB0000001 Worli Mumbai

DP Details						
Evermore Stock Brokers (P) Limited				12072100		
SR. NO.	NAME	DP ID/A/C	PURPOSE	NSDL/ CDSL	DP NAME	NSDL/CM-PBID
1	Client Beneficiary	1207210000000213	NSE& BSE	CDSL	ESBPL	
2	Client Margin Account	1207210000000228	NSE& BSE	CDSL	ESBPL	
3	NSE Pool Account	1207210000000192	NSE POOL A/C	CDSL	ESBPL	
4	NSE Pool Account	IN303403-10020353	NSE POOL A/C	NSDL	ARCH	CMBPID-IN567800
5	BSE Pool Account	IN303403-10015959	BSE POOL A/C	NSDL	ARCH	CMBPID-IN664376
6	BSE Pool Account	1207210000000481	BSE POOL A/C	CDSL	ESBPL	
7	NSE EARLY PAY IN	1100001100018923	EARLY PAYIN	CDSL	NSE	
8	BSE EARLY PAY IN	1100001000023536	EARLY PAYIN	CDSL	BSE	




Personal Details	Name		Father/Spouse Name	
			Mothers Name	
	Applicant status		Citizen	
	Date of birth		Gender	
	<b>Address Details</b>		Residential Status	
	Correspondence Address		Permanent Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
Email Id				
<b>Mandatory Details</b>				
Identity Proof	PAN NO			
Address Proof				
Aadhar Card	YES/NO			
Marital Status				

Bank Details	Bank Name			
	Branch Address			
	Account No		MICR No	
	A/C Type		IFSC Code	

D P Details	DP Name			
	DP Address			
	DP ID		Beneficiary/Client ID	

Trading & brokerage	Exchange	Segment	Plan	Signature
	NSE	Cash		
		Derivatives		
		Currency		
	BSE	Cash		
		Derivatives		
	Currency			
MCX-SX	Currency			



Preference	<b>Contract Note Preference</b>			
	Electronic		Physical	
	I wish to avail the facility of internet trading/ wireless technology			
	Trading Experience			
	Stock (years in Numbers)		Derivatives (years in Numbers)	

REQUIRED

<b>Past Action</b>	<b>Past Action</b> Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against you during the last 3 years. <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide the details in separate sheet.
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<b>FACTCA</b>	Occupation Type	Annual Income	
	Place of birth	Country	
	Politically Exposed Person	Related To Politically Exposed	
	Are you a tax resident (i.e., are you assessed for Tax) in any other country outside India? If yes Country		

<b>Declaration</b>	<ol style="list-style-type: none"> <li>1. I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am aware that I may be held liable for it.</li> <li>2. I confirm having read/been explained and understood the contents of the document on <b>policy and procedures of the stock broker</b> and the <b>tariff sheet</b>.</li> <li>3. I confirm having read and understood the contents of the '<b>Rights and Obligations</b>' document(s) and '<b>Risk Disclosure Document</b>'. I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of document has been displayed for information on stock broker's designated website, i.e. <a href="http://www.evermore.in">www.evermore.in</a></li> <li>4. I shall be responsible to the reporting agency which relies on this information for compliance with FATCA and CRS. I also confirm that I have read and understood the FATCA &amp; CRS Terms and Conditions below and hereby accept the same. I hereby authorize my broker/DP or any other intermediary to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me, including all changes, updates to such information as and when provided by me to Brokers /any other intermediary, their employees / RTAs ('the Authorized Parties') to any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me of the same. Further, I authorize to share the given information to other SEBI Registered Intermediaries/ and / or to any other regulated intermediaries registered with any other authorities / regulator/s including RBI / IRDA / PFRDA to facilitate single submission / update &amp; for other relevant purposes.</li> </ol>
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REQUIRED

Signed by the client  Name Date Place		
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## Depository Account

### Second Holder Details

Personal Details	Name		Father/Spouse Name	
			Mothers Name	
	Applicant status		Citizen	
	Date of birth		Gender	
	<b>Address Details</b>		Residential Status	
	Correspondence Address		Permanent Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			
	<b>Mandatory Details</b>			
Identity Proof	PAN NO			
Address Proof				
Aadhar Card	YES/NO			
Marital Status				
FATCA	Occupation Type		Annual Income	
	Place of birth		Country	
	Politically Exposed		Related To Politically Exposed	

D P Details	Bank Name		Branch Address	
	Account No		MICR No	
	A/C Type		IFSC Code	

Declaration	<p>I have received &amp; read the Rights and Obligations document agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I declare that the particulars given by me above are true and to the best of my knowledge as on the date of making this application. I agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me in this form. I further agree that any false / misleading information given by me or suppression of any material information will render my account liable for termination and suitable action</p>	 <p style="font-size: small; color: gray;">(Please do cross signed on photograph)</p>
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Place \_\_\_\_\_ Date \_\_\_\_\_




DEMAT

# Depository Account

## Third Holder Details

Personal Details	Name		Father/Spouse Name	
			Mothers Name	
	Applicant status		Citizen	
	Date of birth		Gender	
	<b>Address Details</b>		Residential Status	
	Correspondence Address		Permanent Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			
	<b>Mandatory Details</b>			
Identity Proof		PAN NO		
Address Proof				
Aadhar Card		YES/NO		
Marital Status				
FATCA	Occupation Type		Annual Income	
	Place of birth		Country	
	Politically Exposed		Related To Politically Exposed	

D P Details	Bank Name		Branch Address	
	Account No		MICR No	
	A/C Type		IFSC Code	

Declaration	<p>I have received &amp; read the Rights and Obligations document agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I declare that the particulars given by me above are true and to the best of my knowledge as on the date of making this application. I agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me in this form. I further agree that any false / misleading information given by me or suppression of any material information will render my account liable for termination and suitable action</p>		 <p>(Please do cross signed on photograph)</p>

Place \_\_\_\_\_ Date \_\_\_\_\_





# Nomination Form

Nominee Registration No:

Nominee 1

Dated:

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

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

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

<b>Personal Details</b>	Name		Relationship	
	Date of birth		Gender	
	<b>Address Details</b>		Residential	
	Communication Address		Communication Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			
	Percentage of shares		Residual securities	

<b>Guardian Details</b>	Name		Relationship	
	Date of birth		Gender	
	<b>Address Details</b>		Residential	
	Communication Address		Communication Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			

**NOMINEE**

\_\_\_\_\_  
 Nominee Signature  
 (Optional)  **N1**

# Nomination Form

Nominee 2

Personal Details	Name		Relationship	
	Date of birth		Gender	
	<b>Address Details</b>		Residential	
	Communication Address		Communication Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			
	Percentage of shares		Residual securities	

Guardian Details	Name		Relationship	
	Date of birth		Gender	
	<b>Address Details</b>		Residential	
	Communication Address		Communication Address	
	<b>Contact Details</b>			
	Landline No		Mobile No	
	Email Id			

NOMINEE

N2  
 \_\_\_\_\_  
 Nominee Signature (Optional)



### Declaration Details

1.	I/We instruct the DP to receive each and every credit in my/our account	
2.	I/We would like to instruct the DP to accept all the pledge instructions in my/our account without any other further instruction from my/our end	
3.	Account Statement Requirement	
4.	Is the account holder registered with any other Indian stockbroker DP Name: DP Address: DP ID: Beneficiary/Client ID:	
5.	I/We request you to send Electronic Transaction-cum-Holding Statement on mobile _____ and email _____ My relationship with the holder of above Mobile No. is: My relationship with the holder of above Email ID is:	
6.	I/We would like to share the email ID with the RTA	
7.	I/We would like to receive the Annual Report	
8.	Do you wish to receive dividend / interest directly in to your bank account given through ECS	
9.	MOBILE NO. _____ [[Mandatory, if you are giving Power of Attorney (POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).	
10.	I/We wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I/We have read and understood the Terms and Conditions prescribed by CDSL for the same.	
11.	CAS (Consolidated Account Statement)	
12.	I/We wish to avail the BSDA facility for the new account for which I/we have submitted our account opening form.  I/We have read and understood the regulatory (SEBI) guidelines for opening a Basic Services Demat Account and undertake to comply with the aforesaid guidelines from time to time. I/We also undertake to comply with the guidelines issued by any such authority for BSDA facility from time to time. I/We also agree that in case my/our demat account opened under BSDA facility does not meet the eligibility for BSDA facility as per guidelines issued by SEBI or any such authority at any point of time, mu/our BSDA account will be converted to regular demat account without further reference to me/us and will be levied charges as applicable to regular accounts as informed by the DP.	

### CHARGE STRUCTURE FOR DP CLIENTS

No.	PARTICULARS	Amount in Rs.
1.	Demat Account Opening Documentation charges FAX Indemnity Power of Attorney(POA) Stamp Duty Charges	FREE FREE 100/-
2.	Annual Maintenance	300/- Individual 800/- CM/Corporates/Others
3.	Account Closing Charges	FREE
4.	Demat	5/- per Certificate plus Rs.20/- per request plus courier charges
5.	Rematerialisation-per Certificate (courier charges extra)	15/-per 100/- securities or part thereof or Rs.15/- per certificate whichever is higher.
6.	Debit Transaction Market-Off market/ Inter Depository Custody Charges	12/-(within Evermore DP) Rs. 18/- Outside Evermore DP FREE
7.	Pledge Creation	25/- per ISIN
	Invocation	25/- per ISIN
	Closure	25/- per ISIN
8.	Other Transaction Late Transaction (Per Transaction) Transmission Nomination Modification of a/ c. detail Freezing/ Defreezing Failed Instruction Additional Statement(Quarterly) Additional Statement(Annually) Cheque Dishonoured charges (Per Instance) Additional DIS Book (per book)	10/- Free Free Free Free 10/- 25/- 50/- 100/- 25/-
9.	Easiest/ Easi	FREE





- ➔ Trading Account
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- ➔ Insurance



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🌐 [www.evermore.in](http://www.evermore.in) ✉ [info@evermore.in](mailto:info@evermore.in) ☎ +912242229999

# Welcome.

## Opening Your Evermore Trading Account

Dear

Welcome! We are glad to have you as our new client. We are truly thankful that you have chosen Evermore Stock Brokers Pvt Ltd. to handle your equity trading and portfolio management services related needs. We have been helping investors and traders for 21 years already. We make sure that you get only the best and most reliable service available.

We are enclosing here with some optional letter and undertaking which we require to open your account. Please read these letter / undertaking carefully and return to us along with KYC documents.

Please note that these are non mandatory documents.

Regards,

Pramod Bothra

### Check List for every account holder

- Completed and signed application form and other documents
- Proof of Identity – PAN Card
- Address Verification Document
- Photograph
- Bank Proof – Cancelled cheque with name printed on same

### Optional Account Forms

- Authorization to issue digitally signed electronic contract notes .....
- Running Account Authorization .....
- Authority to debit the Demat Account Operating Charges .....
- Authorization for Adjustment between Different Segments & Exchanges .....
- Mobile Phone Communication/SMS Alerts .....
- Availing of SMS and E-Mail Alerts .....

**We need your signatures!**

Look for  in the application form and sign there

## Information through E Mail

### Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5,  
Udyog Vihar, Gurugram,  
Haryana - 122016

Dear Sirs,

This is to inform you that I wish to receive the information as below mention on my registered

E-mail Id 1:

E-mail Id 2:

E-mail Id 3:

as provided in the KYC Form, for the purpose of receiving Electronic Contract Notes(ECN) through email id provided by me to Evermore Stock Brokers Pvt Ltd.

Please provide me the following documents:

- Digitally Signed Contract Notes/Bills
- Statement of Accounts/Ledgers
- Statement of Funds & Securities
- Margin Statement relating to my account
- Any other important notice, Circular or Communications including changes in the terms and conditions of service.

I understand that any change in my email ID can be made by you only against a physical letter personally signed by me.

I also understand that Non-Bouncing of the said information shall be construed as a valid deemed delivery of the same.

I also wish to receive e-mail alerts provided by exchanges (NSE, BSE, MSEI) through which I will get transaction details directly from the exchanges.

Failure on my part to check/verify my E-Mail account on regular basis shall not be a reason for disputing the receipt of the same, at any time and the payment obligations and transactions and trades shall be adhered to and cleared by me.

Thanking You,

Yours faithfully,

\_\_\_\_\_  

Client Name:

Client Code:



## Running Account Authorization

### Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5,  
Udyog Vihar, Gurugram,  
Haryana - 122016

Dear Sirs,

I have been/shall be dealing through you as my broker on the capital market and/or Futures & options segments/Currency Derivatives segments etc. As my broker, I voluntarily authorize you to carry out instructions given below.

I am aware that you have to deliver securities/make payments of funds to me for settlement of dealings as per the schedule in force at the relevant time pursuant to directives/regulations/circulars issued by exchanges/regulatory authorities. However, I find difficult to carry out repeated pay-in of funds and securities. Further, I also desire to use my securities and monies as margin/collateral without which we cannot deal/trade. Therefore I hereby authorize you to maintain Running Account(s) for me without you.

I also understand that the above instruction will remain valid from the date of signing of this authorization until revocation by me in writing.

I also declare that I have been duly informed, that I reserve the right to revoke this authorization at any time, and also understand that the revocation, if made by me, shall not be applicable against the outstanding obligations on the settlement date, and that you shall be entitled to retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges or make recovery of the outstanding dues payable by me to you.

I also understand that the actual settlement of funds and securities shall be done by you, as per my preference given below. While settling the Account, you shall send the 'statement of accounts' containing an extract from the ledger/statement of account for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities.

I also agree that I shall bring to your notice in writing any discrepancy or dispute arising from the statement of account within 7 working days from the date of receipt of funds/securities or statement, as the case may be.

I also agree that if the discrepancy or disputes, if any, in respect of the statement of account and/or statement of securities is not addressed to you in writing within 7 days by me then the statement of account and/or statement of securities sent by you to me by courier or by postal service or any other permissible mode of communication shall be deemed to be correct and stand deemed to be confirmed by me.

I further agree and confirm that such periodic settlement of running account may not be necessary, if I

- i. am availing margin trading facility as per SEBI circulars.
- ii. have provided funds received towards collaterals/margin in the form of bank guarantee(BG)/ Fixed Deposit receipts(FDR).

Please note that I would like the mandatory settlement of funds and securities(if applicable), as below to be made to me on the basis indicated below.(tick against your preference)

Quarterly Basis       Monthly Basis

**C2**

Client Name:

Client Code:

Note: This authorization shall be valid only if signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney.

## Authority to debit the Demat Account Operating Charges

### Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5,  
Udyog Vihar, Gurugram,  
Haryana - 122016

Dear Sir,

This has reference to my Trading & Depository Beneficiary accounts opened with Evermore Stock Brokers Pvt Limited, the particulars of which are as under.

Beneficiary Client ID	
Trading Account Code	

With regard to these accounts, and for the sake of my operating convenience, I request and authorize you to debit the bills raised by you, pertaining to the depository services, provided to me to my trading account only. Any such sum debited to my Trading account shall be binding on me, and shall not be objected to.

Kindly do the needful as requested.

Thanking You,

Yours faithfully,

\_\_\_\_\_  **C3**

Client Name:

Client Code:

## Authorization for Adjustment between Different Segments & Exchanges

### Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5,  
Udyog Vihar, Gurugram,  
Haryana - 122016

Dear Sir,

I understand that the regulations governing the Capital Market do not encourage adjustment of balances arising out of dealings of Clients in different segments or exchanges.

However while appreciating the above, I would like to avoid inconvenience of making and receiving multiple payments and also make potential use of my funds, in my opinion, this optimization is possible, if I can deal with my account with you on a consolidated basis.

I therefore request & voluntarily authorize you to consider my account on a consolidated basis, accordingly you may adjust Inter-Exchange or Inter-Segment, Debit & Credit balances with each other, without reference to me, the same shall not be objected to by me.

Thanking You,

Yours faithfully,

\_\_\_\_\_  **C4**

Client Name:

Client Code:

## Mobile Phone Communication/SMS Alerts

### Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5,  
Udyog Vihar, Gurugram,  
Haryana - 122016

Dear Sir,

Sub. : Mobile Phone Communication/SMS Alerts

This is to confirm that my registered mobile number, which is as under, is registered in my name/in the name of our organization of who is related to me as my spouse/Dependent child / Dependent Parent / Supporting Parent\* (Strike off the inapplicable) or our authorized person.

+ 9 1

Further, I hereby request and authorize you to provide any information relating to my account (Bill Summary/Receipts & Payments/ Available margin for next trading day and Stock deliveries etc.) with you by way of telephonic calls or SMS alerts.

Sending of the above information to me in the manner as above shall not be construed as violation of any "Do Not Disturb Registry (DND)" made by me.

I also wish to receive SMS alerts provided by exchanges (NSE, BSE, MSEI) through which I will get transaction details directly from the exchanges.

I understand that providing of the information in the above manner is an additional and voluntary service on your part, and therefore any failure on your part to provide any information in the above manner, for any reason what so ever, shall not give me a right to make a claim against you.

Delivery of any information made to me in the above manner shall be considered as valid delivery of the information so provided.

Thanking You,

Yours faithfully,

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

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

\*Please note that mobile number of any person other than your relatives mentioned above is not permitted to be used by you.

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

### Definitions:

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

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

### Availability:

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.

3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.

4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.

5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

### Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.

2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.

3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed





subject to the exclusive jurisdiction of the courts in Mumbai.

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

I have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time.

I further undertake to pay fee/ charges as may be levied by the depository from time to time.

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

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

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

BO ID	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	(Please write your 8 digit DPID)	(Please write your 8 digit Client ID)

Sole/First Holder's Name :




Second Holder's Name :

Third Holder's Name :

Mobile Number on which messages are to be sent  + 9 1   
 (Please write only the mobile number without prefixing country code or zero)

The mobile Number is registered in the name of :

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

First Holder	Second Holder	Third Holder
 <b>C6</b>	 <b>J1</b>	 <b>T1</b>

## SUB: UNDERTAKING / AUTHORISATION

***With respect to Member-Constituent Relationship and Mandatory and Voluntary (optional) Documents executed between us, I do hereby authorize Evermore to do the following:***

### **1. ORDER PLACEMENT INSTRUCTIONS**

I understand that you require written instructions from me for placing / modifying / canceling orders. However, since it is not practical for me to give written instructions for placing/modifying/canceling order. Even If I have facility to trade online through Internet and wireless technology, I may have to place orders by physically visiting /calling/ Emailing the Call centre / branch specified for the said purpose by EVERMORE in case of breakdown of internet connectivity or other similar reasons.

I hereby request you to kindly accept my, my authorized representative or mandate holder's verbal orders/instructions, in person or over phone and execute the same. I understand the risk associated with placement of verbal orders and accept the same. I shall not disown orders under the plea that the same were not placed by me provided I am sent ECN/Physical contract notes or trade confirmations through SMS and other modes. I indemnify EVERMORE and its employees against all losses, damages, actions which you may suffer or face, as a consequence of adhering to and carrying out my instructions for orders placed verbally.

### **2. ERRORS AND OMISSIONS**

I understand and agree that inadvertent errors may occur, while executing orders placed by me. In such circumstances EVERMORE shall make all reasonable efforts to rectify the same and ensure that I am not put to any monetary loss. I understand and agree that I shall not hold EVERMORE responsible beyond this and claim additional damages/loss. I understand and agree that my request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by EVERMORE.

### **3. NO MARKET MANIPULATION**

I undertake not to execute transactions, either singly or in concert with other clients,

which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self trades, etc or which could be termed as manipulative or fraudulent trades by SEBI/ Exchanges. In case I am found to be indulging in such activities, EVERMORE has every right to inform the Exchange/SEBI/other regulatory authority of the same and suspend/close my trading account.

### **4. NOT TO ACT AS UNREGISTERED SUB BROKER**

I undertake not to act as unregistered Sub-broker and deal only for myself and not on behalf of other clients. In case I wish to deal for other clients also, I undertake to apply to SEBI through EVERMORE to obtain a sub broker registration. In case EVERMORE perceives that I am acting as an unregistered sub broker, EVERMORE has the right to immediately suspend my trading account and close all open positions and adjust the credits (across all segments) against the dues owed by me to EVERMORE without the requirement of any notice from EVERMORE. Further, EVERMORE has the right to inform the concerned regulatory authorities about the same. In aforesaid eventuality, I agree and undertake to indemnify EVERMORE from any loss/ damage/claim arising out of such activity.

### **5. NOT DEBARRED BY ANY REGULATOR**

I confirm and declare that there is no bar on me imposed by any Exchange or any Regulatory and/or Statutory authority to deal in securities directly or indirectly. I agree to inform EVERMORE, in writing, of any regulatory action taken by any Exchange or Regulatory/ Statutory authority on me in future. In case I fail to inform the same and EVERMORE on its own comes to know of such action, EVERMORE has the right to suspend/close my trading

account and refuse to deal with me. Also, EVERMORE can at its sole discretion, close all the open positions and liquidate collaterals to the extent of debit balances, without any notice to me.

## 6. PMLA DECLARATION

I declare that I have read and understood the contents and the provisions of the PMLA Act, 2002, which were also explained to me by EVERMORE officials. I further declare that I shall adhere to all the provisions of PMLA Act, 2002.

I further undertake and confirm that;

a. I do not have any links with any known criminal

b. I am a genuine person and not involved or indulge knowingly or assisted, directly or indirectly, in any process or activity connected with the proceeds of crime nor I am a party to it. The investment money is derived from proper means and does not involve any black or Hawala money in any manner.

## 7. INDEMNIFICATION

I hereby indemnify and hold EVERMORE, its Directors and employees harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the EVERMORE directly or indirectly, relating to bad delivery of shares/ securities and/ or third party delivery, whether authorized or unauthorized and fake/forged/ stolen shares/ securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/ operations on the Exchange(s) and/ or proof of address, identity and other supporting/ documents provided by me at the time of registration and/ or subsequently.

## INDEMNITY OF JOINT HOLDINGS

I hereby agree to indemnify and hold the EVERMORE harmless from any claims, demands, actions, proceedings, losses, damages, liabilities, charges, and /or expenses arising from transactions in securities held jointly by me with any other person or persons, if any.

## 8. MUTUAL FUND SERVICE SYSTEM (MFSS) FACILITY

I am interested in availing the MFSS facility

of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS of the Exchange. For the purpose of availing the MFSS facility, I state that "Know Your Client" details as submitted by me for the opening of Trading Account may be considered for the purpose of MFSS and I further confirm that the details contained in same remain unchanged as on date. I am willing to abide by the terms and conditions as has been specified and as may be specified by the Exchange from time to time in this regard. I shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI). I shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I choose to subscribe/redeem. I further agree to abide by the terms and conditions, rules and regulations of the respective Mutual Fund Schemes subscribed by me.

## 9. DELAYED PAYMENT CHARGES

I understand that in case my account is in debit balance and/or if I have insufficient funds to manage my trading positions, I will be charged interest as delayed payment charges. I confirm having read the rules & regulations pertaining to the levy of such interest under the policies & procedures page on EVERMORE's website.

## 10. NRI DECLARATION

I understand that if the sole/first applicant has or attains NRI Status, investments in scheme of mutual funds can be made only upon providing Foreign Inward Remittance Certificate (FIRC) to EVERMORE every time the investment is made.

### A. THIRD-PARTY PAYMENTS

EVERMORE shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along-with adequate proof thereof as per proforma prescribed by EVERMORE. EVERMORE shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above.













- ➔ Trading Account
- ➔ Demat Account
- ➔ Wealth Advisory
- ➔ Insurance



## Evermore Stock Brokers Pvt. Ltd.

Plot No:- 739, Phase-5, Udyog Vihar,  
Gurugram, Haryana - 122016

🌐 [www.evermore.in](http://www.evermore.in) ✉ [info@evermore.in](mailto:info@evermore.in) ☎ +912242229999

Trade Member Details	
Name	Evermore Stock Brokers (P) Ltd.
Regd. Off.:	Plot No:- 739, Phase-5, Udyog Vihar, Gurugram, Haryana - 122016
Corp/Correspondence Address:	Unit No.3 First Floor, Raghuleela Mega Mall Off. S.V. Road, Kandivali(W), Mumbai - 400067 Ph: +91 22 42229999 Fax: +91 22 42229988
	Email : backoffice@evermore.in Website: www.evermore.in
CEO Name:	Pramod Bothra, Phone No. +91 22 42229950 email: pb@evermore.in
Compliance Officer Name:	Madhvi Jain, Phone No. + 91 9004628285 email: mj@evermore.in

Exchange	NSE	BSE	MSEI	CDSL
Membership No.	07936	6437	59200	12072100
SEBI Membership No.				IN-DP-270-2016
Capital Market:	INB230793634			
Derivative Market	INF230793634			
Currency Market	INE230793634		INE260793634	
<b>Clearing Member</b>				
Capital Market:	Evermore	Evermore		
Derivative Market	IL&FS INF231133630	GLOBE INE230793634		
Currency Market	IL&FS INE231308334	GLOBE INE230793634	IL&FS INE231308334	

For any grievance/dispute please contact at the above mentioned address or email: [ig@evermore.in](mailto:ig@evermore.in) or Ph. 022-42229999. In case not satisfied with the response, please contact the concerned exchanged at:

 SEBI <a href="mailto:sebi@sebi.gov.in">sebi@sebi.gov.in</a> 022-26449000	 NSE <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a> 022-26754312	 MSEI <a href="mailto:investorcomplaints@msei.in">investorcomplaints@msei.in</a> 022-61129028	 BSE <a href="mailto:Mahesh.ghadi@bseindia.com">Mahesh.ghadi@bseindia.com</a> 022-22728517
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Bank Account Details	
HDFC Bank	Evermore Stock Brokers Pvt Ltd Client Ac Ac No. 00600340078143 IFSC CODE: HDFC0000060 Fort Mumbai.
Yes Bank	Evermore Stock Brokers Pvt Ltd Client Ac Ac No. 000183000000479 IFSC CODE:- YESB0000001 Worli Mumbai

DP Details						
Evermore Stock Brokers (P) Limited				12072100		
S.R. NO.	NAME	DP ID/A/C	PURPOSE	NSDL/ CDSL	DP NAME	NSDL/CM-PBID
1	Client Beneficiary	1207210000000213	NSE& BSE	CDSL	ESBPL	
2	Client Margin Account	1207210000000228	NSE& BSE	CDSL	ESBPL	
3	NSE Pool Account	1207210000000192	NSE POOL A/C	CDSL	ESBPL	
4	NSE Pool Account	IN303403-10020353	NSE POOL A/C	NSDL	ARCH	CMBPID-IN567800
5	BSE Pool Account	IN303403-10015959	BSE POOL A/C	NSDL	ARCH	CMBPID-IN664376
6	BSE Pool Account	1207210000000481	BSE POOL A/C	CDSL	ESBPL	
7	NSE EARLY PAY IN	1100001100018923	EARLY PAYIN	CDSL	NSE	
8	BSE EARLY PAY IN	1100001000023536	EARLY PAYIN	CDSL	BSE	

## **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 there under.

**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



shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

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

## LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

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

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.

2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.

3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.

5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and

undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker

6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/ password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.

7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/ password in any manner whatsoever.

8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.

9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

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

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

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

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

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

losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

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

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

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

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

**1.1 Risk of Higher Volatility:** Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities /

derivatives contracts than in active securities / derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

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

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

**1.3 Risk of Wider Spreads:**

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

**1.4 Risk-reducing orders:**

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit

losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

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

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

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

**1.5 Risk of News Announcements:**

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

**1.6 Risk of Rumors:**

Rumors about companies / currencies at times float in the market through word of mouth,

newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

### **1.7 System Risk:**

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

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

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

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

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

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

**2.1 Effect of "Leverage" or "Gearing":** In the derivatives market, the amount of margin is small relative to the value of the derivatives

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

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

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

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

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

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

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

2. 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.

### **2.2 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.

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

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

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

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

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

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

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

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

### **4. GENERAL**

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

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



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

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

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

### **TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by

you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.

9. Don't share your internet trading account's password with anyone.

10. Don't make any payment in cash to the stock broker.

11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/demat account.

12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive

trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

### **DISPUTES/ COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

## **POLICIES & PROCEDURES**

### **Client Registration**

In order to ensure proper compliance with various Notices/Circulars /Guidelines issued by SEBI/Exchanges and uniformity the Company has prescribed the **Policies & Procedure** as under for guidance of all employees in HO/all Branches which is to be strictly followed by all.

#### **1. Refusal of orders for penny stocks**

There is no formal list of the “Penny Stocks” issued by the Exchanges/SEBI. However there are shares of certain companies which are called/known as “Penny Stocks” in the Market. These shares may be part of the list of “Illiquid Stocks” issued by the Exchanges from time to time but not necessarily so in all cases. As dealing in these stocks (in physical form or demat form) is risky the Company (as a stock broker) may decline to carry out Buy/Sale Order/s of any client for so called “Penny Stock”

#### **2. Setting up of Client’s Exposure limits**

The Company will fix the limit in value for each and every Client for which Buy/Sell Order/s of any particular Client will be executed in normal course based on “Income level” for the year confirmed by the Client and other considerations. The Company will not disclose the rationale / logic of their decision (about fixation of the monetary limit). However if requested by the Client for any specific transaction/s to be carried out as a special case then it may be considered on merit.

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

At present SEBI permits maximum brokerage @ 2.5%.The Company charge brokerage to their Clients at the rate/s below this maximum limit. Each client will be intimated the rate at which brokerage will be charged to him / her / it. This rate will be revised by the Company

based on volume of the Client’s business / market conditions / other relevant factors. Any change in the rate of brokerage will be intimated to the Client in writing in advance.

#### **4. Imposition of penalty /delayed payment charges by either party –Rate/ Period**

All Clients who have agreed to have a “Running Account” with the Company will have to make payments due to the Company on due date/s. In all cases if payment is not made to the Company on due date penalty / delayed payment charges for delay in payment of amount relating to settlement, margin or any other dues relating to securities transactions @ 18 % per annum. These charges shall be levied from the date of debit balance till the credit of payment in your bank account.

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

In case any particular Client has failed to make payment on due date then the Company will sell that particular client’s securities or close that particular client’s position, without giving notice to the client on account of non-payment of dues.

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

In case of BSE, shortages arising out of Internal Netting of trades are given for self auction to the exchange through exchange mechanisms.

In case of NSE, shortages arising out of Internal Netting of trades, client shortages are closed out by company at 10% above the closing rate of that particular scrip of auction date.



In case of shortages due to Internal Netting of trades if the Company is required to pay any penalty to the Exchange/s it will be charged to the Client concerned.

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

It is to be noted that under following circumstances any Client will not be allowed to take further position or the Company may close that particular Client’s position (i) If the particular Client is a Defaulter of amount due to the Company (ii) Value of the Collateral is not sufficient to meet the Losses incurred by the Client (iii) If according to the Company Market Conditions has turned or likely to turn unfavorable based on the information available or it is the view of the matter taken by the Company. (iv) That particular Client is barred from Trading on the Exchange/s by SEBI/Exchange/s.

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

It is to be noted that under following circumstances any particular Client’s Account may be Suspended / Closed

(i) On receipt of Written Instruction from that particular Client

(ii) that particular Client is barred from Trading on the Exchange/s by SEBI/Exchange/s

(iii) The particular Client who has defaulted in making payment on due date to the Company

(iv) on receipt of any adverse information by the Company about the particular Client.

**9. Deregistering a client.**

It is to be noted that any particular Client/s who is/are covered under any of the following category will be deregistered.

(i) that particular Client/s is/are barred from Trading on the Exchange/s by SEBI/Exchange/s (ii) The particular Client who has defaulted in making payment on due date to the Company (iii) on receipt of any adverse information by the Company about the particular Client (iv) The Client NOT trading through the Company continuously for more than 12 months.

**10. Treatment of Inactive Accounts**

The Clients who are inactive for the period of six months will be locked for further trading in order to avoid erroneous punching of order. Such customers can get their accounts activated by orally requesting their relationship manager or sub-broker.

## **Rights and Obligations of Beneficial Owner and Depository Participant as Prescribed by SEBI and Depositories**

### **General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.

2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### **Beneficial Owner information**

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.

4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### **Fees/Charges/Tariff**

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between

the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"

6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.

7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

### **Dematerialization**

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

### **Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and/or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

## Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

## Statement of account

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

14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

## Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat

account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

## Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

## Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

