

Member: National Stock Exchange of India Ltd.  
BSE Ltd.  
MSE Stock Exchange of India Ltd.



## CLIENT REGISTRATION FORM

### VIBRANT SECURITIES PVT LTD

Regd. & Admn. Office : 103A, Horniman Circle Chambers, S.A. Brelvi Road, Mumbai - 400 001.  
Tel : 4213 4213 / 15 • Fax : 4213 4203 E-mail : [contactus@vibrantsecurities.com](mailto:contactus@vibrantsecurities.com) Website :  
[www.vibrantsecurities.com](http://www.vibrantsecurities.com)

### FOR OFFICE USE ONLY

CKYC No.:		App. No.:	
Name :			
UCC :		Group Code :	
Date :		City :	

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Name of Stock Broker / Trading Member / Clearing Member		VIBRANT SECURITIES PVT LTD		
SEBI Registration No. & Date		NSE Cash - INZ000220733 & Dated - 31-01-2019 NSE F&O - INZ000220733 & Dated - 31-01-2019 NSE Currency - INZ000220733 & Dated - 31-01-2019 BSE Cash - INZ000220733 & Dated - 31-01-2019 BSE F&O - INZ000220733 & Dated - 31-01-2019 MSEI - INZ000220733 & Dated - 31-01-2019  NSE Member Code - 06458 BSE Member Code - 3196, MSEI Member Code-37000		
Registered Office Address		103-A,Horniman Circle Chambers, S.A. Brelvi, Fort, Mumbai - 400 001. Tel : 4213 4213 / 15		
Correspondence Office Address		103-A,Horniman Circle Chambers, S.A. Brelvi, Fort, Mumbai - 400 001. Tel : 4213 4213 / 15		
Compliance Officers Name, Tel No. & Email ID		Ekta Vyas, 42134227/42134229 ekta@vibrantsecurities.com		
CEO Name, Tel No. & Email ID		Manish Arvind Parikh, 42134218,manish@vibrantsecurities.com		
For any grievance/dispute please contact stock broker M/s. Vibrant Securities Pvt Ltd. at the above address or Email ID: investorgrievance@vibrantsecurities.com_and Tel: 42134216. In case not satisfied with the response, please contact the concerned exchange(s) at BSE (Tel No: 022 2272 8097 & Email: is@bseindia.com), NSE (Tel. No: 022 26598190 & Email: ignse@nse.co.in ), MSEI Email: investorscomplaints@msei.in Tel: 022-6731 9088				

## INSTRUCTIONS FOR FILLING KYC FORM

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

### B. Exemptions/clarifications to PAN

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

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

### C. List of people authorized to attest the documents:

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

## CHECK LIST FOR FILLING KYC FORM

(Please tick against documents provided)

- A. Proof of Identity (POI): - List of documents admissible as Proof of Identity:
1. (a) Unique Identification Number (UID) (Aadhaar)  
(b) Passport (c) Voter ID card (d) Driving License
  2. PAN card with photograph
  3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
- B. Proof of Address (POA): - List of documents admissible as Proof of Address:  
(\*Documents having an expiry date should be valid on the date of submission.)
1. (a) Passport (b) Voters Identity Card (c) Ration Card  
(d) Registered Lease or Sale Agreement of Residence  
(e) Driving License/ Flat Maintenance bill  
(f) Insurance Copy
  2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill (Not more than 3 months old).
  3. Bank Account Statement / Passbook (Not more than 3 months old).
  4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
  5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
  6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
  7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
  8. The proof of address in the name of the spouse.
- D. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
- E. Demat master or recent holding statement issued by DP bearing name of the client.
- F. Additional documents in case of trading in derivatives segments - illustrative list: Copy of ITR Acknowledgment Copy of Annual Accounts  
In case of salary income - Salary Slip Copy of Form 16  
Net worth certificate Copy of demat account holding statement Bank account statement for last 6 months  
Any other relevant documents substantiating ownership of assets. Self declaration with relevant supporting documents.  
\*In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.

### For Individuals:

- a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

For Non-individuals: (a) Form need to be initialized by all the authorized signatories. (b) Copy of board resolution of declaration (on the letterhead) naming the Person authorised to deal in securities on behalf of company/ firm/others and specimen signature.

**MANDATORY**


**In case of Non-individuals, additional documents to be obtained from non-individuals over & above the POI & POA, as mentioned below: (Please tick against documents provided)**

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

**ANNEXURE - 2**
**KNOW YOUR CLIENT (KYC) APPLICATION FORM**

Please fill this form in **ENGLISH** and in **BLOCK LETTERS**

For Individuals


IDENTITY DETAILS									
Name of the Applicant									
Father's / Spouse Name									
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	Marital status		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried					
Date of birth		Nationality							
Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National								
PAN		Unique ID No./Aadhaar, if any:							
Specify the proof of Identity submitted									
ADDRESS DETAILS									
<input type="checkbox"/> Residence Address				Perm. Add. (If different from Resid. Add. or overseas Add. mandatory for Non-Resi. Applicant)					
City		Pin		City		Pin			
State		Country		State		Country			
Resi No. (s)		Off. No. (s)							
Fax No. (s)									
Mobile No.									
Email									
Specify the proof of add. submitted for Residence Add.									
2. Occupation (please tick any one and give brief details)		<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others							
		3. Please tick, if applicable <input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)							
4. Any other information									
DECLARATION									
I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.									
Name			Date		Signature of Applicant		② 		
Place									
FOR OFFICE USE ONLY									
(Originals verified)		Signature of the Authorised Signatory				Seal/Stamp of the intermediary			
		Name							
		Signature							
(Self-Attested Document Copies Received)		Designation							
		Date							



## KNOW YOUR CLIENT (KYC) APPLICATION FORM

Please fill this form in ENGLISH and in BLOCK LETTERS


For Non-individuals


IDENTITY DETAILS							
Name of the Applicant							
Date of incorporation		Place of incorporation :					
Date of commencement of business							
PAN		Registration No. (e.g. CIN)					
Status (please tick any one): Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify)							
ADDRESS DETAILS							
Correspondence. Address.				Regd. Add.(If different from Corps. Add.)			
City		Pin		City		Pin	
State		Country		State		Country	
Resi No. (s)		Off. No. (s)					
Fax No. (s)							
Mobile No.							
Email							
Specify the proof of add. submitted for Corps. Add.							
Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: Please provide details on Annexure A. attached.							
UID of Promoters / Parters / Karta and DIN whole time directors :							
Please tick, if applicable, for any of your authorized signatories /							
Promoters / Partners / Karta / Trustees / whole time directors: Politically Exposed Person (PEP) / Related to a							
Politically Exposed Person (PEP)							
DECLARATION							
I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we aware that I/we may be held liable for it.							
Name of Auth Signatory:				Signature			
Place		Date		③ 			
FOR OFFICE USE ONLY							
(Originals verified)	Signature of the Authorised Signatory			Seal/Stamp of the intermediary			
	Name						
	Signature						
(Self-Attested) And Document Copies Received	Designation						
	Date						


## ANNEXURE - A


Securities Pvt. Ltd.


Photographs of Promoters/Partners/Karta/Trustees and Whole time directors and of persons authorized to deal in securities.

Name				④	 Sign across the Photograph excluding face
Residential Address					
Telephone No.		Mobile			
Income Tax PAN No.					
UID		DIN			
					Promoter/Partner/Karta Trustees/Whole Time Directors/ Authorised Person

Name				⑤	 Sign across the Photograph excluding face
Residential Address					
Telephone No.		Mobile			
Income Tax PAN No.					
UID		DIN			
					Promoter/Partner/Karta Trustees/Whole Time Directors/ Authorised Person

Name				⑥	 Sign across the Photograph excluding face
Residential Address					
Telephone No.		Mobile			
Income Tax PAN No.					
UID		DIN			
					Promoter/Partner/Karta Trustees/Whole Time Directors/ Authorised Person

Name				⑦	 Sign across the Photograph excluding face
Residential Address					
Telephone No.		Mobile			
Income Tax PAN No.					
UID		DIN			
					Promoter/Partner/Karta Trustees/Whole Time Directors/ Authorised Person

Name				⑧	 Sign across the Photograph excluding face
Residential Address					
Telephone No.		Mobile			
Income Tax PAN No.					
UID		DIN			
					Promoter/Partner/Karta Trustees/Whole Time Directors/ Authorised Person



For Individuals &amp; Non-individuals

## ANNEXURE - 3








### Trading Account Related Details

BANK ACCOUNT(S) DETAILS					
No.	MICR No.	Bank Name Branch Add. & Tel. No.	A/c Type	Account No.	IFSC Code
1			Savings/Current		
2			Other in cash of NRI/NRE/NRO		
3					

Please provide Cancelled Cheque leaf for MICR &amp; IFSC Code

DEPOSITORY ACCOUNT(S) DETAILS					
No.	Depository Participant Name	DP ID No.	BO ID	Beneficiary Name	Depository Name
1*					
2					
3					

\*Shares bought by you will be transferred to your DP A/c stated by you at Sr. No. 1

TRADING PREFERENCES			
*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.			
Ex. Segment	Cash	Derivatives	Currency Derivatives
BSE	⑨ 		
NSE	⑩ 	⑪ 	⑫ 
MSEI	⑬ 	⑭ 	⑮ 

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

### OTHER DETAILS

Gross Annual Income details (please specify) : Income Range per annum

<input type="checkbox"/> Below Rs 1 Lac	<input type="checkbox"/> Upto Rs. 1,00,000/-	<input type="checkbox"/> Rs. 1,00,001/- to Rs. 5,00,000/-	<input type="checkbox"/> Rs. 5,00,001/- to Rs. 10,00,000/-
<input type="checkbox"/> Rs. 10,00,001/- to Rs. 25,00,000/-	<input type="checkbox"/> Rs. 25,00,001/- to 1 crore	<input type="checkbox"/> > 1 crore	

Move to trading account relating details Or Net worth as on Date : \_\_\_\_\_

Rs. \_\_\_\_\_ (Net worth should not be older than 1 year)

Occupation (please tick any one and give brief details)	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Service	<input type="checkbox"/> Business Student
	<input type="checkbox"/> Professional	<input type="checkbox"/> Agriculturist	<input type="checkbox"/> Retired	<input type="checkbox"/> Housewife
Please tick, if applicable	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)			
Any other information				

Whether dealing with any other stock broker/Authorised Person (if in case dealing with multiple stock brokers/Authorised Person, provide details of all)

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

ADDITIONAL DETAILS	
Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):	
Specify your Email id, if applicable:	
Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):	
Number of years of Investment/Trading Experience:	
Any other information	

INTRODUCER DETAILS (Optional)			
Name		Signature of Introdurers	
Add. & Introdurers Tel.			
Status of the Introdurer: Sub Broker / Remisier / Authorized Person / Existing Client / Others, please specify_____			

In case of non-individuals, name designation PAD, UID, Signature, Residential address and photographs of persons authorised to deal in securities on behalf of company / form/others: \_\_\_\_\_


#### NOMINATION DETAILS (FOR INDIVIDUAL ONLY)

<input type="checkbox"/> I / We wish to nominate		<input type="checkbox"/> I / We do not wish to nominate	
Name of Nominee		Relation with Nominee	
Address		PAN No.	
		Tel. No.	
If Nominee is a minor, details of Guardian		Date of Birth	
Name of Guardian			
Address & Tel No.		Signature of Guardian	
Witnesses (Only applicable in case the account holder has made nomination)			
Name		Name	
Address		Address	
Signature		Signature	

#### DECLARATION

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

Information on stock broker's designated website, if any. Website : [www.vibrantsecurities.com](http://www.vibrantsecurities.com)

Name		Signature	(16) 
Place		Date	
		Client of (ath)Authorised Signatory (ies)	
FOR OFFICE USE ONLY			
UCC Code allotted to the Client:			
Documents verified with Originals	Client Interviewed	In person Verification done by	
Name of the Employee			
Signature			
Designation of the Employee			
Employee Code			
Date			

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

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

Signature of the Authorised Signatory

Seal/Stamp of the stock broker

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

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

**CLIENT INFORMATION**

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

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

## **BROKERAGE**

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

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

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

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

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



## LAW AND JURISDICTION

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

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

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

## ANNEXURE - 5

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

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

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

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

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

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

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

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

#### 1. BASIC RISKS:

##### 1.1 Risk of Higher Volatility:

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

##### 1.2 Risk of Lower Liquidity:

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

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

##### 1.3 Risk of Wider Spreads:

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and



higher volatility may result in wider than normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

#### 1.4 Risk-reducing orders:

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

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

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

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

#### 1.5 Risk of News Announcements:

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

#### 1.6 Risk of Rumors:

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

#### 1.7 System Risk:

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

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

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

#### 1.8 System/Network Congestion:

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

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

##### 2.1 Effect of "Leverage" or "Gearing":

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

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

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such

movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## 2.2 Currency specific risks:

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

## 2.3 Risk of Option holders:

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

## 2.4 Risks of Option Writers:

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

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

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

## 4. GENERAL

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

## HUF DECLARATION

Date :

To,

### VIBRANT SECURITIES PVT LTD

103- A, Horniman Circle CHAMBERS, S.A.BRELVI ROAD, FORT, MUMBAI-400001.

Dear Sir, hereby request you to open our trading account with you, for our HUF. Being Karta of my family, I hereby declare that following is the list of family members in our HUF, as on date of Application,i.e.\_\_\_\_\_.

SR. NO.	NAME OF FAMILY MEMBERS	RELATIONS	DATE OF BIRTH	CO-PARCENERS SIGN.

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date for making this Application to open new Account.

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that any changes in the constitution of HUF will be intimated by me.

Thanking you,

Yours truly,

\_\_\_\_\_ Signature (Please Affix the stamp of HUF)

## Declaration to be given by Partnership on Letter Head of the Firm

**MANDATORY**

Date :

To,

### VIBRANT SECURITIES PVT LTD

103-A, Horniman Circle Chambers, S.A. BRELVI ROAD, FORT, MUMBAI-400001.

Dear Sir,

We refer to the trading account being opened/opened with you in the name \_\_\_\_\_ and declare and authorize you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partner of the firm.

We agree that the obligations for shares purchased and /or sold by the firm will be handled and completed through transfer to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We hereby authorize \_\_\_\_\_, partner in the firm to execute / sign and submit such documents, agreements, deeds etc. as any be necessary to enter into the Mandatory and Voluntary Client Registration Documents and engage in business with **VIBRANT SECURITIES PVT LTD** and to place order for buying and selling of securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in family accounts.

NAME OF PARTNERS (IN BLOCK LETTERS)	SIGNATURE

## POLICIES & PROCEDURES

### A. Policy for Penny Stock:

**Vibrant Securities Pvt Ltd.** (hereinafter referred to as "VSPL") discourage/ restricts the trade in penny stock as per the Risk Management Policy of the Company. The penny stock for this purpose will include the following:

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure.

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

As a part of Risk Management Policy of VSPL, without prior notice to the clients, VSPL may from time to time impose and vary limits on the orders that the client can place through the VSPL trading system (including exposure limits, turnover limits, limits as to the number, value and/ or kind of securities in respect of which orders can be placed etc). VSPL would have the sole discretion on setting these limits based on its risk perception of the client, margin received from the client, market conditions and other factors but not limited to limits on account of exchange /SEBI directions/limits (such as broker level/market levels limits in security specific volume specific exposures etc.). VSPL shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the VSPL'S trading system on account of any such variation, reduction or imposition of limits. VSPL may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by VSPL/exchange/SEBI and any other reasons which the VSPL may deem appropriate in the circumstances. Losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client only.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception.

In case of exposure taken on the basis of shares, margin payment, required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

### C. Applicable brokerage rate:

Brokerage Rate will be charged within the limits prescribed by SEBI/Exchange. The applicable brokerage rate is mentioned in the KYC and any future change in the brokerage rate will be communicated to the client in writing.

### D. Imposition of penalty / delayed payment charges:

The clients are required to settle the pay-in/provide margin within the time limits provided by Exchanges / SEBI/VSPL risk management system. In case the clients fails to provide the same, clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. This is only a penal measure and brings in discipline in the clients to clear the dues in time as VSPL had to clear its obligations to the Exchange as per the time limits set by the Exchanges.

The client shall be liable to pay VSPL brokerages, Statutory, levies to the stock exchanges, transaction expenses, delayed cheque bounce charges. as specified in the tariff sheet as they apply from time to time to the client's account/transaction/services that the client avails from VSPL. Further where VSPL has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

### E. The right to sell client's securities or close clients' positions, without giving notice to the client along with sufficient margin calls, on account of non- payment of client's dues (limited to the extent of margin / Settlement obligation) As a part of Risk Management System of VSPL, without prejudice to VSPL'S other right (Including the right to refer the matter to arbitration), VSPL shall have the sole discretion to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, trade related outstanding obligation etc and adjust the proceeds of such liquidation/close out, if any, against the clients trade related liabilities/obligations.



The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all trade related losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or as permitted by exchange , VSPL is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the trade related losses based on actual executed prices, due to client fault.

**F. Shortages in obligations arising out of internal netting of trades:**

VSPL shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the VSPL from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a) The Short delivering client is provisionally debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange +10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- c) In cases of securities having corporate actions all cases of short delivery come transactions which cannot be auctioned on come basis, it would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

- G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client We have margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their pay-in trade related obligation/outstanding obligations.

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

VSPL can suspend / close the client and also withhold the pay-outs of the client if there is any judicial or/ and regulatory order/action requiring suspension /closure of the client account. VSPL can also suspend/close the client account if it observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account.

VSPL may also temporarily suspend/close the client account if there is no activity in the client account for a period of 6 months 1. Inactive Account, as deemed fit by the stock broker from time to time.

VSPL, on the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

## **I. Deregistering a Client:**

The client has the option to de-register his account after settling his account with VSPL . The client would be liable to pay all trade related dues in his account before de-registration.

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

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

## **J. Inactive Client Account:**

The clients who have not traded for last more than 180 days has to be marked as "Inactive Account". There are checks in the systems for the inactive accounts. The Funds and/or Securities lying in these Inactive Client Accounts, will be transferred to their respective accounts .To activate the said inactive accounts one needs to provide the request letter for the activation of the code. After due verification, the accounts will be activated.

## **K. Client Acceptance of Policies and Procedures stated hereinabove:**

I/We have fully understood the same and do hereby sign the same. These Policies and Procedures may be amended / changed by the broker, provided the change is informed to me / us with at least 15 days advance through any one or more approve means or methods. These Policies and Procedures shall always be read always be read along with the Mandatory and Voluntary Client Registration Documents and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

The above policies and procedures are subject to change / updation by VSPL from time to time. By giving 15 days prior notice in writing The updated policies and procedures of VSPL shall be sent to the client in writing and also posted on the website of VSPL [www.vibrantsecurities.com](http://www.vibrantsecurities.com). Clients are required to refer to the updated policies and procedures and abide by the same.

CASH SEGMENT					
	Trading			Delivery	
	Minimum Rs.	Percent		Minimum Rs.	Percent
		1st side	2nd Side		
General Rates					
Special Rates					

EQUITY FUTURES					
	Same Day			Any Day	
	Minimum Rs.	Percent		Minimum Rs.	Percent 2nd Side
		1st side	2nd Side		
General Rates					
Special Rates					

EQUITY OPTION					
	Same Day			Any Day	
	Minimum Rs.	Percent		Minimum Rs.	Percent 2nd Side
		1st side	2nd Side		
General Rates					
Special Rates					

CURRENCY FUTURES					
	Same Day			Any Day	
	Minimum Rs.	Percent		Minimum Rs.	Percent 2nd Side
		1st side	2nd Side		
General Rates					
Special Rates					

CURRENCY OPTION					
	Same Day			Any Day	
	Minimum Rs.	Percent		Minimum Rs.	Percent 2nd Side
		1st side	2nd Side		
General Rates					
Special Rates					

- The above rates are exclusive of transaction charge, Stamp Duty, Securities Transaction Tax, Service Tax, Sebi Fees, which will be charged extra at the rate prevailing from time to time.
- The General rates as mentioned here shall be applied unless the special rates as may be agreed by the subbroker/Authorised Person/Introducer and client and the same are mentioned here.

(18) 

X

\_\_\_\_\_  
Client's Signature\_\_\_\_\_  
Signature of Sub-broker /  
Authorised Person / Introducer\_\_\_\_\_  
Signature of Broker**Note:**

Brokerage changes will not exceed the rate specified by SEBI / Exchange.  
All Statutory & Regulatory charges will be levied at actual.



DISCLOSURE IN TERMS OF SEBI CIRCULAR NO.: SEBI/MRD/SE/CIR-42/2003 DATED NOVEMBER 19, 2003 **VIBRANT SECURITIES PVT LTD** caters to Institutional, Corporate, High net-worth and other retail clients through membership of various exchanges.

**VIBRANT SECURITIES PVT LTD** besides doing client based business also does its own investment and/or trading.


For **VIBRANT SECURITIES PVT LTD**

"Proprietary Trading Disclosure noted"

Director/Authorised Signatory

Client Name :

Client Code :

Client's Signature: 19 

## FORMAT OF RESOLUTION

ON LETTERHEAD OF COMPANY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ AT THEIR MEETING HELD ON \_\_\_\_\_.

RESOLVED THAT the Company do place orders with/give instructions to \_\_\_\_\_ for buying and selling index/stocks based futures and options on the currency, derivative segment of National Stock Exchange of India Limited (NSE) & cash segment of BSE/NSE.

RESOLVED FURTHER THAT any one of the following Directors/Executives/Officers of the Company, whose specimen signatures are appended here under.

No.	Name of Authorised person	Specimen Signature

Be and are hereby authorized severally to

1. Sign, execute and deliver orders, instructions letters, notes, contracts, share transfer forms and such other documents as may considered necessary from time to time for the aforesaid purpose, and
2. Take all such actions and do all such things, as may be deemed prudent, necessary and expedient for giving effect to the above resolution from time to time.

RESOLVED FURTHER THAT the above resolution shall remain effective and in force till such time as a fresh resolution canceling or amending the same is passed by the Board of Directors of the Company is furnished to \_\_\_\_\_.

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by any one of the Directors of the Company be furnished to \_\_\_\_\_ and such other parties as may be required from time to time.

CERTIFIED TRUE COPY

\_\_\_\_\_  
Director



Dear Customer,

**Subject : Prevention of Money Laundering Act (PMLA)**

Subject to the requirements under the Prevention of Money Laundering Act, 2002 (PMLA), guidelines issued by RBI and SEBI from time to time, the prospective clients (those persons who want to become clients of Vibrant Securities Pvt. Ltd.) are requested to note the following Anti Money Laundering (AML) procedures:

1. No account can be opened in fictitious / benami name or on an anonymous basis.
2. No account will be opened where prospective client is unable to prove / submit 1) Identity Proof 2) Address Proof 3) PAN Card and other information / documents demanded by **VIBRANT SECURITIES PVT LTD** which are essential for account activation as per SEBI guidelines.
3. Complete and correct contact details like Telephone No., mobile / cell no., Email address should be provided for easy and prompt communication.
4. Please indicate your occupation and the Income Range to which you belong at the appropriate place in the KYC Kit (application form) This is very essential Applications without these details are liable to be rejected.
5. No cash will be accepted by **VIBRANT SECURITIES PVT LTD** under any circumstances. You will make all payments to us by means of a Cheque / Online Fund Transfer Facility at our branch and similarly all payments due to you are paid by means of a cheque / Online Fund Transfer Facility at the place registered with **VIBRANT SECURITIES PVT LTD**.
6. **VIBRANT SECURITIES PVT LTD**. at its sole discretion, reserves the right to ask for additional information / documents relating to income such as Bank a/c statements, Income Tax returns and / or net worth statements as may be required under PMLA, 2002 from time to time and as a client you are required to supply such information / documents.
7. **VIBRANT SECURITIES PVT LTD** reserves the right to verify the details provided in the KYC by the Client like Residential / Official address, Telephone No. by visiting / calling etc. (as a done in credit card verification). Hence correct and complete details must be given.
8. Apart from the above, under PMLA, 2002, in order to discourage and identify any money laundering or terrorist financing activities, financial intermediaries like our Company may call for additional disclosures relating to your transactions.
9. Please produce all supporting documents in original together with a copy and originals will be returned to you after verification.
10. We hope you will have a happy and a profitable association with.

Thanking you,

Yours faithfully,

(23) 

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

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

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

## RUNNING ACCOUNT AUTHORISATION FOR ALL EXCHANGES

From: \_\_\_\_\_

To,  
VIBRANT SECURITIES PVT LTD  
103-A, Horniman Circle Chambers, S.A. BRELVI ROAD,  
FORT, MUMBAI-400001

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

I am / we are regularly Trading with you for Cash/ Derivative and currency Market in NSE/BSE/MSEI

I/we hereby authorized you to do following on my /our behalf:

I/We hereby give my/our consent to maintain my/our account for fund and securities as RUNNING ACCOUNT

With regard to my/our settlement wise pay-outs, please note that you may retain the credits of my/our account as margins for my/our outstanding purchases/sales positions.

As and when I/ we require the money, I/we will be informing you of the same on receipt of the instructions from me/us, you can release the amounts.

I/We also intend to keep my securities with you which are bought for me to consider as security against my exposure.

In case debit balance in my / our account if it is not paid by me/ us in previous settlement the Securities lying in my/our withhold A/c and credit balance lying in my / our account should be considered as margin deposits.

I/We request you to keep my/our Securities, Margin and funds with you to meet my/our pay in obligation in the Succeeding settlements in the same segment as well as other segments of BSE/NSE /MSEI

In case of debit/credit in one segment and credit/debit respectively in other segment, I/ We authorize you to adjust all debit/credit and intimate me/us the net balance.

In case of debit / credit in one exchange and credit / debit in other Exchange (NSE, BSE/MSEI) I/ We authorize you to adjust Exchange wise and intimate me/ our net balance.

I/We request you to do the actual settlement of funds & Securities of my / our account at least once in a quarter ☐ / month ☐ and I/We shall bring any discrepancy to your notice preferably within 7 working days from the receipt of Statements

I/We hereby authorize you not to provide me/our order confirmation/modifications/collection slip and trade confirmation slip to avoid unnecessary paper work. I/We shall get the required details from the contract note issued by you.

I/ We also note that I/ we may revoke the authorization at any time by giving you written notice to your office. I / We also undertake to clear all my / our trade related dues to the member before serving revocation of this authorization else, the member will recover all my/ our dues in my/ our, ledger till date and then effect revocation.

While settling the account having outstanding obligations on the settlement date, you may retain the requisite funds toward such obligation and may also retain the fund expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.

In case the client has credit balance and has not done any transaction in the 30 calendar days since the last transaction, the credit balance shall be returned to the client within the next three working days irrespective of the date when the running the account was previously settled

To be signed by the client only and not his Authorised Signatory.

Yours faithfully,

② Signature of Client \_\_\_\_\_

👤 Name of the Client \_\_\_\_\_

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

To be Signed by client only and not by the authorised signatory.

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To,  
 Dear Sir,

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

**Sub:** Mandate to issue contract notes in digital format & other communications (such as Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, bills, Notices etc.) through an E-Mail

I / We hereby agree and consent to accept the contract notes for transactions carried on by us/me on NSE/ BSE/ MSEI with you, in digital form. Digital contracts issued by you as per the terms and conditions specified herein shall be binding on me/us. The mandate is subject to terms and conditions mentioned herein below.

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

1. Digital Contract Notes in the format as may be prescribed by the Exchange from time to time will be mailed to me/ us on the E-mail address provided to you. You can also send me/us my/our margin statement in digital form with contract notes.
2. I / we undertake to check the contract notes and bring the discrepancies to your notice preferably within 24 hours reasonable time of such issuance of contract notes. My /our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time.
3. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
4. Discrepancies, if any, should be sent on E-mail: [investorgrievance@vibrantsecurities.com](mailto:investorgrievance@vibrantsecurities.com)
5. Clients can view the digital contract notes using the username & password through the web-site apart from the contract notes sent to the client through mail.
6. The Digital contract notes will be archived at an 1 year interval. If the client intends to view the digital contract notes for a period prior to 1 year client may request for the same in writing.
7. The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchanges from time to time.
8. It will be client's responsibility to regularly check the mailbox and keeping the storage space for new email messages.
9. Any changes in the terms and conditions shall be intimated from time to time.
10. Non-receipt of bounced mail notification by the trading member shall amount to delivery of contract note at the e-mail ID of the client.
11. Any change in the E-mail ID shall be communicated by us / me through a physical letter.


You can send me various documents like Daily margin statement, Statement of funds & securities, Account confirmations, bills, notices etc. through an E-mail ID mentioned in this letter.

This instruction to issue digital contract notes & other communications are applicable with immediate effect.

My/Our **E-mail ID** \_\_\_\_\_

My/Our Alternative **E-mail ID** \_\_\_\_\_

Yours faithfully,

②1 

(Client's Signature)

Client's Code : \_\_\_\_\_

## ANNEXURE - 6

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

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

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.bseindia.com](http://www.bseindia.com), [www.nseindia.com](http://www.nseindia.com) and SEBI website [www.sebi.gov.in](http://www.sebi.gov.in), [www.msei.in](http://www.msei.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 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 pledge shares, if any.

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

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

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

#### **DISPUTES/ COMPLAINTS**

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



**CLIENT DEFAULTER DECLARATION**

Date :

**VIBRANT SECURITIES PVT LTD**

103-A, Horniman Circle Chambers, S.A. BRELVI ROAD, FORT,  
MUMBAI-400001.

Dear Sir,

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_ do  
herby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter  
or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory  
bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.I further declare that the above mentioned  
declaration/statement is true and correct.

Thanking you,

Yours faithfully,

②② 

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

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

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

## PREVENTION OF MONEY LAUNDERING POLICY

Because ignorance of law is not an excuse in the court of law Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble.

There is an Act called Prevention of Money Laundering Act 2002.(PMLA)

The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalize the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.

This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.

It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets.

It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.

The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.

Any such above types of transaction, though not executed but attempted and failed are also required to be reported.

The suspicious transaction can be related to the transaction under the circumstances such as;

- Clients whose identity verification seems difficult or clients that appear not to cooperate
- Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
- Clients based in high risk jurisdictions;
- Substantial increases in business without apparent cause;
- Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
- Attempted transfer of investment proceeds to apparently unrelated third parties;
- Businesses undertaken by offshore banks/financial services,
- Businesses reported to be in the nature of export/import of small items.
- Unusual transactions by Clients of Special Categories (CSCs). Clients of Special Categories may include;
- NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
- Companies having close family shareholdings or beneficial ownership
- Politically Exposed Persons
- Companies offering foreign exchange offerings
- Clients in high risk countries
- Non face to face clients
- Clients with dubious reputation as per public information available

No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.

While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.

All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.

This is the highlights of the requirements under the Act. Subbrokers / Authorised Persons / Remissers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf> for detailed information and understanding and also to visit the website of FIU-IND at <http://fiuindia.gov.in>

The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.

As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.

**EXTRACT OF SECURITIES CONTRACTS (REGULATION) (STOCK EXCHANGES AND CLEARING CORPORATIONS) REGULATIONS, 2012 IS RE-PRODUCED HEREUNDER:**

**Regulation 19: Eligibility for acquiring or holding shares:**

19. (1) No person shall, directly or indirectly, acquire or hold equity shares of a recognised stock exchange or recognised clearing corporation unless he is a fit and proper person.

(2) Any person who, directly or indirectly, either individually or together with persons acting in concert, acquires equity shares such that his shareholding exceeds two per cent. of the paid up equity share capital of a recognised stock exchange or recognised clearing corporation shall seek approval of the Board within fifteen days of the acquisition.

(3) A person eligible to acquire or hold more than five per cent of the paid up equity share capital under sub-regulation (2) of regulation 17 and sub-regulation (2) of regulation 18 may acquire or hold more than five per cent of the paid up equity share capital of a recognised stock exchange or a recognised clearing corporation only if he has obtained prior approval of the Board.

(4) Any person holding more than two per cent. of the paid up equity share capital of the recognised stock exchange or the clearing corporation on the date of commencement of these regulations, shall ensure compliance with this regulation within a period of ninety days from the date of such commencement.

(5) If approval under sub-regulation (2) or (4) is not granted by the Board to any person, such person shall forthwith divest his excess shareholding.

(6) Any person holding more than two per cent. of the paid up equity share capital in a recognised stock exchange or a recognised clearing corporation, as the case may be, shall file a declaration within fifteen days from the end of every financial year to the recognised stock exchange or recognised clearing corporation, as the case may be, that he complies with the fit and proper criteria provided in these regulations.

**Regulation 20: Fit and proper criteria:**

20. (1) for the purposes of these regulations, a person shall be deemed to be a fit and proper person if-

(a) such person has a general reputation and record of fairness and integrity, including but not limited to-

- (i) financial integrity;
- (ii) good reputation and character; and
- (iii) honesty;

(b) such person has not incurred any of the following disqualifications-

- (i) the person, or any of its whole time directors or managing partners, has been convicted by a court for any offence involving moral turpitude or any economic offence or any offence against the securities laws;
- (ii) an order for winding up has been passed against the person;
- (iii) the person, or any of its whole time directors or managing partners, has been declared insolvent and has not been discharged;

- (iv) an order, restraining, prohibiting or debarring the person, or any of its whole time directors or managing partners, from dealing in securities or from accessing the securities market, has been passed by the Board or any other regulatory authority, and a period of three years from the date of the expiry period specified in the order has not elapsed;
- (v) any other order against the person, or any of its whole time directors or managing partners, which has a bearing on the securities market, has been passed by the Board or any other regulatory authority, and a period of three years from the date of the order has not elapsed;
- (vi) the person has been found to be of unsound mind by a court of competent jurisdiction and the finding is in force; and
- (vii) the person is financially not sound.

(2) If any question arises as to whether a person is a fit and proper person, the Board's decision on such question shall be final.

***For more details on SECURITIES CONTRACTS (REGULATION) (STOCK EXCHANGES AND CLEARING CORPORATIONS) REGULATIONS, 2012, you are kindly requested to visit SEBI website [www.sebi.gov.in](http://www.sebi.gov.in)***



## Confirmation of Receipt of executed documents

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

Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of Account Opening Form (KYC), Rights and Obligations, RDD, Policies and Procedures, Guidance note Do's & Don't's tariff sheet and all other documents as executed by me/us.

Signature of Client: \_\_\_\_\_

**FATCA / CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUALS**

Trading Code									DP ID IN304318   Demat ID								
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<b>1</b>		<b>First/Sole Holder</b>	<b>Second Holder (if any)</b>	<b>Third Holder (if any)</b>
Are you U.S. Person? (Includes person born in USA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Residence for Tax purposes in jurisdictions(s) outside India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Citizenship of any country other than India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Note:** If your answer to any of the above questions is 'YES', please fill the below section 2 of the form, else go to declaration & acknowledgment

<b>2</b>	<b>Sr. No.</b>	<b>Details</b>	<b>1st Holder</b>	<b>2nd Holder</b>	<b>3rd Holder</b>
	1.	Address in the jurisdiction details where applicant is resident outside India for tax	Address		
		City / Town / Village			
		State, Pin Code and Country			
	2.	Country of Birth	US		
		Other			
	3.	Place of Birth	City / Town		
	4.	Source of Wealth	Salary		
		Business			
		Gift			
		Ancestral Property			
		Rental Income			
		Prize Money			
		Others			

Please specify the details of all countries where you hold tax residency and its Tax identification Number & Type :

<b>Sr. No.</b>	<b>Details</b>	<b>1st Holder</b>	<b>2nd Holder</b>	<b>3rd Holder</b>
1.	Country of Residence for Tax Purpose (Other than India)#			
2.	Tax Identification No. (US TIN) or Equivalent (Other)			
3.	Identification Type			

# To include all countries other than India, where investor is Citizen/Resident/Green Card Holder/ Tax Resident in those respective countries especially of USA.

**Declaration & Acknowledgement**

- I have understood the information requirement of this form (read with the FATCA-CRS Instructions below) and hereby confirm that the information provided above is true, correct and complete to the best of my knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/ am aware that I may liable for it. In case of any change in the above given status on a future date, I undertake to inform RELIGARE-BROKING LIMITED the same within 30 Days.

Signature



Sole/First Holder



Second Holder



Third Holder

2. I/We understand that the Stock Broker is relying on this information for the purpose of determining the status of the applicants named above in compliance with FATCA/CRS. The Stock Broker is not able to offer any tax advice on FATCA or CRS or its impact on the applicants and I/We shall seek advice from professional tax advisor for any tax questions. I /We agree, as may be required by Regulatory authorities, Stock Broker shall be required to comply to report, reportable details to regulators / tax authorities / or close or suspend my/our account(s).
3. I agree that if I/am a U.S. person or tax resident of a reportable foreign jurisdiction (other than U.S.) requiring reporting under FATCA/CRS or any other Law, my account details, as required under inter governmental agreement (IGA)/Multilateral competent authority agreement (MCAA) Signed by Indian government, Would be reported by RELIGARE BROKING LIMITED to the relevant Tax Authority.
4. If My Country of Birth is US, I/am providing a certificate of relinquishment of Citizenship (loss of Nationality) or a self certification for stating reason for not having such a certificate despite relinquishing US citizenship OR not obtaining US citizenship at birth.  
I hereby authorize you to disclose, share, 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 Mutual Fund, its Sponsor, Asset Management Company, trustees, their employees / RTAs ('the Authorized Parties') or 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 to facilitate single submission / updation & for other relevant purposes. I also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required at your end.

Signature	 Sole/First Holder	 Second Holder	 Third Holder
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### FATCA/ Common Reporting Standards (CRS)

1. Who is US person?  
In case of individuals, U.S. person means a citizen or Resident of the United States. Persons who would qualify as US person could be born in the United States, Born outside the United States of a US parents, Naturalized Citizens, Green Card Holders, Tax residents.
2. Who is a reportable person (non US) under common reporting standards (CRS)?  
Under common reporting standards (CRS), Reportable person means tax resident of a reportable foreign jurisdiction other than US and India
3. Document to be collected if Customer's Country of birth is US but Declares that he/she is not a US person
  - Certificate of relinquishment of citizenship (loss of nationality certificate); or
  - Self certification for stating reason for not having such a certificate despite relinquishing US citizenship; Or
  - Self certification for stating reasons for not obtaining US citizenship at birth.
4. MF transactions will be permitted to clients/ joint holders in new folios after reviewing this declaration and existing KYC data and only if permitted by AMCs.
5. Towards compliance with tax information sharing laws, such as FATCA, we would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances we may be obliged to share information on your account with relevant tax authorities. If you have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Towards compliance with such laws, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).  
  
Also note that you may receive more than one request to provide this information, if you have multiple relationships with us or our group entities. Therefore it is important that you respond to our request, even if you believe that you have already provided this information earlier.  
  
Please note that above information is provided only for quick reference to customers. You are requested to refer Rule 114F, 114G and 114H of Income-tax Rules, 1962 consult a legal/tax advisor for any clarification