

Form No.

123278

Online ☐

Offline ☐



Member of NSE, BSE, MCX, NSEL & CDSL

www.vishwasfincap.com

आपके सुदृढ़ विश्वास का आधार

Client Registration Form

Vishwas Fincap Services Pvt. Ltd.

Member : National Stock Exchange of India Ltd. (NSE)
Bombay Stock Exchange Ltd. (BSE)

SEBI Registration No.: NSE-Cash-INB231402430
NSE-F&O-INF231402430
NSE-CD-INE231402430
BSE-Cash-INB011402436
BSE-F&O-INF011402436

Client Guidance Booklet for the information of Client
as per SEBI Circular No. CIR/MIRSD/16/2011 Dt. 22 August 2011

KYC MANDATORY DOCUMENT

Vishwas Fincap Services Pvt. Ltd.

Member :

National Stock Exchange of India Ltd.
Bombay Stock Exchange Ltd.

SEBI Registration Numbers :

NSE (CM) : INB 231402430 Dated : 24.10.2011

NSE (F&O) : INF 231402430 Dated : 24.10.2011

NSE (CD) : INE 231402430 Dated : 04.06.2012

BSE (CM) : INB 011402436 Dated : 06.09.2010

BSE (F&O) : INF 011402436 Dated : 06.09.2010

Regd. Office: Wz-310, Nangal Raya, Jail Road, Delhi Cantt, New Delhi -110046

Phone : 011-47115501 to 47115530, Fax : 011-28112661

Website: www.vishwasfincap.com

Compliance Officer

Ruchi Verma

Ph.: 011-47115501

Email : rverma@vishwasfincap.com

CEO

Naresh Kumar Rana

Ph.: 011-47115525

Email : naresh@vishwasfincap.com

For any grievance/dispute please contact Vishwas Fincap Services Pvt. Ltd at the above address or email grievences@vishwasfincap.com and Phone No. 011-47115525. In case not satisfied with the response, please contact the concerned exchange(s) at (NSE) ignse@nse.co.in and Phone No. +91-22-26598190, (BSE) is@bseindia.com and Phone No. +91-22-22728097

ANNEXURE - 1 ACCOUNT OPENING KIT

INDEX OF DOCUMENTS

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

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IN PERSON VERIFICATION

MANDATORY

Name of the Employee :	
Designation :	
Date :	Place:
Signature of employee :	
(In person verification stamp should be affixed on all documents/proofs)	

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

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

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

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. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ 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, An ISO 9001:2008 Certified 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 may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
 2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.
- F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary Requirements
Corporate	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. • Photograph, POI, POA, PAN of individual promoters holding control-either directly or indirectly. • Copies of the Memorandum and Articles of Association and certificate of incorporation. • Copy of the Board Resolution for investment in securities market. • Authorised signatories list with specimen signatures.
Partnership Firm	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year). • Certificate of registration (for registered partnership firms only). • Copy of partnership deed. • Authorised signatories list with specimen signatures. • Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> • Copy of the balance sheets for the last 2 financial years (to be submitted every year).

	<ul style="list-style-type: none"> • Certificate of registration (for registered trust only). • Copy of Trust deed. List of trustees certified by managing trustees/CA. • Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none"> • PAN of HUF. • Deed of declaration of HUF/ List of coparceners. • Bank pass-book/bank statement in the name of HUF. • Photograph, POI, POA, PAN of Karta.
Unincorporated association or a body of individuals	<ul style="list-style-type: none"> • Proof of Existence/Constitution document. • Resolution of the managing body & Power of Attorney granted to transact business on its behalf. • Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none"> • Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. • Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> • Copy of SEBI registration certificate. • Authorized signatories list with specimen signatures.
Army Government Bodies	<ul style="list-style-type: none"> • Self-certification on letterhead. • Authorized signatories list with specimen signatures. • Multiplying Your Money - Ethically
Registered Society	<ul style="list-style-type: none"> • Copy of Registration Certificate under Societies Registration Act. • List of Managing Committee members. • Committee resolution for persons authorised to act as authorised signatories with specimen signatures. • True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

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

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net Worth Certificate
Copy of Demat Account Holding Statement	Bank Account Statement for last 6 months
Any other relevant documents substantiating ownership of assets	Self declaration with relevant supporting documents.

- Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
- Demat master or recent holding statement issued by DP bearing name of the client.
- For individuals:
 - 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.
 - 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:
 - Form need to be initialized by all the authorized signatories.
 - Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

ANNEXURE - 2

KNOW YOUR CLIENT (KYC) APPLICATION FOR INDIVIDUALS

Note: The information to be given in the form, is the sole property of **Vishwas Fincap Services Pvt. Ltd.** and would not be disclosed to anyone unless required by law or except with the express permission of the client.

Please affix your recent passport size photograph duly signed across

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

TO BE FILLED UP BY CLIENT ONLY

*COULAR PHOTO
SIGN
ACROSS*

A. IDENTITY DETAILS

Name of the Applicant RAJ KUMAR GUPTA *← NAME SHOULD BE AS PER PAN*

Father's/Spouse Name RAM KUMAR GUPTA

Gender ☒ Male ☐ Female Marital Status: ☐ Single ☒ Married

Date of Birth 07 10 1980 Nationality: INDIAN

Status ☒ Resident Individual ☐ Non Resident ☐ Foreign National

Permanent Account Number (PAN) AAPGJ4350M

Unique Identification Number (UID) / Aadhaar, if any: ||||| NIL |||||

Specify the proof of identity submitted: VOTER ID CARD

B. ADDRESS DETAILS

Correspondence Address A1-101, MANAK PURA

City/Town/Village: NEW DELHI State: DELHI

Country: INDIA Pin Code: 110070

Contact Details

Tel. (O): 011-37635436 Tel. (R): 011-37763554

Mobile: 9867600339 Fax:

E-mail: RKGUPTA@YAHOO.CO.IN

Specify the proof of address submitted for correspondence address VOTER ID CARD

Permanent Address *(If different from above or overseas address, mandatory for Non-Resident Applicant)*

ATTACH PROOF IF DIFFERENT SAME AS ABOVE

City/Town/Village: State:

Country: Pin Code:

Specify the proof of address submitted for permanent address

C. OTHER DETAILS

Gross Annual Income Details
(please specify)

Income Range per annum : ☐ Below Rs. 1 Lac ☒ Rs. 1 Lac to 5 Lac
☐ Rs. 5 Lac to 10 Lac ☐ Rs. 10 Lac to 25 Lac ☐ >25 Lac OR

Net-worth as on (date) 31.3.2012 (5 Lacs)
 (Net worth should not be older than 1 year)

Occupation
(please tick any one
and give brief details)

☒ Private Sector ☐ Public Sector ☐ Government Service ☐ Business
☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife
☐ Student ☐ Others _____

Please tick, if applicable


☐ Politically Exposed Person (PEP) ☐ Related to Politically Exposed Person (PEP)

Any other information

NIL

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.


 Signature of the Applicant

Date : 13.08.2013
 (dd / mm / yyyy)

FOR OFFICE USE ONLY

☐ (Originals verified) True Copies of documents received ☐ (Self-Attested) Self Certified Document copies received

Signature of the Authorized Signatory

Date : _____

Seal/Stamp of the Intermediary

KNOW YOUR CLIENT (KYC) APPLICATION FOR NON-INDIVIDUALS

Note: The information to be given in the form, is the sole property of **Vishwas Fincap Services Pvt. Ltd.** and would not be disclosed to anyone unless required by law or except with the express permission of the client.

Please affix your recent passport size photograph duly signed across

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

A. IDENTITY DETAILS

Name of the Applicant _____

Date of incorporation _____

Place of incorporation _____

Date of commencement of business _____

Permanent Account Number (PAN) _____

Registration No. (e.g. CIN) Status _____

(Please tick any one)

<input type="checkbox"/> Private Limited Co.	<input type="checkbox"/> Public Ltd. Co.	<input type="checkbox"/> Body Corporate	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust	<input type="checkbox"/> Charities	<input type="checkbox"/> NGO's	<input type="checkbox"/> FI
<input type="checkbox"/> Bank	<input type="checkbox"/> Govt. Body	<input type="checkbox"/> Non-Govt. Organization	<input type="checkbox"/> HUF
<input type="checkbox"/> BOI	<input type="checkbox"/> Society	<input checked="" type="checkbox"/> LLP	<input type="checkbox"/> AOP
		<input type="checkbox"/> Others	<input type="checkbox"/> Defense Establishment

B. ADDRESS DETAILS

Correspondence Address _____

City/Town/Village : _____ State : _____

Country : _____ Pin Code : _____

Contact Details

Tel. (O) : _____ Tel. (R) : _____

Mobile : _____ Fax : _____

E-mail : _____

Specify the proof of address submitted for correspondence address _____

Permanent Address _____

(If different from above or overseas address, mandatory for Non-Resident Applicant)

City/Town/Village : _____ State : _____

Country : _____ Pin Code : _____

Specify the proof of address submitted for permanent address _____

C. OTHER DETAILS

Gross Annual Income Details
(please specify)

Income Range per annum : ☐ Below Rs. 1 Lac ☐ Rs. 1 Lac to 5 Lac
☐ Rs. 5 Lac to 10 Lac ☐ Rs. 10 Lac to 25 Lac ☐ Rs. 25 Lac to 1 Crore
☐ >1 Crore

Net-worth as on (date) _____ (_____)
 (Net worth should not be older than 1 year)

Name, PAN, Residential Address and photographs of Promoters/Partners/Karta/Trustees and whole time directors :

PHOTOGRAPH

Sign across the
Photograph

PHOTOGRAPH


Sign across the
Photograph

Name		Name	
PAN		PAN	
Residential Address		Residential Address	
DIN :		DIN :	
UID :		UID :	

Please tick, if applicable ☐ Politically Exposed Person (PEP) ☐ Related to Politically Exposed Person (PEP)
 Any other information _____

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/We am/are aware that I/we may be held liable for it.


 Signature of the Applicant

Date : _____
 (dd / mm / yyyy)

FOR OFFICE USE ONLY

☐ (Originals verified) True Copies of documents received ☐ (Self-Attested) Self Certified Document copies received

Signature of the Authorized Signatory

Date : _____

Seal/Stamp of the Intermediary

C. OTHER DETAILS

Gross Annual Income Details
(please specify)

Income Range per annum : ☐ Below Rs. 1 Lac ☐ Rs. 1 Lac to 5 Lac
☐ Rs. 5 Lac to 10 Lac ☐ Rs. 10 Lac to 25 Lac ☐ Rs. 25 Lac to 1 Crore
☐ >1 Crore

Net-worth as on (date) _____ (_____)
 (Net worth should not be older than 1 year)

Name, PAN, Residential Address and photographs of Promoters/Partners/Karta/Trustees and whole time directors :

PHOTOGRAPH

Sign across the
Photograph

PHOTOGRAPH

Sign across the
Photograph


Name _____ Name _____
 PAN _____ PAN _____
 Residential Address _____ Residential Address _____

 DIN : _____ DIN : _____
 UID : _____ UID : _____

Please tick, if applicable ☐ Politically Exposed Person (PEP) ☐ Related to Politically Exposed Person (PEP)
 Any other information _____

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/We am/are aware that I/we may be held liable for it.


 Signature of the Applicant

Date : _____
 (dd / mm / yyyy)

FOR OFFICE USE ONLY

☐ (Originals verified) True Copies of documents received ☐ (Self-Attested) Self Certified Document copies received

Signature of the Authorized Signatory

Date : _____

Seal/Stamp of the Intermediary

Registered office address

 Phone _____ Fax _____
 Website _____

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

Name of stock broker _____ **NA**

Name of Sub-Broker, if any _____

Client Code _____ Exchange _____

Details of disputes/dues pending from/to such stock broker/sub-broker _____

F. ADDITIONAL DETAILS

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify) :

_____ **ECN**

Specify your Email id, if applicable **RKGUPTA@VAT100.COM**

Whether you wish to avail of the facility of internet trading/ wireless technology (please specify) :

Number of years of Investment/Trading Experience **03 YEARS**

In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:

PHOTOGRAPH

Sign across the
Photograph

Name _____

Designation _____ **NA**

PAN _____

UID : _____

Residential Address _____

Signature _____

Any other information _____

PHOTOGRAPH

Sign across the
Photograph

Name _____

Designation _____

PAN _____

UID : _____

Residential Address _____

Signature _____

G. INTRODUCER DETAILS (optional)

Name of the introducer _____
 (Surname) (Name) (Middle Name)

Status of the Introducer ☐ Sub Broker ☐ Remisier ☐ Auth. Person ☐ Existing Client
☐ Others _____

Address and Phone No. of the Introducer _____

Sign. of the Introducer _____

H NOMINATION DETAILS (for individuals only)

→ **DONOT FILL IF NO NOMINEE.**

☒ I/We wish to nominate ☐ I/We do not wish to nominate

Name of the Nominee SANGEETA GUPTA

Relationship with the Nominee WIFE

PAN of Nominee AAPGR4769M Date of Birth of Nominee 15 06 1985

Address and Phone No. of the Nominee A-101 NANAK PURA
NEW DELHI

Name of the Guardian (in case nominee is minor) NA

Address and Phone No. of the Guardian NA

Sign. of the Guardian _____ Sign. of Nominee Sangeeta

WITNESSES (Only applicable in case the account holder has made nomination)

Name <u>SANTOSHI</u>	Name _____
Signature <u>Soy</u>	Signature _____
Address <u>310 Sadar Bazar</u> <u>Delhi</u>	Address _____
_____	_____
_____	_____
_____	_____

DECLARATION

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



Handwritten signature

Signature of Client / All Authorized Signatory (ies)

Place Delhi

Date _____

FOR OFFICE USE ONLY

UCC Code allotted to the Client _____

	Document verified with Originals	Client Interviewed by	In-Person Verification Done by
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

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.

For **Vishwas Fincap Services Pvt. Ltd**

Signature of the Authorised Signatory

Seal / Stamp of the Stock Broker

Date _____

ANNEXURE - 4

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND 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/ 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).
7. 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.
8. 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.
9. 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.

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 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 and

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 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.
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 Multiplying the name(s) of Your Director(s)/Money - Ethically Promoter(s)/ Partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

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

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

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

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

1. BASIC RISKS

1.1 Risk of Higher Volatility

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

1.2 Risk of Lower Liquidity

Liquidity refers to the ability of market participants to buy and/or sell securities/ derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or

receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

1.3 Risk of Wider Spreads

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

1.4 Risk-reducing orders

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

1.4.1A "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.

1.4.2A "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.

1.4.3A 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.



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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.

12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
 - d) You need to bring any dispute arising

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

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

Stock exchanges within the stipulated period and with the supporting documents.

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

DISPUTES/COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the broker 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.



1. Refusal of orders for penny / illiquid stock

The stock broker may from time to time limit (quantity/value) / refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker / exchange(s) / SEBI. Provided further that stock broker may require compulsory settlement / advance payment of expected settlement value/ delivery of securities for settlement prior to acceptance / placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's 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.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/ SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.) , and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker 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 may 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 stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances.

- a. For Non-Payment or erosion of margins or other amounts, outstanding debts, etc. & adjust the proceeds of such liquidation/ close out if any, against the client's liabilities/obligations.
- b. Any order which is executed without the required margin in the client's account or the broker's exposure is more than 90% and above so no fresh trade will be taken.
- c. The client hereby authorizes the stock broker to square-up all his outstanding positions at the discretion of the stock broker, which are not marked for delivery, 15 minutes before the closing time of the normal market or if the client's margin is evaporated by 90% in any of the exchange(s), Vishwas reserves the right to square off positions.
- d. 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 due to any action on account of unusual trading activity or stock hitting circuit filters or any other reason as prescribed or instructed by SEBI.

The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The stock broker is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through anyone or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile /

telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to the client and /or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his / her / its responsibility to ascertain beforehand the margin / security requirements for his/ her /its orders / trades / deals and to ensure that the required margin / security is made available to the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he /she / it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's

account) & / or any claim /loss/ damage arising out of the non availability /shortage of margin /security required by the stock broker & / or exchange & /or SEBI.

The stock broker is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited/ made available, from time to time.

The margin / security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include / appropriate any / all payout of funds & / or securities towards margin / security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds &/ or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees and authorises the stock broker to treat / adjust his/ her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The stock broker is entitled to disable / freeze the account & / or trading facility / any other service. facility, if, in the opinion of the stock broker, the client has committed a crime / fraud or has acted in contradiction of this agreement or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

3. **Applicable brokerage rate**

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under:

- a. **For Cash Market Segment:** The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or

less, a maximum brokerage of 25 paise per share may be collected.

- b. For Option contracts: Brokerage for option contracts would not exceed Rs. 100/- (per lot) single side or such other rates as provided by the exchange(s) /SEBI.

4. Imposition of penalty / delayed payment charges

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges at such rates as may be determined by the stock broker.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker 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.

The client agrees to pay to the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

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

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the

designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or stock broker level / non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

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 any other property, the stock broker 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 mentioned on the website, 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 losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay-in obligation failing which the client will have to

face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

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

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund / security or to meet the funds/margins/ securities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds / securities.
- ii. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt.
- iv. To liquidate / square off partially or fully the position of sale & / or purchase in anyone or more securities / contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- v. To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

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

Stock broker 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 stock broker 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 securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
- b. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. 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 of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, 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.

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

- i. The client may request the stock broker to temporarily suspend his account, stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.
- ii. The stock broker can with hold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order/action requiring client suspension.

8. De-registering a client

Notwithstanding anything to the contrary stated in the agreement, the stock broker 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 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 a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- v. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- vi. If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;
- vii. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- ix. If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- x. If the Client suffers any adverse material change in his / her / its financial position or defaults in any other agreement with the Stock broker;
- xi. If the Client is in breach of any term, condition or covenant of this Agreement;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement, all transactions made under / pursuant to

this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

Client Acceptance of Policies and Procedures stated here in above:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods such as post / speed post / courier / registered post / registered AD / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department / the courier company / newspaper company and the e-mail/ voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement 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.



BROKERAGE SLAB (Subject to Change without Notice)

CASH SEGMENT NSE/BSE/MCX-SX

PLEASE FILL AS AGREED

Brokerage Slab	Slab %	Minimum Paise	Min. Per Transaction
Delivery Based	0.00%	0.00	
Daily Square up (Intra Day)			
Z Group/Trade to Trade Transaction			

DERIVATIVES SEGMENT NSE/BSE/MCX-SX

Brokerage Slab	Slab %	Minimum Paise	Min. Per Lot
Future	Intra Day		
	Carry Forward		
Option	Intra Day		
	Carry Forward		

CURRENCY DERIVATIVE SEGMENT NSE/MCX-SX

Brokerage Slab	Slab %	Minimum Paise	Min. Per Lot
Future	Intra Day		
	Carry Forward		
Option	Intra Day		
	Carry Forward		

Note :

1. Inter settlement/DP transaction charges arising out of purchase / sell transactions effected by constituents will be debited to Trading A/c.
2. Service Tax (presently @ 12.36%) on brokerages, transaction charges and other charges / levies), Transaction Charges, ST, Stamp Duty, SEBI Fees & Other Charges/Levies shall be payable in addition to the brokerage, as in force, from time to time.
3. The above charges are subject to change by the regulatory authorities or Government agencies.
4. In case of physical contract note are being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular date will be charged towards minimum processing fee.

[Signature]

MEMORANDUM OF UNDERSTANDING

As per SEBI Circular No : MIRSD/SE/Cir-19/2009 Dated 3rd December, 2009

This Memorandum of Understanding (hereinafter referred to as MoU) is made and executed at Delhi on this day..... of..... 20..... between Vishwas Fincap Services Pvt. Ltd a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Ltd. and National Stock Exchange of India Ltd. both the entities having their offices at 310, Nangal Raya, Delhi Cantt., New Delhi 110046 (hereinafter called Vishwas /The Stock Broker) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, as the case may be, of the one part;

And

Mr./Ms. ~~M/s~~ Raj Kumar Gupta
A-101, Naraina Pura Delhi an Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the relevant act, whose particulars are given hereunder at the execution page (hereinafter called "the Client") and having his/its office/registered office at

..... which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

Vishwas and Client are referred to hereinafter individually as a Party and collectively as Parties.

Whereas:

- A. Client desirous of availing services/facilities available with Vishwas, has executed various documents/given details pertaining to the self, to Vishwas, Vishwas has accepted these details as correct.
- B. The Client finds that it is necessary to enter into this "MoU" to bring out clearly the scope of services to be rendered by Vishwas and responsibilities of Client and Vishwas respectively.
- C. Vishwas and Client enter into this "MoU" to reduce to writing the understanding between Client and Vishwas agreeing to be bound by

the terms and conditions as given hereunder in consideration of the mutual covenants contained herein and other good considerations sufficiency of which is hereby acknowledged by Vishwas as well as Client.

Now, in view of the foregoing In this "MoU", unless the context otherwise requires:

- a) Words denoting the singular number shall include the plural vice versa;
 - b) The pronouns "he", "she", "it" and their cognate variations are used as inter changeable and should be interpreted in accordance with the context;
 - c) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity;
 - d) References to the word "include" or "including" shall be construed without limitation;
 - e) Reference to any party to this "MoU" or any other agreement or deed or other instrument shall include its successors or permitted assigns;
 - f) References to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this "MoU";
 - g) References to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order, notification, circular or other provision made under it.
 - h) Security/ Securities shall unless repugnant to the context herein shall have the meaning assigned to these terms in the Securities Contracts (Regulation) Act, 1956 as amended and in force at the relevant time.
1. The Client assures Vishwas that he / she / it is eligible to enter into this "MoU" under the applicable laws. The Client shall continuously monitor his / her / its eligibility to act under the applicable laws including but not limited to Securities and Exchange Board of India (SEBI) Act and Regulations framed thereunder such

as insider trading etc. Foreign Exchange Management Act (FEMA) and Regulations thereunder, Income Tax Act and any other act/law / rules and regulations in force. If at any time this assurance ceases to be applicable, Client shall refrain from dealing with Vishwas forthwith.

2. The Client hereby acknowledges that he/she/it is aware that there exist certain regulations/restrictions etc. under Foreign Exchange Management Act and / or issued by Reserve Bank of India (RBI) regarding investment by foreign entities/persons including non resident Indians (NRIs). The Client hereby agrees to be solely responsible to make investments only as per applicable limits/ regulations in force from time to time.
3. The Client agrees to keep himself/ herself/ itself updated regarding the changes in the rules, regulations, bye laws of the stock exchange(s) & /or guidelines issued by SEBI and/or the requirements/procedures of Vishwas. The Client agrees that he/she/it shall keep a track of any & all such changes by logging on to the respective websites of the exchange(s) (www.nseindia.com; www.bseindia.com; or SEBI (www.sebi.gov.in) or Vishwas Fincap Services Pvt. Ltd (www.vishwasfincap.com).
4. The Client shall ensure that he/she/it shall not deal through Vishwas on the stock exchange of which he/she/it is registered as a broker or a sub broker through any broker other than Vishwas except with the permission of exchange.
5. The Client agrees to ensure that he / she / it shall not act as a sub-broker / intermediary without getting registered under the provision of law in force.
6. Client understands and agrees that the relationship being established between Vishwas and Client whether under the agreement(s) already entered between Vishwas and Client or under this "MoU" is that Client shall be the principal and Vishwas shall be an agent to Client in the capacity of a broker. The Client shall from time to time place orders verbally (himself or acting through attorney/ authorized person). The verbal orders can be placed over phone/ mobile phone and/or by visiting the branch to which the Client has been assigned/ attached by Vishwas. The order(s) shall be placed by Client only to designated / authorized dealer of Vishwas and to no one else. The order(s) given by the Client shall,

provided same are received within market hours, with details necessary to punch the same in trading system, subject to availability of margin and/or trading limits be punched in the trading system. The Client agrees that it shall be sole responsibility of the Client to ascertain the status / results / trade of any orders given by him / her / it. The Client also understands and agrees that the word "orders" includes the cancellation and modification orders as well.

7. "The Client" also acknowledges that "the Stock Broker"'s employees / agents (whether dealer, relationship manager, sub broker or authorized person) are not authorized to give any assurances as regards returns / outcome of trading and / or providing any type of discretionary services for trading etc. and "The Client agrees not to solicit or reply upon any advice from "the Stock Broker"'s employees / agent. It is agreed and accepted by "the client" that in the event any such advise / discretionary management services are accepted by "the client" from any employee/ agent (including sub broker/ authorized person) of the "Stock Broker", the same shall be unequivocally a personal, private arrangement between such person and "the Client" and "the Stock Broker" shall have no liability towards "the Client" for outcome including the losses if on any account on such discretionary or similar services accepted "by the Client" in contravention of these explicit written terms between "the Stock Broker" and "the Client".
8. The Client agrees that mere entering into this "MoU" or any other agreement, does not entitle the Client to any service(s)/ facility (ies) from Vishwas as a matter of right and Vishwas may in its absolute discretion provide or decide not to provide the anyone or more service(s) / facility(ies).
9. The Client further accepts and acknowledges that he would observe proper caution and due diligence while giving orders to the dealers / entering orders into trading platform provided by Vishwas. The client further agrees that he would not indulge in any trading activity resulting in the disturbance of the market equilibrium including manipulation of the price of any scrips / contracts, synchronized deals with any person or any kind of orders / trades which may be considered as inappropriate/ unacceptable by Vishwas/the relevant exchange(s)/ regulator(s). The Client

acknowledges that Vishwas reserves the right to keep in abeyance the funds / securities as may be deemed fit by Vishwas depending upon the gravity of the violation or/and through trades done by/on behalf of the Client considered as inappropriate / unacceptable by Vishwas / the relevant exchange(s) / regulator(s). The client further understands and accepts that Vishwas also reserves the right to levy any penalty for such trades done by / on behalf of the Client considered as inappropriate / unacceptable by Vishwas / the relevant exchange(s) / regulator(s), as may be deemed fit by Vishwas / the relevant exchange(s) / regulator(s).

10. If the Client is enabled to access the trading system of Vishwas directly say through internet then Client is authorized to place orders directly as well. The Client agrees that any communication of orders in any form or manner whatsoever to Vishwas or by entering orders into a facility provided by Vishwas such as internet etc. neither implies order's(s)' acceptance nor assures a trade from such order(s) and the Client is also aware that any deliveries of securities / payout of monies on account of trades is subject to settlement process being successful particularly for trades which are matched within the clients of Vishwas and the Client hereby agrees not to hold Vishwas responsible in any manner whatsoever for any delay in settlement which are beyond reasonable control of Vishwas.
11. The Client agrees and acknowledges that Vishwas shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment and as such all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by Vishwas including that on the website/trading platform/through SMS etc. The Client will not hold nor seek to hold Vishwas or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by Vishwas or any

other agency. The Vishwas does not represent and shall not be deemed to have represented, that the investment information is accurate or complete. The Client is aware that any information based on the research of Vishwas or other external sources is merely an estimation of the viability or otherwise of certain investments, and Vishwas shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decision. The Client also acknowledges that Vishwas's employees/ agents are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Vishwas or any of its employees / agents.

12. The Client agrees and acknowledges that trading over telecom networks involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions, malfunctioning and dislocations etc. Vishwas does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall Vishwas or anyone involved in creating, producing, delivering or managing Vishwas's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of Vishwas or otherwise.
13. The Client agrees that Vishwas does not guarantee and shall not be deemed to have guaranteed the timeliness, sequence, accuracy, completeness, reliability or content of the market information or messages disseminated to the Client. The Vishwas shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by Vishwas or to any "force majeure" event (e.g. Flood, extraordinary weather condition, earthquake or any other act of god, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses),

equipment or software malfunction); any fraud committed by any person whether in the employment of Vishwas or otherwise or any other cause which is beyond the reasonable control of Vishwas.

14. The Client hereby authorizes Vishwas to take all such steps on the Client's behalf as may be required or advisable in Vishwas's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with Vishwas or executed by Vishwas on behalf of the Client. However, nothing contained herein shall oblige Vishwas to take such steps.
15. The Vishwas / service provider may require the Client to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification number / telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter collectively referred to as "security protocols", before accepting any orders & / or for permitting access to the systems / services / facilities made available by Vishwas / service provider. The Client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically thereafter also. It shall be the responsibility of the Client using any online trading platform provided by Vishwas to completely log out rather than close/exit the browser/trading application window, Vishwas shall not be responsible or liable for any unauthorized trade and/or leakage/hacking of the Client's personal details and/or financial information available on the trading platform should the Client be negligent in adhering to the same. The Client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The Client unconditionally agrees that he / she / it shall be solely responsible for any / all uses of "security protocols" whether for accessing data / information or for giving orders / dealings. The Client agrees to bear any losses / damages which may be caused by any use of or non use of "security protocols" and it shall be no defence that such access to data / information & / or the orders / deals were made through unauthorized use of "security protocols" by any person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner. Notwithstanding anything

stated hereinabove, on coming to know of any unauthorized access / use of any "security protocols", it shall be the duty of the Client to take all necessary steps including but not limited to informing Vishwas in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality are immediately stopped. Vishwas reserves right to suspend the client account/reject the orders in case of any misuse identified / wrong credentials provided / any doubt on the person / manner providing the orders for and on behalf of client in the interest of safeguarding client's monies and avoid frauds.

16. "The Client" hereby agrees to use the facilities, data and information which is provided by "the Stock Broker" or which may become available to the Client as a result of client's relationship with "the Stock Broker" purely for the purposes permitted by "the Stock Broker" and only for the personal use and agrees never to disseminate any information or data for any reason or purposes whatsoever except under a written authority signed by a director of "the Stock Broker". It is agreed by Client that all intellectual properties (IP) in any such information / data shall remain with "the Stock Broker" and / or stock exchange and /or relevant service / information provider and Client shall not remove any IP markers etc. from any documents/information received.
17. The Client hereby agrees that Vishwas may communicate/ send information to the Client like order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements, trading /settlement cycles, delivery / payment schedules, policies, procedures, notices, frequently asked questions (FAQs) and any other documents / reports, using any or more of the following means or methods such as post / speed post / courier / registered post / registered post acknowledgement due / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Client's computer; by informing the Client through employees / agents of Vishwas, by publishing / displaying it on the website of Vishwas / making it available as a download

from the website of Vishwas; by displaying it on the notice board of the branch / office through which the Client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The Client agrees that the postal department / the courier company / newspaper company and the e-mail/ voice mail service provider and such other service providers shall be the agent of the Client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail /voice mail service provider/SMS, etc. by Vishwas and the Client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever.

18. Client understands that for performing the acts contemplated under this relationship/"MoU" Vishwas has to use softwares and hardwares/machines etc. Client understand that as regards trading the softwares/ programmes of stock exchanges are used with additional softwares permitted by stock exchanges such as (without limitation and as illustration) ODIN DIET Client, Net.Net, NOW Online, FASTRADE, etc. While stock exchanges take all care have fullproof softwares/programmes and additional softwares/programmes such as ODIN DIET Client, Net.Net, NOW Online, FASTRADE, etc. are pre-approved by stock exchanges no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/ programmes of their fullproof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading / order entry and/or false/incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore Client shall be duty bound to act with all reasonable caution and not to trade where there are reasonable grounds to believe that that the trading system is not operating normally including situations where usual limits applicable as per the margin availability / quantity limits on order are either not operational or are out of sync with clients own margin and quantity limits. Any acts against the covenant by client shall make client liable for criminal prosecution apart from claims of

damages and other losses by "the Stock Broker" and / or the insurer of "the Stock Broker". Further, "the Stock Broker" is authorized but not obliged to have system / software/ human controls to ensure Client Trades / places orders with adequate margin, however the responsibility to trade / place orders within bound of margin limits shall always be of " the Client" and it shall be open to Client to trade / place orders within bounds of margin limits shall always be of "the Client" and it shall not be open to Client to trade/ place orders where it is reasonably clear that the restrictions if any by "the Stock Broker". Are not active / or are malfunctioning. Where Client does trade in contravention of this covenant Client shall be liable for criminal prosecution apart from the claims of damages and other losses by the "Stock Broker" and / or the insurer of "the Stock Broker". Given aforementioned possibilities of system / software/ human errors the Client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc., shall not be construed as the official record of the transactions/orders. Vishwas's or service providers' (such as bank's/stock exchanges/clearing house/clearing corporation/ depository participant/depository) final official record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of stock exchanges etc.). The Client agrees that this is without prejudice to the right of Vishwas/ service provider to rectify any discrepancy / differences which is due to any inadvertent human error/ system/ computer error etc., at any time without limitation, at the sole and absolute discretion of Vishwas and / or any of the service providers.

19. The Client agrees to use, such facilities/ arrangement with banks /depository participants for making or receiving payment of funds/monies and/or securities, as may be prescribed by Vishwas in its absolutely discretion including but not limited to online or offline facilities of one or more banks or depositories and Client hereby agrees not to hold Vishwas responsible for any losses or damage which may be suffered by the Client by

- use of any such prescribed facilities.
20. The Client agrees that Vishwas or any service provider such as banks etc., may from time to time prescribe particular softwares (including but not limited to browsers, operating systems, TCP/IP protocols etc.) / devices / equipments etc. and the Client agrees that such softwares / devices / equipments may need to be changed / upgraded to newer versions and this may require the Client to suitably reinstall/ uninstall/ upgrade the said facilities / device / equipments etc. at its end. Such changes may involve disruption in trading / communication of orders and may even lead to losses and the Client hereby unconditionally and absolutely agrees not to hold Vishwas or service providers or depositories responsible on any account. All costs / charges / levies and fees incurred by the Client for the said services shall be borne exclusively by the Client alone.
 21. The Client hereby authorizes Vishwas in its absolute discretion to maintain records / books of accounts for the Client separately or collectively for different exchanges / segments of the exchanges & / or any other service which the Client may be availing such as Depository Services etc. It shall be the sole responsibility of the Client to ascertain the balance of securities & /or funds in all the accounts separately and the Client shall be required to pay / make available necessary monies / funds and / or securities into anyone or more such segregated / aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the Client either any securities and / or monies / funds and the Client hereby agrees not to hold Vishwas responsible for considering shortage of margin / security & / or shortage of pay in obligations in any account, without aggregating / summing such account with other accounts.
 22. Client agrees that any loss due to any erroneous order entry / erroneous order modification shall be entertained by Vishwas only to the extent of insurance claim received.
 23. The Client hereby agrees to use the facilities, data and information which is provided by Vishwas or which may become available to the Client as a result of Client's relationship with Vishwas purely for purposes permitted by Vishwas and only for personal use and agrees never to disseminate any information or data for any reason or purposes whatsoever except under a written authority signed by a director of Vishwas.
 24. The Client hereby agrees and declares that he she / it has fully assessed and accepted the risks involved in using the services/ facilities including but not limited to internet based services such as but not limited to misuse of passwords, internet frauds, technology risks etc., and agrees not to hold Vishwas and any all service providers responsible for any damages, losses or negative consequences which Client may suffer in any manner whatsoever.
 25. Client agrees to Vishwas tape-recording the conversations between Client / Client's representative and Vishwas's officers/ employees/ agents etc. in its absolute discretion, either personally or over the telephone. Such recordings may be relied upon by Vishwas as and when required, and the Client agrees not to challenge the evidentiary value of such recordings.
 26. Client wants to make investments in mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s) etc. and generally to invest in various avenues / products and to redeem/liquidate any investments and wants Vishwas to give effect to desires/ requirements of Client by giving orders/instructions (electronic / physical/ verbal) for the same and to sign any documents and / or do any and all act(s) as may be required or are deemed necessary in opinion of Vishwas for these purposes from time to time. In view of the foregoing Client authorizes "the Stock Broker" to share Client's personal and other information with other parties including "the Stock Broker"'s group / related entities so as to receive offers and information on various product / services etc. and agrees that any offers / information received shall not be contested on grounds of addresses / phone included in national do not call registry or any other such restrictive regulations/laws.
 27. In case Client has made any purchase of securities and the delivery of the same falls short inter-Client at the broker level, Client hereby authorize Vishwas to make purchases of the same in the market to make available the delivery of the said securities to Client.
 28. In case Client has made any sale of securities and due to any exigencies Client is unable to make available the delivery of the same in the designated account within the designated time and it is an inter Client delivery at broker level,

Client hereby authorizes Vishwas to make purchases of the same in the market on Client's behalf to make available the delivery of the said securities to the opposite party.

29. Client hereby authorizes Vishwas to debit Client's account with depository services charges, bank charges on account of dishonor of cheques, stop payment instruction charges, demand draft/pay order/PGP charges, NEFT/RTGS charges, call and trade charges, SMS charges, settlement professional charges (for as may be applicable to NRIs), research service/message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. generally various investment avenues / products, processing fees/charges towards contract note/statement of account etc. and any other such or similar fees / charges as may become applicable from time to time.
30. The Client hereby authorizes "the Stock Broker" to maintain books of accounts on combined ledger principle i.e. to say collectively for all segments of all exchanges and any other exchanges and any other segment or service for which "the Client" has an arrangement to deal through / with "the Stock Broker". However, "the Stock Broker" shall be within its rights to demand sums due separately for any specific agreement and / or exchange if it so deems fit in its absolute discretion.
31. Client agrees that "the Stock Broker" shall be entitled to further pledge and / or deposit shares / stocks (securities)/ funds(monies)and any other collateral such as fixed deposit receipts / gold / real estate etc. of "the Client" which may be available to "the Stock Broker" Inter-alia on account of the same having been deposited by the Client as collateral / margin and / or lying with "the Stock Broker" on account of maintenance of running account for "the Client". Such Pledge / deposit may be made by "the Stock Broker" from time to time with any exchange(s)/ clearing corporation / clearing house/ any other person in its absolute discretion and " the Stock Broker" may raise funds / obtain bank guarantees / fixed deposits receipts against such stocks/shares(securities) from time to time.
32. Client has/ may have accounts with anyone or more companies which are part of the group to

which Vishwas belongs (hereinafter referred to as "Vishwas Group"). Client understands that from time to time there may be situations where on one hand he has credit balance with one or more companies of Vishwas Group and on the other hand debit balance with one or more companies of Vishwas Group. Given the structure of banking system delays are likely if funds are taken by Client from one or more Vishwas Group companies by cheque/ demand draft and paid to one or more Vishwas Group companies by cheque/demand draft. Therefore Client desires and directs Vishwas to net off/ adjust Client's credit and / or debit balance with Vishwas with any other Vishwas Group company by way of appropriate accounting entry(ies).

33. Client hereby authorizes Vishwas to set-off / appropriate / adjust a part or whole of the monies / credit balances in ledger and / or securities shares/stocks etc) and / or Margin lying as credit / debit in Client's account against any dues / debit balances in ledger including but not limited to dues by way of shortfall in Margin, in any of Client's Family members' and / or any of Client's Group / Associate companies/ firms/ entities' accounts. The words / expressions "Client", "Margin", "Family" as used herein, shall, unless repugnant to the context, have the meaning as assigned hereunder:
 - (a) Client - shall mean and include where context so requires non-natural person(s) / entity(ies) such as companies, firms, association of persons and trusts etc.
 - (b) Margin - without limiting the meaning and scope of word "Margin" it shall include all monies and / or securities (shares and stocks etc.) and / or any other movable and immovable property which may serve as collateral/ security for dealing(s) in shares/ stocks/ futures & options contracts / other type of derivative contracts including currency derivatives.
 - (c) Family - without limiting the meaning and scope of word 'Family', it shall mean and include the spouse, all ascendants, descendants, brothers and sisters of Client (constituent) and all members of Client's (constituent)'s Hindu Undivided Family (HUF), all dependents of Client (constituent) and their spouse and children and such other persons who live

- in the same household/ residential address as that of Client (constituent).
- (d) Group / Associate companies/ firms/ entities-without limiting the meaning and scope of words "Group/ Associate companies /firms/ entities" / these shall mean and include all such companies/ firms/ entities which are either Controlled by / or Control the Client and shall includes all companies/ firms/ entities which are under common Control as that of the Client including those which control/ are controlled by spouse of the Client.
- (e) Control- without limiting the meaning and scope of word 'Control' it shall include the meaning given to it under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as amended and in force.
34. In connection with this "MoU", as well as all transactions contemplated under this "MoU" as offered by Vishwas from time to time, the Client agrees to execute and deliver documents titled "authorisations" and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the services availed by the Client from time to time. All the terms of this "MoU" shall be read as part and parcel of authorisations.
35. The Client hereby declares that all information which have been provided, are being provided and which shall be provided by the Client to Vishwas or any service provider under this "MoU" or in relation thereof or as consequences thereof is and shall always be true to the best of information and knowledge of the Client.
36. The Client expressly agrees that his /her/ its utilization of a service / facility such as but not limited to advisory services, any other activity for and on the behalf of the Client or any other transaction which Vishwas undertakes with or for the Client, shall also be covered by the terms & conditions of this "MoU".
37. The Client agrees that all monies, securities or other property which Vishwas may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations to Vishwas. Client further agrees neither to close bank and depository accounts nor to mark any lien / pledge on the securities and / or monies lying in such accounts which are linked to his trading account such time the is account is fully settled with "the Stock Exchange" for all the obligations.
38. "The Client" also acknowledges that "the Stock Brokers"'s employees/agents (wheth dealer, relationship manger, sub broker, authorized person) are not authorized to accept any cash from any person and if client provides cash to any person then in that event "the Stock Broker" shall in no way be responsible and the relationship of Client with any such person including with my dealer relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between "the Client" and such person(S) and Client shall have no recourse/ right against "the Stock Broker". "The Client" acknowledges that all the payments to "the Stock Broker" shall be made by "the Client" through cheques / Demand Draft or any other instrument drawn in favor of "the Stock Broker". "The Client" also understands that while making payments through Demand Drafts "the Client" the client is bound to declare in writing to "the Stock Broker" the source of such demand draft and "the Client" will always make true and correct declaration. "The Client", without prejudice to the legal rights available to "the Stock Broker", also indemnifies "the Stock Broker" from any third party claim which may arise on account of payment made by "the Client" through such Demand Draft / Cheque to "Stock Broker".
39. "The Client" agrees and accepts that he shall never leave / entrust bank Delivery Instruction Slip (also known as DIS) pertaining to his depository account to any employee / agent (including sub-broker/ authorized person) of the "Stock Broker", the same shall be unequivocally a personal, private arrangement between such person and "the Client" and "the Stock Broker", shall have no liability towards "the Client" for outcome including losses, if any on account of such entrustment / leaving of bank Delivery Instructions Slips (also known as DIS) by "the Client" in contravention of this explicit written term between "the Stock Broker" and "the Client".
40. "The Stock Broker" sends through post, courier, government post, disseminates through web site the pay-in / pay out and other obligations relating to Client trading and other relevant information. "The Client" agrees that it is his /her / its responsibility to review any / all information communicated including but not

limited to order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements etc. communicated to "the Client" by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. If "the Client" does not revert with objections within 48 hours of issuance of information to him, the same shall be deemed accepted by "the Client". Client further agrees that due to above regular dissemination / dispatch of information the Client shall be knowing the quantum of funds / securities etc. which should be received by him in regular course of trading etc. Therefore where Client comes in possession of assets of "the Stock Broker" (including those of any third party such as bank / other clients) which do not appear to belong to him, (whether due to system, software / hardware and / or human failure / fraudulent acts) the same shall be held by "the Client" in trust and returned suomoto to "the Stock Broker". Any actions by Client in contravention of this covenant shall make Client liable for criminal prosecution apart from Claims for damages and other losses by "the Stock Broker" and / or the insurer of "the Stock Broker" and / or third parties affected by acts of "the Client".

41. The Client hereby agrees that it is the sole responsibility of the Client to know the status/ declaration of all corporate benefits including but not limited to Rights Issue, Bonus Issue, Dividends and Stock Split of Shares/ Buy Back, etc, announced by Issuer Company from time to time, for securities of company(ies) in which Client intends to trade and/ or those which are kept by Client with Vishwas for ease of dealing/ margin/ collateral security etc. and make appropriate trading/dealing decisions by appropriately considering the impact of any corporate action(s). Vishwas is not required to act as an advisor to Client in any of these matters/ aspects. It is the Clients sole responsibility to track announcements of such corporate benefits Vishwas shall not be liable for any losses suffered by Client, if Client fails to apply to such corporate benefits for the shares held by Vishwas in beneficiary account on behalf of Client. Client may be keeping securities with Vishwas for ease of payment for ease of dealing / consideration as margin / security / collateral etc. Client understands that

some corporate benefits will be passed onto the relevant account of Vishwas by issuer company(ies). It is understood and agreed that these corporate benefits will continue to remain with Vishwas unless a request (to be binding upon Vishwas only if evidenced by a photocopy/carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) is made by Client for transfer the same to Client's own account. The transfer by Vishwas shall not be immediate but take reasonable time, subject to there being no pay - in obligations/ margin obligations/collateral obligations needed to be fulfilled by corporate benefits received.

Further, where Client is keeping securities with Vishwas for ease of dealing for consideration as margin/security/collateral etc., Client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that Client shall free the securities from any margin/collateral/security/ pay -in obligations and get them moved through request (to be binding upon Vishwas only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance to Client's own beneficiary account and take necessary action for applying and/or receiving corporate benefits. In exceptional circumstances Vishwas may upon request (to be binding upon Vishwas only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance take actions for and on behalf of Client to / apply and / or receive such corporate benefits such as for Right Issue/Open Offer/Buy Back for the shares held by Vishwas on behalf of client (subject to Client making available free funds etc. for the same well in advance). However Vishwas shall not be liable for any loss/claim whatsoever in the event such application is rejected by Registrar /Company /Manager to the Issue for any reason.

42. The Client agrees that this MoU and agreements etc. preceding or succeeding it are non-assignable without prior written approval of "the Stock Broker".
43. This MoU and any preceding and / or succeeding agreements / documents shall not be affected by Client's death, dissolution and/or winding-up and its / his/her their estate,

effects heirs, executors, administrators and legal representatives will continue to be liable for full payment of all the moneys payable and/or due to "the Stock Broker".

44. "The Stock Broker" may grant / transfer to any person / blank financial institution, for any purpose whatsoever, any of its rights under this "MoU" or under any preceding or succeeding agreements/writings etc. including the right to any amounts receivable by "the Stock Broker" or any other rights and may grant/ transfer such rights by way of sale or as a charge or as a security and any person to whom such rights are granted / transferred shall be entitled to the full benefit of such rights.

45. **EVENTS OF DEFAULT AND TERMINATION**

Each of the following events is, and shall be deemed to constitute, an "Event of Default".

- a. If "the Client" defaults in the payment of any obligations as and when they become payable;
- b. If "the Client" does not maintain the Margin at the prescribed levels;
- c. If "the Client" has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- d. If "the Client" has voluntarily or compulsorily become the subject of proceeding under any bankruptcy or insolvency law or being a company, goes into liquidation or has 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;
- e. If "the Client" being a partnership firm, has any steps taken for dissolution of the partnership;
- f. On the death/lunacy or other disability of "the Client".
- g. If there is reasonable apprehension that "the Client" is unable to pay its debts or "the Client" has admitted its inability to pay its dues, as they become payable;
- h. If "the Client" suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the "the Stock Broker";
- i. If there is any commencement of a legal process against "the Client" under any law in force;
- j. If "the Client" has taken or suffered to be

taken any action for its reorganization, liquidation or dissolution;

- k. 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";
- l. If "the Client" is in breach of any term, condition or covenant of this MoU or any preceding or succeeding agreements with Stock Broker;
- m. If any covenant or warranty of "the Client" is incorrect or untrue in any material respect;
- n. If "the Client" creates any encumbrance over the securities placed as margin, or otherwise takes any action towards creation of such encumbrance over the securities placed as margin;
- o. If the title of "the Client" to the securities placed as margin is in jeopardy or if there is an attachment or lien against the securities placed as margin;
- p. If the Client acts /or desists from acting in any manner which will jeopardize the securities placed as margin or the powers vested in "the Stock Brokers" under the Power of Attorney from being exercised by "the Stock Broker" (acting through its authorized representative);
- q. There exists any other circumstance, which in the sole opinion of "the Client" is prejudicial in the interest of "the Client"; and
- r. If an event of default has occurred under any other agreement entered into by "the Client".
- s. If the action of "the Client" are prima facie illegal/improper (without limitations misbehavior, threat to person / property of stock broker or its employees, entry in to stock brokers premises in intoxicated state) such as to manipulate the price of any securities or disturb the normal, proper functioning of market, either alone or in conjunction with others.
- t. If, in the opinion of "the Stock Broker" "the Client" has committed assisted, abetted crime / fraud or/ is likely to evade/ violate or assist or abet violation/ evasion of any laws, rules, regulations, directions of a lawful authority whether Indian or foreign if "the Stock Broker" so apprehends.
- u. If any Event of Default has occurred or is continuing, "the Stock Broker" shall have

the right to suspend or terminate the MoU and all other preceding and succeeding agreement with "the Client" without notice during suspension all trading and other services to Client shall remain suspended.

46. The Client agrees that the failure of Vishwas to enforce at any time any terms contained in this "MoU" shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
47. Except where the bye-laws provide otherwise, the Parties agree to exclusive jurisdiction of

courts of law at Delhi

48. If any provisions of this "MoU" are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if any such invalid / unenforceable provisions or terms were not contained herein.

Client confirms having read and accepted the terms and conditions of this document titled as "Memorandum of Understanding: inter-alia comprising citation and clauses 1 to 48 and accepts and agrees to be bound by all of them including those excluding/limiting Vishwas's liabilities.

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

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

Signed and Delivered by

Client- Name and Signature

Client Name RAI KUMAR GUPTA

Signature [Signature]

WITNESS : Name and Signature (on behalf of Client)

1st Witness

Name RAM KUMAR

Signature [Signature]

Address 301 Sadar Bazar

Delhi

PIN Code 110009

2nd Witness

Name SANJOSH

Signature [Signature]

Address 310 Sadar Bazar

Delhi

PIN Code 110009

Place DELHI Date

Signed and Delivered by

Vishwas Fincap Services Pvt. Ltd.

Authorised Signatory

WITNESS : Name and Signature (on behalf of Vishwas)

1st Witness

Name

Signature [Signature]

Address

PIN Code

2nd Witness

Name

Signature [Signature]

Address

PIN Code

Place Date

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

RUNNING ACCOUNT AUTHORISATION

To,

Vishwas Fincap Services Pvt. Ltd

WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We have been / shall be dealing through you as my/our broker on the Capital Market and/ or Futures & Option Segments/Currency Derivative Segments, I / we further authorize you to follow these instruction across exchanges across segments in which I / we have already opened accounts with you or I may open account in future. As my/our broker i.e. agent I/ we direct and authorize you to carry out trading/ dealings on my/our behalf as per instructions given below.

I/am/We are aware that you and I/we have the option to deliver securities/ make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars, issue by exchange/ regulatory authorities. However, I/we find it difficult to carry out repeated pay-in of funds and securities. Further, I/we also desire to use my/our securities and monies as margin / collateral without which we cannot deal/trade.

Therefore I /we hereby direct and authorise you to maintain running account(s) for me/us and from time to time debit these securities and funds from running accounts and make pay-in of securities and funds to exchanges/clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive securities funds in settlement of trades/ dealings please keep the securities and monies with you and make credit entries for the same in running accounts of securities and funds maintained by you. Further, the funds & securities can be transferred from one segment to other and from one exchange to another as per the requirements. Further, subject to your discretion and valuation please treat my/our securities and funds lying to my/our credit in running accounts as margin/collateral for my/our dealings/ trading. You are authorize to do these acts across all exchanges & segments in which I / we have been shall be dealing with you.

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite securities/fund towards such obligations and may also retain the funds expected to be required to meet margin obligations for next trading days, calculated in the manner specified by the exchanges. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds and an extract from the client demat ledger (register of securities displaying all receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funds/securities and the details of the pledge, if any. I agree that if I/we fail to bring any dispute arising from the statement of accounts or settlement so made to your notice within 7 working days from the date of receipt of funds/securities or statement, as the

case may be in writing by delivery at your corporate office then in that event the statement of accounts or settlement so made shall attain finality and I/we shall have no right to dispute any/either of these ever. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please further note that while I/we am/are entitled to revoke this authorisation at any time, however, such termination shall be subject to notice. It shall be effective from the date of physical delivery of revocation letter at your registered office to allow you to make necessary changes to handle my account without running account authorisation. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our direction given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental special or exemplary damages, caused by retention of securities / monies under this agreement.

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

☐ Once in a Calendar

☒ Once in a Calendar Quarter

Thanking you,

Yours faithfully,

Signature AKS

Client Name RAJ KUMAR GUPTA

Date

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

AUTHORISATION FOR ELECTRONIC CONTRACT NOTES / SMS ALERTS

To,

Vishwas Fincap Services Pvt. Ltd

WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We have been / shall be dealing through you as my / our broker on the Capital Market and/ or Futures & Options Segments / Currency Derivative Segments. This instruction is applicable for all the exchanges / segments in which I / we have opened account with you. As my / our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

I/ We understand that, I / we have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/ we hereby opt for receipt of contract notes in electronic form. I/ We hereby also give my/ us consent for providing me/ us Trade Confirmations through your SMS alert services. Accordingly, please note my current email id and Mobile Number on your record for sending the communication to me / us.

Email Id R K GUPTA@ya400.c0.1n

Mobile No. 9867600339

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

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

I/ We understand that SMS Alert service is purely a voluntary facility provided by you to us and it shall be my/our responsibility to check the data with the actual contract notes/financial ledger given by you. The messages flashed shall be merely reminders for my/ our convenience and I/ We agree not to hold you liable for any incompleteness/ inaccuracies in the messages sent and that I/ We shall take all our actions based on the normal confirmations received by me/us.

In case , in any of the above segments / exchanges due to any reason, whatsoever, if you want to send contract notes in physical form, I / we here by permit you to send the same in physical mode.

I/We understand that I/we am/are required to intimate any change in the email id/ mobile number mentioned herein above needs to be communicated by me through a duly signed request letter in original to you, provided however that if I/we am/are an internet client then in that event the request for change in email id/ email account can be made by me/ us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

Signature RKG

Client Name RAS KUMAR GUPTA

Date

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

VERBAL ORDER ACCEPTANCE AUTHORISATION

To,
Vishwas Fincap Services Pvt. Ltd
 WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We have been / shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options Segments / Currency Derivative Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my / our broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.


I/We agree and acknowledge that it is advised and preferred you that I/We give instructions for order placement/ modification and cancellation in writing and to avoid disputes, I/we must give instructions in writing and take signatures of your duly authorised officers at the branch along with your company stamp on the carbon/photocopy of the instructions in acknowledgement of receipt of my/our instructions.

As I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my / my authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I /We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) under the plea that same were not under mine/our instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above..

Thanking you,

Yours faithfully,

Signature 

Client Name RAS KUMAR GUPTA

Date

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

AUTHORISATION

To,
Vishwas Fincap Services Pvt. Ltd
 WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We understand that in case, of my/our failure to make the funds pay in or delivery of securities for my/our deals/trading by designated day, you are entitled to sell off in the market the securities received in pay out and/or deem our position closed out at applicable rates; or

I/We do hereby request you not to carry out such sell off in the market the securities received in pay out and/or deem my/our positions closed out and I/We shall in consideration thereof shall pay the opportunity cost/interest on such non sold off securities and/or non closed out position without demur or protest at such opportunity cost and/or interest as you shall determine entirely at your discretion.

I/We do hereby indemnify and agree to compensate for any losses, penalties you may suffer for agreeing to this direction.

Thanking you,

Yours faithfully,

Signature 

Client Name RAS KUMAR GUPTA

Date

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

AUTHORISATION FOR AUTHORISED PERSON

To,

Vishwas Fincap Services Pvt. Ltd

WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I have been/shall be dealing through you as my broker i.e. agent on the Cash Segment and/or Futures & Options Segments / Currency Derivatives Segment at NSE/BSE

I/We authorise Mr./Ms. R/o of deal/transact on my/our behalf and to place orders, give instructions, make & receive payments of securities and monies, collect contract note bills, order confirmations, trade confirmations, account statements and any other documents or communication. Mr./Ms. is also authorised by me/us to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my/our behalf which I/we can do. And I/we the undersigned do hereby agree and declare and confirm that all the acts and things done by him / her substitute shall be my/our act, deeds and things validity done by me/us to all intents and purposes.

Please treat this authorization as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.

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

Thanking you,

Yours faithfully,

Signature



Client Name

RAJ KUMAR GUPTA

Date

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

Sign of the Authorised Signatory..... (Mr./Ms.)

(Signature of Mr./Ms. attested)

Signature of the client



STANDING INSTRUCTIONS

To,

Vishwas Fincap Services Pvt. Ltd

WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options Segments/Currency Derivative Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my/our behalf as per instructions given below.

Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the Trading Terminal.

The Client hereby authorizes Vishwas to maintain records / books of accounts for the Client collectively for different exchanges/ segments of the exchanges and / or any other service which the Client may be availing.

Thanking you,

Yours faithfully,

Signature



Client Name

RAJ KUMAR GUPTA

Date

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

**AUTHORISATION LETTER FOR ADJUSTMENT OF PAYIN & PAYOUT OBLIGATIONS
OF SECURITIES/CONTRACTS ACROSS EXCHANGES**

To,
Vishwas Fincap Services Pvt. Ltd
WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I/We, RAJ KUMAR GUPTA, an individual/a sole proprietary concern/a partnership firm/ a body corporate/Trust, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956 or any relevant Act having my/our residence /registered office at

A-101, NAMAK PURA

DELHI

(hereinafter referred to as the "Client")

That I/we, am/are a Client of Vishwas Fincap Services Pvt. Ltd and have executed a separate MOU with each of the aforesaid company/ies for investing/trading in securities/currency derivatives contracts admitted/permited for dealing on the respective Exchanges and also for investing/trading in those contracts admitted/permited for dealing on the Derivatives/Currency Derivatives Market Segment of the respective Exchanges.

That in respect of the aforesaid MOU. I/we hereby authorize you to meet the Payin/Payout obligations arising at NSE, BSE, without transferring the same to my/our demat account as and when such inter exchange obligations arise in the securities/contracts traded by me/us across either Exchanges with Vishwas.

Furthermore, the aforesaid authority conferred as above shall subsist even after the termination of the aforesaid Member-Client Agreements with Vishwas until all obligations under the said agreements are satisfied fully by me/us.

Thanking you,

Yours faithfully,

Signature

[Signature]

Client Name

RAJ KUMAR GUPTA

Date

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

PRO-ACCOUNT DISCLOSURE INFORMATION

To, Vishwas Fincap Services P. Ltd
310, Nangal Raya
New Delhi - 110046

Dear Sir,

Subject : Pro-Account Disclosure Information

This is to inform you that we are doing trade in NSE and BSE in our own account no. _____

This information is given to you as per SEBI guidelines and Stock Exchange Norms.

Client- Name and Signature

Client Name

RAJ KUMAR GUPTA

Signature

[Signature]

Signed and Delivered by

Vishwas Fincap Services Pvt. Ltd.

Authorised Signatory

**DECLARATION, INDEMNITY CUM UNDERTAKING FOR NAME DISCREPANCY
IN PAN CARD, BANK PROOF & ADDRESS PROOF**

To,
Vishwas Fincap Services Pvt. Ltd
WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046

Dear Sir,

I RAJ KUMAR GUPTA S/o, W/o, D/o RAM KUMAR GUPTA

, refer to my Trading Account _____ with VISHWAS FINCAP SERVICES PVT. LTD(VISHWAS) do hereby affirm, declare and undertake that;

1. That my name as it appear on my trading account is RAJ KUMAR GUPTA PLEASE
2. That my name as it appears on my demat account is RAJ KUMAR GUPTA MENTION
3. That my name as it appears on the Income Tax website is RAJ KUMAR GUPTA IF
4. That my name as it appears on the Address proof is RAJ KUMAR GUPTA DIFFERENT
5. That my name as it appears on my Pan Card is RAJ KUMAR GUPTA
6. That my name as it appears on the Bank Proof is RAJ KUMAR GUPTA
7. That above mentioned names, on Trading account, Demat account, Tax website, Address proof, PAN Card No. _____ and Bank Account bearing no. _____ are mine alone.
8. That I hereby request Vishwas to maintain my name in Demat and Trading account as per the name appearing on the website / PAN card.
9. That I promise and undertake to get my PAN card altered in accordance with my name as appearing on the Income tax within 45 days from the date of signing thisundertaking. Vishwas may, at its sold discretion, terminate my trading and demat account in the event of me not getting my name altered within 45 days of signing thisundertaking.
10. That I further undertake to open a bank account in accordance with the name as appearing on the Income Tax website week from the date of signing this undertaking.
11. I further undertake that in case my name has been changed after approval from government authorities and notification gazette. I shall get the name change effected in PAN, Bank account etc. and furnish immediately to Vishwas.
12. That I further declare that I am responsible and I shall indemnify & keep indemnified Vishwas, its directors, officers, employees, agents from and against any and all losses, claims, liabilities, obligations, damages, deficiencies, judgements, action proceedings arising out or in relation to corporate benefits, IPO refund, Foreign Exchange Management Act (FEMA) transfer, dematerialization of securities, rematerialization of securities, dividends, interest etc., that may arise out Declaration-cum-undertaking and/or acting on this basis.

That the contents of this declaration, Indemnity-cum-undertaking have been explained to me in vernacular and I have understood before signing it. That this declaration, Indemnity-cum-undertaking given by me to Vishwas is by my absolute free will and coercion, undue influence, pressure etc., and at present I am having sound health and mind.

Thanking you,

Yours faithfully,

Signature

RG

Client Name

RAJ KUMAR GUPTA

Date

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

LETTER OF LIEN

Name RAJ KUMAR GUPTA

Date | | | | | | | | | |

Address A-101 NAMAK PURA

Client Code | | | | | | | |

Pin Code

1	1	0	0	7	0
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To

- (1) Vishwas Fincap Services Pvt. Ltd
[Member of NSE, BSE,]
WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046
- (2) Vishwas Commodities Private Limited
[Member of MCX, NSEL]
WZ 310, Nangal Raya, Jail Road, Delhi Cantt., New Delhi 110046
(Hereinafter jointly referred as 'Vishwas')

Dear Sir,

I/We RAS KUMAR GUPTA

an individual/a sole

an individual/a sole
 proprietary concern/a partnership firm / a body corporate/Trust, registered / incorporated, under the provisions of the Indian Partnership Act, 1932/the
 Companies Act, 1956 or any relevant Act, (hereinafter referred to as the "Client") having my / our residence / registered office at

That I/we, am/are a Client of/intend to be a Client of Vishwas Fincap Services Pvt. Ltd and/or Vishwas Commodities Private Limited (Jointly referred to as VISHWAS) and have executed/intend to execute a separate Agreement with each of the aforesaid company/ies for investing/trading in securities, currency derivatives and/or commodities admitted/permitted for dealing on the respective Exchanges and also for investing/trading in those contracts admitted/permitted for dealing on the Derivatives/Currency Derivatives Market/Commodity Derivative Market Segment of the respective Exchanges.

That in respect to the aforesaid agreements, I/we hereby authorise VISHWAS to exercise the right to set off the balances in my/our accounts with VISHWAS in any segment/exchange with respect to monies, securities, currency derivatives contracts and/or commodities. All monies, securities or other property, which VISHWAS may hold on my/our account, shall be held subject to a general lien for the discharge of my/our obligations to VISHWAS under these agreements. The right of lien and set-off conferred to VISHWAS by me/us are as follows :

1. All securities in the demat account opened (if any) with the depository Participant (namely Vishwas Fincap Services Pvt. Ltd.) shall be subject to lien for the discharge of any or all payments due to VISHWAS from me/us or any other obligations to VISHWAS and may be held by VISHWAS as a security against default by me/us in respect of the services already availed of by me/us from VISHWAS.
2. The enforcement of the lien aforementioned shall be at the sole and complete discretion of VISHWAS.
3. I/We agree that VISHWAS shall have the right of set-off amongst all trading account(s) maintained by me/us with VISHWAS.
4. The right of set-off as aforesaid shall extend to my/our trading accounts with respect to all broking transactions with associated concerns, affiliates or sister concerns of VISHWAS as though such accounts are maintained with VISHWAS.

Furthermore, the aforesaid lien/set-off conferred on VISHWAS shall subsist even after the termination of the aforesaid Member - Client Agreements with VISHWAS until all obligations under the said agreements are satisfied fully by me/us. The said right of lien/set-off shall be exercised by VISHWAS jointly and/or, severally by each of the aforesaid companies.

Thanking you,

Yours faithfully,

Signature

~~PKG~~

Date _____

Client Name

RÂS KUMAR GUPTA

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

NOTICE ON IMPORTANT ISSUES

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

- Please note that the Stock Brokers are not permitted to run any schemes giving "Fixed Returns" to the Clients, and accordingly Vishwas Fincap Services Private Limited, doesn't operate any scheme giving "Fixed Returns", and you are therefore advised & cautioned to not to be deceived by any person, offering or requesting to you join any such scheme.
- Please note that company does not accept cash for any dealings with our clients, whatsoever and accordingly once again caution, advice & warn you to refrain from making any payment to the Company or any person in representative capacity, in cash. We inform you that any payment made by you should only be made through secure banking channels i.e valid & crossed negotiable instrument or online, through RTGS/NEFT etc in name of Vishwas Fincap Services Private Limited only. Further, credit for payment received is given to the Client's Account only where the payment has been made from the Bank account of the Client mapped with us.
- We do hereby inform and notify you that unless otherwise specifically agreed by us in writing, our services do not go beyond the scope as mentioned in the documents executed between us, accordingly the role envisaged to be played by Vishwas Fincap Services Private Limited is restricted to facilitating, only and only as a stock – broker, the execution of transactions intended to be executed by you on your own risk and responsibility and as considered suitable by you, taking into consideration, your risk bearing capacity.
- Further you are also informed that none of the employee or agent of Vishwas Fincap Services Private Limited is authorized to offer any investment advice, and therefore you are advised to refrain from seeking or places reliance on the advice from any such person. If despite this notice, you choose to seek and rely on any advice, offered by any person, whether related or unrelated to Vishwas Fincap Services Private Limited in any manner, you shall be doing so at your own risk and responsibility, and the dealings between you and the person offering the advice shall be absolutely personal between you, and such person, for which Vishwas Fincap Services Private Limited will not assume any liability.
- We also reiterate here that the Stock Market is highly volatile and unpredictable and it is impossible for anyone to predict the future development in the market place, therefore any one assuring you any returns should not be relied upon by you. Further you are also advised to not to allow or authorize any person to trade on your behalf, in expectation of any assured returns, and must understand that where you authorize or allow any person on your behalf, you would be entering into a "Principle Agent" relationship with such person and therefore be entirely responsible for his/her actions, whether resulting into "profit" or "Loss".
- Vishwas Fincap Services Private Limited also conducts research on various activities of the Stock Market and whenever considered appropriate, shares the knowledge and opinion derived from such research with its clients and others desirous of receiving such information, however as our client, you must understand that such information is only a general opinion of Vishwas Fincap Services Private Limited, which is not designed for, or

takes into consideration, the factors specify to your risk bearing capacity and perception. You are therefore advised to rely only on your own judgment while taking any investment of the opinion of the concerned researchers; it is neither any advice intending to encourage you to undertake any activity nor any offer to sell or a solicitation to buy any securities. As our client you may also read our opinion published on our website or publications, keeping in mind the contents of this notice to you. Further in order to benefit from the research carried out

on its behalf, Vishwas Fincap Services Private Limited, its directors or its employee may, their sole discretion may acquire position in the scrips which are the subject matter of such research.

Declaration by Client

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

Name of the Client _____



DECLARATION

I/We having compiled with the requisite formalities, as prescribed, for being a Client, have opened a trading account with Vishwas Fincap Services Private Limited.

- I have attained the age of 18 and do not suffer from any conditions which make me ineligible for entering into a valid and binding contract.
- I/We am/ are regular investor in the stock markets in India.
- I/We am/are conversant with the laws, practices, rules, regulations, guidelines,, circular, etc. including, but not limited to those prescribed by the Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI) and Exchanges .I/We also undertake to keep myself overduers informed and understand the implication of any changes that are made of such laws, practices, rules, regulation, guidelines, Circular etc.
- I/We give an undertaking that I/We shall not deal with Vishwas Fincap Services Private Limited in any prohibited manner.
- I/We understand that I/We have been advised not to take any investment advise from any of the employees or associates from Vishwas Fincap Services Limited, and in case I/We do so, despite the advise against the same, I/We shall be acting at my/ our exclusive risk and responsibility
- I/we agree to accept any measures; which in the opinion of Vishwas Fincap Services Private Limited, are required to enhance security procedures, in relation to my/our account& trading.
- VFSPL may, thought it is not bound to, create voice-logs by recording the conversation made, while placing any orders by me, and such voice logs, wherever available, shall be the conclusive proof of the dealings made by me/us.
- I/we hereby further declare that I/We will not give any third party shares for settlement of my/our obligation to the Exchange.
- I/We hereby further declare that I/We will not receive or give any money in cash or in kind during the course of my dealings with VISHWAS

FINCAP SERVICES PRIVATE LIMITED.

- I/We hereby further declare that I am/We are not party to any illegal practices that may be prevalent in the Stock Market.
- I/we hereby authorize Vishwas Fincap Services Private Limited to adjust the amount due from/to me/ us against my/our dues to/from any of the sister concerns of Vishwas Fincap Services Private, and such adjustment, wherever made shall be binding on me/us and therefore not be objected to, by me/us.
- I/We hereby further declare that I/We will not carry out any unfair trade practices such as Synchronized deals, structured deals, Circular Trading in the Capital Market and Future and Options segment.
- I/We hereby further declare that I/We will not place any order on the Exchange which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is a corresponding underlying securities position in the cash or futures segment of the respective Exchange.
- I am/We are aware and I/We agree to pay Vishwas Fincap Services Private the brokerage, commission, fees, processing fees, and other charges which are prescribed by regulators as they exist from time to time and as apply to the client account and transactions and the services that the client receives from the Vishwas Fincap Services Private.
- I/We hereby further declare that I/We am/are aware of the provisions of the Prevention of Money Laundering Act 2002 (PMLA) as far as they concern me/us as investor /client and I/we declare that I/we have never been convicted /barred from dealing in securities market in the past under the said act.
- I/we confirm that I am /We are in compliance with the "Know Your Client"(KYC)guidelines including conducting due diligence required for Anti Money Laundering (AML) checks as prescribed by the FIU/SEBI. I/We further confirm that all KYC and due diligence process has been followed on a

continuous basis as long as our account continues to be held with Trading Member. Further I/We agree to submit / provide all the statutory document / other compliance details to my / our trading account whenever required, to fulfill my/our obligation under PMLA

- We hereby / further declare that I/we will not indulge either directly or indirectly in any of the above mentioned fraudulent or unfair trade practices either individually or in concert with other persons/entities. In the event of any of the above fraudulent or unfair trade practices are noticed by the exchange or regulatory authorities, then I/we shall be solely responsible for such acts as noticed and you shall not be responsible for my/our illegal and fraudulent and unfair trade practices in the capital market segment and future and option segment of the exchange.
- I/We understand that Vishwas Fincap Services Private shall not be responsible of any losses, costs or damages resulting directly or indirectly from the below mentioned circumstances:
 - 1) any action, omission, suspension or trading, decision or ruling or any exchange or

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

- 2) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders of other information, or telecommunication or computer system.
- 3) I/We further understand that the above Force Majeure events do not exempt me/ us to fulfill the obligation in my/our account.

- I/We read and understood the set of documents provide to me/us, and understand that this set of documents ,from the date of its execution, supersedes the previous documentation, if any executed between me/us and Vishwas Fincap Services Private Limited, for the purpose of opening my/our trading account with them.

I/We hereby give this declaration to you without any coercion with sound mind and voluntarily to you which shall be part of my/our Client Registration Form and Account Opening Form on the dates mentioned therein.

Name of the Client _____



ACKNOWLEDGMENT FROM CLIENT



Vishwas Fincap Services Pvt. Ltd.

SEBI Reg. Nos.: NSE-INB231402430
NSE-INF231402430
NSE-INE231402430

SEBI Reg. Nos.: BSE-INB011402436
BSE-INF011402436

Head Office: Wz-310, Nangal Raya, Jail Road, Delhi Cantt, New Delhi -110046
Phone : 011-47115555-75, 32008702, Fax : 011-28112661
Mobile : 09212187004 / 05 / 06, E-mail : info@vishwasfincap.com
Clearing Member: Globe Capital Market Ltd.
609, 6th Floor, Ansal Bhawan, 16, K.G. Marg, New Delhi - 110001
SEBI Reg. No.: NSE-INF230663732, BSE-INF010663731

I/we hereby acknowledge the receipt of duly executed copy of KYC, RDD and all other documents as executed by me/us. Further I/we confirmed that the documents for KYC submitted by me/us are true and correct. I/we acknowledge that the other details related to my/our account are as under:

Trading Code..... UCC.....

My E-mail ID..... RK GUPTA@YAHOO.CO.IN

Signature of Client

Branch Code :
Back Office Code :
Terminal Code :
Name of Client :

तन्नो लक्ष्मीः प्रचोदयात्

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Registered Office/H.O.: WZ-310, Nangal Raya, Jail Road, Delhi Cantt, New Delhi -110046

Phone : 011-47115501-5530, Fax : 011-28112661

E-mail : vishwas@vishwasfincap.com

Website: vishwasfincap.com