



TRACOMTM
Stock Brokers Pvt. Ltd.
Since 1995

MEMBER: NSE | BSE | DP-NSDL

Trading + Demat Account Opening Form

Individual

Client Code:

Client Name:

Demat A/c No:

Client Through: Direct AP

Name of the Stock Broker / Trading Member	Tracom Stock Brokers Pvt Ltd										
Registered and Corporate/ Correspondence Office	A-705, The First, Behind Keshavbaug Party Plot, Vastrapur, Ahmedabad 380015, Gujarat, India Phone : 079 -29666001-8 Email : info@tracom.co.in Website : www.tracom.co.in										
Registration Details	<table border="1" data-bbox="619 555 1241 683"> <thead> <tr> <th>EXCHANGE</th> <th>SEGMENT</th> <th>TM ID</th> </tr> </thead> <tbody> <tr> <td>NSE</td> <td>CASH AND F&O</td> <td>08154</td> </tr> <tr> <td>BSE</td> <td>CASH AND F&O</td> <td>6148</td> </tr> </tbody> </table> <p>SINGLE SEBI Regn. No. : INZ000246930</p>		EXCHANGE	SEGMENT	TM ID	NSE	CASH AND F&O	08154	BSE	CASH AND F&O	6148
EXCHANGE	SEGMENT	TM ID									
NSE	CASH AND F&O	08154									
BSE	CASH AND F&O	6148									
Clearing Member Details	NSE CASH & BSE CASH - Tracom Stock Brokers Pvt Ltd NSE F&O - Stock Holding Corporation Of India Ltd Address : Unit No. 301, 3rd Floor, Peninsula Center Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai-400012 SEBI Regn. No. : INZ000241237										
Depository Details	DP of NSDL DP ID : IN 302332 SEBI Regn No. IN-DP-178-2015										
Compliance Officer	Mr Anuj V Shah (CM) Phone : 079-29666001 Email : anuj@tracom.co.in	Mr. Harish P Panchal (DP) Phone: 079-29666001 Email : dp@tracom.co.in									
CEO Details	Mr Anuj V Shah Phone : 079-29666001 Email : anuj@tracom.co.in										
Contact for any Grievance/Dispute	Tracom Stock Brokers Pvt Ltd at the above address or IG Email : tracom_investor@rediffmail.com. In case not satisfied with the response, please contact the concerned Exchange(s)/Depository at Investor Grievance Cell: National Stock Exchange of India Ltd (NSE) at 022-26598190 Email : ignse@nse.co.in, Bombay Stock Exchange Ltd (BSE) at 022-227228097 Email : is@bseindia.com, National Securities Depository Ltd (NSDL) at 022-24994200 Email : relations@nsdl.co.in										

This information is only for Tracom Stock Brokers Pvt Ltd and would not be disclosed to anyone unless required by law or except with express permission of client.

DECLARATION

We hereby declare and inform to all concerned That Tracom and/or its employees and/or its APs trade in OWN/Proprietary or respective Accounts in any of the Exchange Segment of which Tracom is a member or may become a member. Knowing this fact you may apply to register as our client or client through the AP.

INDEX OF DOCUMENTS

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI AND EXCHANGES - PART A

Sr. No.	Name of the Document	Brief Significance of the Document	Page Nos
1.	Account Opening Form	A. KYC Form - Document captures basic information about the constituent (For Individuals) and instruction/check list B.Document captures the additional information about the constituent relevant to trading and demat account and an instruction/ checklist with Nomination details	1-7
2.	Policies and Procedures	Document describing significant policies and procedures of the Stock Broker	8-9
3.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) And demat services charges with conditions for charges	10-12

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI AND EXCHANGES - PART B (SEPARATE DOCKET)

Sr. No.	Name of the Document	Brief Significance of the Document	Page Nos
4.	Rights and Obligations	Document stating the Rights & Obligations of Stock Broker / Trading Member, AP and client for trading on exchange(s) including additional rights & obligations in case of internet/wireless technology based trading) and rights & obligations of DP & BO	13-19
5.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	20-22
6.	Guidance Note	Document detailing do's and don't's for trading on exchange, for the education of the investors	23-24
7.	Investor Charter- Stock Broker	Investor Charter for Stock Brokers as prescribed by SEBI	25-29
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VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER - PART C

Sr. No.	Name of the Document	Brief Significance of the Document	Page Nos
9.	Additional clauses agreed between Stock Broker and Client	Document detailing additional clauses agreed between the Stock Broker & Client for smooth operations and compliance.	35-37
10.	Running Account Authorisation	Documents showing voluntary clauses for running account maintenance	38
11.	FATCA Confirmation & PMLA & Risk Categorisation	FATCA/CRS declaration for Individuals & information required as per PMLA policy of Stock Broker & Risk Categorisation	39

You may visit www.tracom.co.in to view Soft Copy of Docket B. Further, the above documents is also made available in vernacular languages, please visit our website or download from BSE website Link http://www.bseindia.com/investors/client_regislanguages.aspx?expandable=3 and on NSE website Link <https://www.nseindia.com/trade/members-client-registration-documents11>

A. IMPORTANT POINTS :

1. Self-attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by original for verification. In case the original of any documents is not produced for verification, then the copies should be properly attested by entities authorized for 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 proof 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. PAN card with photograph. This is a mandatory requirement for all applicable except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number(UID)(Aadhaar)/ Passport/ Voter ID card/Driving license.
3. Identity card/ document with applicant's Photo, issued by any of 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.

C. 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, 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 apostilled 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/clarification 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 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/ Cooperative 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. 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

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

- G.** Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code and IFSC Code of the bank should be submitted.
- H.** Demat master or recent holding statement issued by DP bearing name of the client.

I. For individuals :

1. 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.
2. In case of non-resident clients, employees at the stock broker's local office, overseas can do inperson' 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.

CENTRAL KYC REGISTRY

Know Your Customer (KYC) Application Form | Individual



Important Instructions:

A) Fields marked with "*" are mandatory fields. | B) Tick ✓ wherever applicable. | C) Please fill the form in English and in BLOCK letters. | D) Please fill the date in DD-MM-YYYY format. | E) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated. | F) Please read section wise detailed guidelines/instructions at the end. | G) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end. | H) List of two character ISO 3166 country codes is available at the end. | I) KYC number of applicant is mandatory for update application. | J) The 'OTP based E-KYC' check box is to be checked for accounts opened using OTP based E-KYC in non-face to face mode.

For office use only Application Type* New Update
 (To be filled by financial institution) KYC Number (Mandatory for KYC update request)
 Account Type* Normal Minor Aadhaar OTP based E-KYC (in non-face to face mode)

1. PERSONAL DETAILS (Please refer instruction A at the end)

Name* (Same as ID proof) Prefix First Name Middle Name Last Name

Maiden Name (If any*)

Father / Spouse Name*

Mother Name*

Date of Birth* DD - MM - YYYY Country & City of Birth*

Gender* M- Male F- Female T-Transgender PAN* Form 60 furnished

Marital Status* Married Unmarried Others Citizenship* IN-Indian Others-Country Country Code

Residential Status* Resident Individual Non Resident Indian Foreign National Person of Indian Origin

Occupation Type* S-Service (Private Public sector Government Sector) Person of Indian Origin

O-Others (Professional Self Employed Retired House wife Student)

B-Business X-Non Categorized

2. PROOF OF IDENTITY AND ADDRESS (Please refer instruction B at the end)

I (Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A- Passport Number

B- Voter ID Card

C- Driving Licence

D- NREGA Job Card

E- National Population Register Letter

F- Proof of Possession of Aadhaar

II E-KYC Authentication

III Offline Verification of Aadhaar

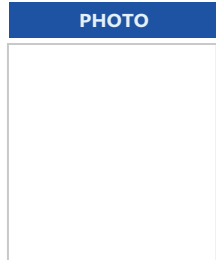
Address

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*



3. CURRENT ADDRESS DETAILS (Please refer instruction B at the end)

Same as above mentioned address (In such cases address details as below need not be provided)

I (Certified copy of OVD or equivalent e-document of OVD or OVD obtained through digital KYC process needs to be submitted (anyone of the following OVDs)

A- Passport Number

B- Voter ID Card

C- Driving Licence

D- NREGA Job Card

E- National Population Register Letter

F- Proof of Possession of Aadhaar

II E-KYC Authentication

III Offline Verification of Aadhaar

IV Deemed Proof of Address- Document Type Code

V Self Declaration

Address

Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

TRADING / DEMAT ACCOUNT RELATED DETAILS

Sole/ First Holder's Name PAN*

Second Holder's Name PAN*

Third Holder's Name PAN*

For Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name & PAN of the Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:

Name PAN*

TYPE OF ACCOUNT

Ordinary Resident
 NRI-Repatriable
 NRI-Non Repatriable
 Qualified Foreign Investor
 Foreign National
 Promoter
 Margin
 Others (please specify) _____

In case of NRIs/ Foreign Nationals

RBI Approval Reference Number _____ RBI Approval Date

Account holder(s)	Sole/ First Holder	Second Holder	Third Holder
Occupation (please tick any one and give brief details) Brief Details: _____	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify); _____	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify); _____	<input type="checkbox"/> Private Sector <input type="checkbox"/> Agriculturist <input type="checkbox"/> Public Sector <input type="checkbox"/> Retired <input type="checkbox"/> Government Service <input type="checkbox"/> Housewife <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Others (Please specify); _____
	Mob. <input type="text"/>	Mob. <input type="text"/>	Mob. <input type="text"/>
I hereby declare that the aforesaid mobile belongs to			
	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children
	E-mail: <input type="text"/>	E-mail: <input type="text"/>	E-mail: <input type="text"/>
I hereby declare that the aforesaid E-mail belongs to			
	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children	<input type="checkbox"/> Me <input type="checkbox"/> My Spouse <input type="checkbox"/> My Dependent Parents <input type="checkbox"/> My Dependent Children
	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> None	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> None	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> None
Gross Annual Income Details: Income Range per annum (Please tick any one)			
	<input type="checkbox"/> Below 1 lac <input type="checkbox"/> 10-25 lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> >25 lac <input type="checkbox"/> 5-10 lac	<input type="checkbox"/> Below 1 lac <input type="checkbox"/> 10-25 lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> >25 lac <input type="checkbox"/> 5-10 lac	<input type="checkbox"/> Below 1 lac <input type="checkbox"/> 10-25 lac <input type="checkbox"/> 1-5 Lac <input type="checkbox"/> >25 lac <input type="checkbox"/> 5-10 lac
Investment or Trading Experience:			
	<input type="text"/> Stocks (Years/Months) <input type="text"/> Derivatives (Years/Months)	<input type="text"/> Stocks (Years/Months) <input type="text"/> Derivatives (Years/Months)	<input type="text"/> Stocks (Years/Months) <input type="text"/> Derivatives (Years/Months)

BANK ACCOUNT DETAILS (Attach proof for all) (Sr. No. 1 A/C will be default A/c)

Sr. No.	Bank Name	Branch Address	Account Number	A/C Type*	MICR	IFSC Code
		PINCODE:				
		PINCODE:				

Saving/ Current/ Others- In case of NRI/NRE/NRO

DEPOSITORY ACCOUNT DETAILS (Attach proof for all) (Sr. No. 1 A/C will be default A/c)

SR No.	DP Name	Depository Name (NSDL / CDSL)	Beneficiary Name	DP ID	Beneficiary Id (BO ID)

Note: In case of more than 2, please attach separate sheet duly signed.**STANDING INSTRUCTIONS**

1	I/We authorise you to receive credits automatically into my/our account.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2	Account to be operated through Power of Attorney (PoA)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3	SI for Auto pledge confirmation	<input type="checkbox"/> Yes <input type="checkbox"/> No		
4	SMS Alert facility: [Mandatory if you are giving Power of Attorney (PoA). Ensure that the mobile number is provided in the KYC Application Form]			
	Sr.No.	Holder	Yes	No
	1	Sole/First Holder	<input type="checkbox"/>	<input type="checkbox"/>
	2	Second Holder	<input type="checkbox"/>	<input type="checkbox"/>
	3	Third Holder	<input type="checkbox"/>	<input type="checkbox"/>
5	Mode of receiving Statement of Account (Tick any one)	<input type="checkbox"/> Physical Form	<input type="checkbox"/> Electronic Form (Read Note 3 and ensure that email ID is provided in KYC Application Form)	
6	I/We wish to receive Financial Statements(Annual Reports), AGM notice & other communications from issues in	<input type="checkbox"/> Physical Form	<input type="checkbox"/> Electronic Form	
7	Sharing of Email with RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No		

NOMINATION FORM

I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.

Nomination can be made upto three nominees in the account.		Details of 1 st Nominee	Details of 2 nd Nominee	Details of 3 rd Nominee
1	Name of the nominee(s) (Mr./Ms.)			
2	Share of each Nominee	Equally [If not equally, please specify percentage] %	%	%
		Any odd lot after division shall be transferred to the first nominee mentioned in the form.		
3	Relationship With the Applicant (If Any)			

4	Address of Nominee(s) City / Place: State & Country:				
		PIN Code			
5	Mobile / Telephone No. of nominee(s)				
6	Email ID of nominee(s)				
7	Nominee Identification details [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank A/C no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat A/c ID	Photograph of Nominee	Photograph of Nominee	Photograph of Nominee	

Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:

8	Date of Birth {in case of minor nominee(s)}				
9	Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}				
10	Address of Guardian(s) City / Place: State & Country:				
		PIN Code			
11	Mobile/Telephone No. of Guardian				
12	Email ID of Guardian				
13	Relationship of Guardian with nominee				
14	Guardian Identification details [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank A/C no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat A/c ID	Photograph of Guardian	Photograph of Guardian	Photograph of Guardian	

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
×	×	×

Name of Sole/First Holder

Name of Second Holder

Name of Third Holder

* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

Note:

This nomination shall supersede any prior nomination made by the account holder(s), if any.

The Trading Member / Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)

Signature of Witness for Nomination

Name and Address of the Witness	Signature of witness
	×

DECLARATION FORM FOR OPTING OUT OF NOMINATION (Ann B to SEBI circular SEBI/HO/MIRSD/RTAMB/CIR/P/2021/604)

I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / demat account.

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
x	x	x

Name of Sole/First Holder

Name of Second Holder

Name of Third Holder

* Signature of witness, along with the name and address are required, if the account holder affixes thumb impression, instead of signature.

Signature of Witness	
Name and Address of the Witness	Signature of witness
	x

TRADING PREFERENCE

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

<input type="checkbox"/> NSE Cash	Sign	x	<input type="checkbox"/> BSE Cash	Sign	x
<input type="checkbox"/> NSE F&O	Sign	x	<input type="checkbox"/> BSE F&O	Sign	x

PAST ACTION

Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years.

DEALINGS THROUGH AP AND OTHER STOCK BROKERS

If client is dealing through the AP, provide the following details:

AP Name: _____ Registration Number: _____

Registered Office Address: _____

Ph: _____ Fax: _____ Website: _____

Whether dealing with any other Stock Broker /AP (in case dealing with multiple Stock Brokers/ AP provide details of all) :

Name of Stock Broker/ AP: _____

Name of AP if any: _____

Client Code: _____ Exchange: _____

Details of disputes/ dues pending from/to such Stock Broker/ AP:

ADDITIONAL DETAILS

Whether you wish to receive Tax Invoice cum Contract Notes in Physical Electronic contract Note(ECN)

Whether you wish to receive Rights & Obligations of DP & BO in Physical Electronic Form

Whether you wish to receive Docket B (as per Index) in: Physical Electronic Form

Whether you wish to avail of the facility of Internet Trading/ wireless technology(Please specify): Yes No

Any Other Information: _____

INTRODUCER DETAILS

Name of the introducer			
Status of the introducer	<input type="checkbox"/> Authorized Person	<input type="checkbox"/> Existing Client	<input type="checkbox"/> Employee <input type="checkbox"/> Other_____
Address and Tel No. of the introducer		Signature of the introducer	

Client Declaration**For Demat Account**

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. 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. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

Notes:

- All communication shall be sent at the address of the Sole/First holder only.
- Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
- For receiving Statement of Account in electronic form:
 - Client must ensure the confidentiality of the password of the email account.
 - Client must promptly inform the Participant if the email address has changed.
 - Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
- Strike off whichever is not applicable.

For Trading Account

- 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 are aware that I may be held liable for it.
- I confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
- I further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Guidance Note' with 'Policy and Procedures'. I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for Information at www.tracom.co.in.

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
x	x	x

Date Place

FOR OFFICE USE ONLY

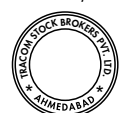
UCC Code allotted to the Client: _____

	Docs verified with Originals	Client Interviewed	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.

Date Place

Signature



Seal/Stamp of the stock broker

REFUSAL TO TAKE ORDERS (PENNY STOCKS):

Depending on the market conditions and risk containment measure Tracom may at any time at its sole discretion and without prior notice restrict or refuse the client to place order or trade in penny stocks or such other stocks/ contracts (though they might not be penny stocks including but not limited to stocks put under surveillance measures by Exchanges) as specified by Member. Any loss on account of such refusal shall be borne by client only.

SETTING UP CLIENT'S EXPOSURE LIMITS:

Tracom has its own RMS policy. On the basis of the same and on basis of the margins paid (in the manner specified by Tracom – which may vary from time to time) limits are assigned to the clients. These limits may be subject to change and may be increased/decreased as the need may be at the sole discretion of Tracom and or Exchange/ SEBI/Clearing Corporation. Tracom 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 but not limited to exposure limits, turnover limits, purchase /sell limits, mark to market loss 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 Tracom may need to vary or reduce the limits or impose new limits urgently on the basis of Tracom's risk perception and other factors considered relevant by it and Tracom may be unable to inform the client of such variation, reduction or imposition of limits in advance or otherwise. The client agrees that Tracom shall not be responsible for such variation, reduction or imposition of limits. Tracom shall have the prerogative to allow differential trading limits varying from client to clients, depending upon its assessment of the credit worthiness, integrity and past conduct of the client.

APPLICABLE BROKERAGE RATE:

Brokerage will be charged as decided by Tracom and informed to the client in this document including a percentage of the value of the trade or as a flat fees or otherwise and within the limits prescribed by SEBI/ EXCHANGE. It can be reviewed from time to time & may be decreased without written notice to the client. In case of an increase it shall be done after intimation to the client. Brokerage is exclusive of any charges or levies or taxes.

IMPOSITION OF PENALTY/DELAYED PAYMENT CHARGES:

The client understands and agrees that applicability of delayed payment charge by either party is solely at the discretion of Tracom. Without prejudice to margin funding guidelines issued by SEBI, any amounts which are overdue from a client toward settlement obligation or margin obligation either in cash segment and/or Derivative segment may attract delayed payment charges at the rate of 1.5 % per month or part thereof or such other rate as may be

determined by Tracom. This delayed payment charge is irrespective of any credit in any other family or group account. Interest may also be charged in case where the client fails to maintain the cash to collateral ratio as designated by Tracom in any segment that may be applicable. Tracom shall not be obligated to pay any interest on any credit balance, up-front margin or other amounts lying to the credit of the clients account. Tracom will pass on any penalty or fine that may be levied upon it by the Exchange/SEBI or any other authority on account of the client's activity through it.

In case client has not opted for running account maintenance, any amount which are overdue from a Trading Member towards settlement pay out after meeting all pending settlement/ margin obligations or dues, may attract delayed payment charges at the rate of 1.5 % per month or part thereof or such other rate as may be determined by the Trading Member.

In case client has opted for running account maintenance, any amount which are overdue from a Trading Member towards the available undisputed credit balance in client ledger after meeting settlement and/or margin obligation and making provision for next 5 trading day settlement and / or margin obligation, calculated in the manner specified by the exchanges or amount as demanded by client, in writing, out of available ledger balance, whichever is less, may attract delayed payment charges at the rate of 1.5 % per month or part thereof or such other rate as may be determined by the Trading Member.

LIQUIDATION/CLOSE-OUT OF POSITIONS

Without prejudice to Tracom's other rights (including the right to refer the matter to arbitration), Tracom shall be entitled to liquidate/close out all or any of the clients position after giving prior notice to the client for non-payment of margins or settlement obligations, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities / obligation. Any and all losses and financial charges on account of such Liquidation /closing-out shall be charged to and borne by the Client. Further Compulsory Liquidation for shares lying in Client Unpaid Securities Account shall be governed by SEBI and Exchange Circulars issued from time to time based on Tracom's risk perception. Client is liable to clear its settlement outstanding on or before 05th Trading Day from the date of Pay-out cut-off time 2.30 pm. In case of nonpayment before such cutoff date and time, clients share shall be liquidated at Tracom's discretion to recover debit.

INTERNAL SHORTAGE

In case of purchase of securities by the Client at times Tracom may be unable to deliver the securities to the said purchaser on the payout day due to non-receipt of the said securities from another client of Tracom who has sold the securities against the said purchaser on the payout day due to non-receipt of the said securities from another client of

Tracom who has sold the securities against the said purchase transaction. In such cases Tracom may buy the shares from the market on T+1 day or on settlement day and deliver the same to the client or it may give close out at the rate as determined by Tracom. An auction penalty of 2% is charged on all sell short deliveries internal or otherwise.

RESTRICTIONS/PROHIBITION TO TAKE FURTHER POSITION OR CLOSING EXISTING POSITION:

Tracom may in its sole discretion not allow taking further position to the client or may close the existing position of a client due to any restrictions in relation to volume of trading/outstanding business or margins stipulated by the exchange, clearing corporation/ clearing house and/ or Tracom and/or any other extraordinary event warranting such restrictions. The client waives any and all claims for loss or damage arising directly or indirectly from any such restrictions.

TEMPORARY SUSPENSION/CLOSURE AT CLIENTS REQUEST

On the request of the client in writing, the client account can be suspended temporarily and same can be activated only on the written request of the client. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed. Such temporary closing or suspending of trading account will not affect the rights and obligation incurred prior to such suspension or closure. Any request for temporary suspension or closure shall not be processed by Tracom unless all the dues are paid by the client.

DE-REGISTERING A CLIENT:

Tracom may at its sole discretion de-register a client's account and terminate services with immediate effect to protect its interest which might include (but not limited to):

- 1) Member is compelled to by law
- 2) Client has not used his/her/its account for a long time
- 3) Tracom has reason to believe that the account is being used for fraudulent purposes
- 4) 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 either in writing or orally, as they become payable
- 5) Any other reason which Tracom thinks reasonable for de-registering the account.

The client waives any and all claims for loss or damages arising directly or indirectly from such de-registering. The de-registering will not affect any liability of the Client resulting directly or indirectly from any transactions made at any time before such de-registering.

INACTIVE CLIENT ACCOUNT:

Client/trading account will be considered as inactive wherein no trades have been carried out for a continuous period of 12 months across all exchanges. Inactive marking shall be done on weekly basis or other time period as

determined by Tracom. To reactive the account the process given by exchanges including but not limited to carrying out In-person verification and submission of application and documents will have to be followed. Further if Client has not reactivated his account after two years, he must required to give new KYC form with all required supporting documents to activate his account.

CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HERE IN ABOVE:

I/We have fully understood the above stated mandatory Policies & Procedures and accept the same.

Signature of Applicant
×

BROKERAGE TARIFF DETAILS FOR TRADING ACCOUNT



A. PARTICULARS	SIDE 1		SIDE 2	
	MIN	%	MIN	%
TRADING				
DELIVERY				
DERIVATIVES				
FUTURES				
OPTIONS				

B. Levies

The following levies will be charged at the prevailing rates: Securities Transaction Tax, SEBI Turnover Fees, Exchange Transaction Charges, Stamp Duty, GST, Clearing Charges.

C. Penalties

Penalties levied by Exchange/SEBI/Depository and other authorities due to act of client are recovered from the clients. Such penalty may include Short Margin Penalty, Code Modification penalty etc

D. Other Charges

Minimum Brokerage Charge of Rs 20/- per Contract subject to SEBI/Exchange limits | Demat and Inter-Settlement Charges (as per DP scheme) per instruction | Client Cheque Dishonour Charges Rs 250 per instance or actual whichever is higher | Auction Penalty @ 2% | Extra Contract Charges Rs 10/-

Tracom reserves the right to revise the tariff charges by publishing / displaying the same on its website www.tracom.co.in

SCHEDULE OF CHARGES FOR DEMAT ACCOUNT

Particulars	Scheme A	BSDA	LifeTime AMC
AMC	300/-	As per BSDA Circular of SEBI	Nil
Refundable Deposit	Nil	1000/-	2000/- (Rs 500 deducted if account closed within 2 years of opening)
Charges			
Account Opening	Nil	Nil	Nil
Account Closing	Nil	Nil	Nil
Demat	7.5/- per certificate with min of Rs 75	7.5/- per certificate with min of Rs 75	7.5 per certificate with min of Rs 75
Remat	25/- per 100 securities of part thereof of 25 per certificate with min 50/-	25/- per 100 securities of part thereof of 25 per certificate with min 50/-	25/- per 100 securities of part thereof of 25 per certificate with min 50/-
Transfer of Securities			
Buy	Nil	Nil	Nil
Sell - Tracom	20/- if Non POA 10/- if POA	30/- 30/-	25/- if Non POA 20/- if POA
Sell - Others	30/-	50/-	30/-
Off-Market	30/-	50/-	30/-
Interdepository/ Intersettlement	30/-	50/-	30/-
Pledge			
Pledge Creation / Closure	50/-	50/-	50/-
Margin Pledge Creation	20/-	20/-	20/-
Margin Pledge Closure	10/-	10/-	10/-
Margin Repledge Creation	10/-	10/-	10/-
Margin Repledge Closure	10/-	10/-	10/-

Conditions:

1. I/We have been informed by you that our beneficiary account is/may be eligible for BSDA conversion as per rules, regulations and provision of SEBI/NSDL. However after being informed of the charge structure and various other considerations I/We have to request you that I/We do not want to opt for BSDA conversion/selection for our beneficiary demat account with you. I/We have been made aware of information regarding the provision of BSDA and when my/our account may be eligible for conversion into BSDA and I/We have decided to inform you in writing whenever I/We would want to convert/opt my/our account to BSDA.
2. All Charges are payable up front and preferably by account payee cheque in favour of Tracom Stock Brokers Pvt. Ltd. In case payment is made please insist and collect a valid stamped receipt. Payments received after 30 days from the date of the bill will be liable to interest at the rate of 18% p.a. or as per notice sent.
3. Tracom Stock Brokers Pvt. Ltd. reserve their rights to revise their charges, on intimation to you or publishing on its website as per rules & regulation of NSDL and /or SEBI and the same shall be binding on you.
4. Ad-hoc issue of any statement will attract a charge of Rs. 5/- per page.
5. Please insist on a proper acknowledgement while delivering any documents to our office.
6. We have understood all the rules, Regulations and your terms and conditions and schedules of timing etc. and have no further question or queries in this regard and thereafter have agreed to open this account with you.
7. All terms & conditions stated above shall not supercede the Business Rules, By Laws of NSDL and the agreement terms.
8. GST shall apply as applicable.
9. In case of BSDA Account the terms & conditions as per SEBI / NSDL Circular shall Apply.

Signature Box	
Signature of Sole/First Holder	×
Signature of Second Holder	×
Signature of Third Holder	×

Notes:

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
3. Instructions related to nomination, are as below:
 1. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non- individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly, all joint holders will sign the nomination form.
 2. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
 3. The Nominee(s) shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
 4. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
 5. Transfer of securities in favour of a Nominee(s) shall be valid discharge by the depository and the Participant against the legal heir.
 6. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non individuals including society, trust, body corporate and partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
 7. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee(s).
 8. Nomination can be made upto three nominees in a demat account. In case of multiple nominees, the Client must specify the percentage of share for each nominee that shall total upto hundred percent. In the event of the beneficiary owner not indicating any percentage of allocation/share for each of the nominees, the default option shall be to settle the claims equally amongst all the nominees.

9. On request of Substitution of existing nominees by the beneficial owner, the earlier nomination shall stand rescinded. Hence, details of nominees as mentioned in the FORM 10 at the time of substitution will be considered. Therefore, please mention the complete details of all the nominees.
10. Copy of any proof of identity must be accompanied by original for verification or duly attested by any entity authorized for attesting the documents, as provided in Annexure D.
11. Savings bank account details shall only be considered if the account is maintained with the same participant.
12. DP ID and client ID shall be provided where demat details is required to be provided.
4. For receiving Statement of Account in electronic form:
 1. Client must ensure the confidentiality of the password of the email account.
 2. Client must promptly inform the Participant if the email address has changed.
 3. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
5. Strike off whichever is not applicable.

DECLARATION FOR SIGNATURE MISMATCH

(To be filled if the client’s signature in the Account opening form and PAN card differs)

This is to bring to your notice that my/our signature on PAN Card / Cheque and account opening form are different and are as below :

I/We also confirm that the below signatures are mine/our and I/We agree to indemnify and keep indemnified at all times from and against all costs/charges, damages. Penalties (including reasonable attorney fees) suffered and/or incurred by for any act done or omitted to be done on the following declaration.

Signature as per PAN Card

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
×	×	×

Signature as per Account Opening Form & KRA/CKYC

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
×	×	×

(As prescribed by SEBI and Stock Exchanges)

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

CLIENT INFORMATION

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

same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/ notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions

routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stockbroker 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 stockexchange 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 subbroker 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

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

LAW AND JURISDICTION

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

RIGHTS AND OBLIGATIONS OF THE BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT



General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

Dematerialization

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

Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be

mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

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

Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be

transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

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

Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,
1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

22. The Beneficial Owner may exercise the right to freeze/ defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who

shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI.
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. 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 Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document

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



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

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

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

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

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

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

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time. Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in

this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit"

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

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

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

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre - determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the predetermined 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 un-executed 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.

2.1.1 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.

2.1.2 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.

2.1.3 Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For eg., 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.

2.1.4 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.

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

2.2 Currency specific risks:

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

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

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

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be

significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

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

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

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

4. GENERAL

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

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

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



BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.bseindia.com / www.nseindia.com / www.useindia.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 favor of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
- b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/ securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

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

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

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



Annexure-A

Investor Charter – Stock Brokers

VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.

Services provided to Investors

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- Settlement of client's funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor's grievances.

Rights of Investors

- **Ask** for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- **Receive** complete information about the risks, obligations, and costs of any investment before investing.
- **Receive** recommendations consistent with your financial needs and investment objectives.
- **Receive** a copy of all completed account forms and agreements.
- **Receive** account statements that are accurate and understandable.
- **Understand** the terms and conditions of transactions you undertake.
- **Access** your funds in a timely manner and receive information about any restrictions or limitations on access.



- **Receive** complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- **Discuss** your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	10 days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	30 days / 90 days for running account settlement (RAS) as per the preference of client. If consent not given for RAS – within 24 hours of pay-out
10.	'Statement of Accounts' for Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	30 days from the receipt of the complaint

DOs and DON'Ts for Investors

DOs	DON'Ts
<ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 	<ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form.



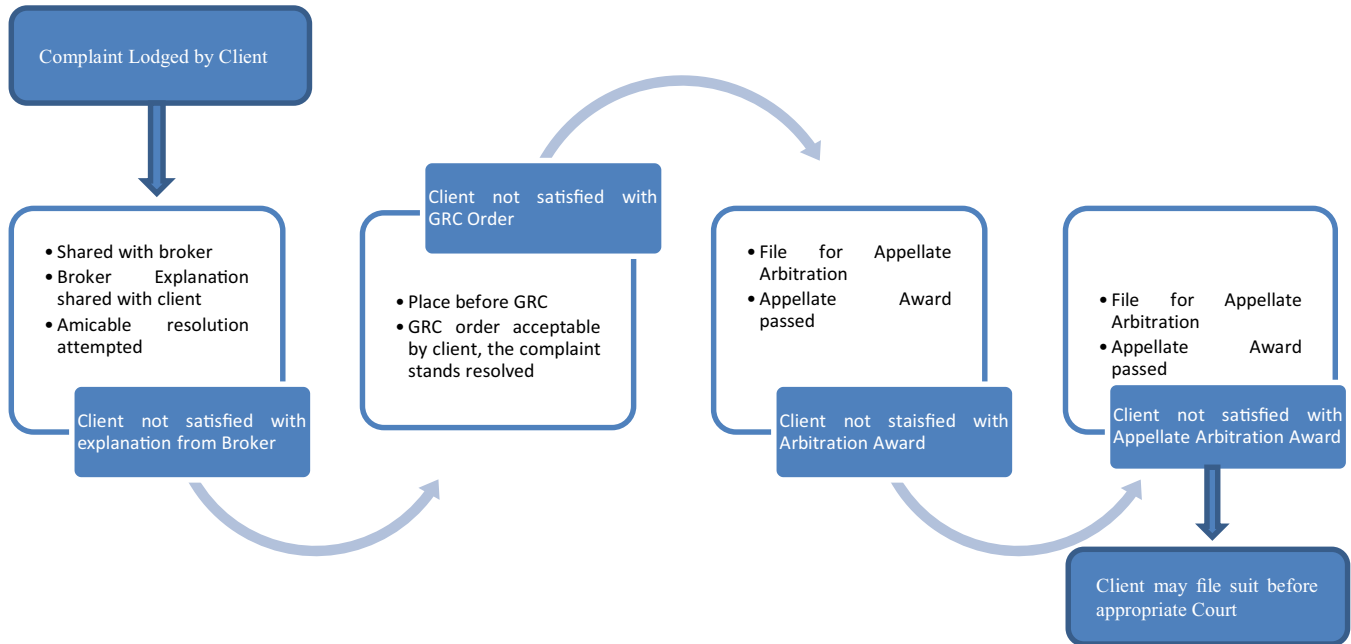
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| <ol style="list-style-type: none"> 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted. 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades. 8. Receive funds and securities / commodities on time within 24 hours from pay-out. 9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges. 10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days). 11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines. | <ol style="list-style-type: none"> 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. 6. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed / guaranteed returns schemes. 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments. |
|--|--|

Grievance Redressal Mechanism

Level 1 – Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

Level 2 – Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

Complaints Resolution Process at Stock Exchange explained graphically:



Timelines for complaint resolution process at Stock Exchanges against stock brokers

S. No.	Type of Activity	Timelines for activity
1.	Receipt of Complaint	Day of complaint (C Day).
2.	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3.	Registration of the complaint and forwarding to the stock broker.	C+8 Working Days i.e. T day.
4.	Amicable Resolution.	T+15 Working Days.
5.	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T+16 Working Days.
6.	Complete resolution process post GRC.	T + 30 Working Days.
7.	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.
8.	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9.	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order

S. No.	Type of Activity	Timelines for activity
10.	If intention from stock broker is received and the GRC order amount is upto Rs.20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF).The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11.	Stock Broker shall file for arbitration	Within 6 months from the date of GRC recommendation
12.	In case the stock broker does not file for arbitration within 6 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.

Level 3 – The complaint not redressed at Stock Broker / Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <https://scores.gov.in/scores/Welcome.html>

1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

2. Mission

To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.

To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.

To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights.

3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (DPs), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link [<https://nsdl.co.in/dpsch.php>]

4. Description of services provided by the Depository through Depository Participants (DP) to investors

(1) Basic Services

Sr. no.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
1.	Dematerialization of securities	7 days
2.	Rematerialization of securities	7 days
3.	Mutual Fund Conversion / Destatementization	5 days

Sr. no.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
4.	Re-conversion / Restatementisation of Mutual fund units	7 days
5.	Transmission of securities	7 days
6.	Registering pledge request	15 days
7.	Closure of demat account	30 days
8.	Settlement Instruction	Depositories to accept physical DIS for pay-in of securities upto 4 p.m. and DIS in electronic form upto 6 p.m. on T+1 day

(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include

Sr. no.	Type of Activity /Service	Brief about the Activity / Service
1.	Value Added Services	Depositories also provide value added services such as a. Basic Services Demat Account (BSDA) ¹ b. Transposition cum dematerialization ² c. Linkages with Clearing System ³ d. Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc.
2.	Consolidated Account statement (CAS)	CAS is issued 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions).
3.	Digitalization of services provided by the depositories	Depositories offer below technology solutions and e-facilities to their demat account holders through DPs: a. E-account opening ⁴ b. Online instructions for execution ⁵ c. e-DIS / Demat Gateway ⁶

Sr. no.	Type of Activity /Service	Brief about the Activity / Service
		d. e-CAS facility ⁷ e. Miscellaneous services ⁸

5. Details of Grievance Redressal Mechanism

(1) The Process of investor grievance redressal

1.	Investor Complaint/ Grievances	<p>Investor can lodge complaint/ grievance against the Depository/DP in the following ways:</p> <p>a. Electronic mode -</p> <p>(i) SCORES (a web based centralized grievance redressal system of SEBI) [https://www.scores.gov.in/scores/Welcome.html]</p> <p>(ii) Respective Depository's web portal dedicated for the filing of compliant [https://www.epass.nsdl.com/complaints/webitecomplaints.aspx]</p> <p>(iii) Emails to designated email IDs of Depository [relations@nsdl.co.in]</p> <p>The complaints/ grievances lodged directly with the Depository shall be resolved within 30 days.</p>
2.	Investor Grievance Redressal Committee of Depository	<p>If no amicable resolution is arrived, then the Investor has the option to refer the complaint/ grievance to the Grievance Redressal Committee (GRC) of the Depository. Upon receipt of reference, the GRC will endeavor to resolve the complaint/ grievance by hearing the parties, and examining the necessary information and documents.</p>
3.	Arbitration proceedings	<p>The Investor may also avail the arbitration mechanism set out in the Byelaws and Business Rules/Operating Instructions of the Depository in relation to any grievance, or dispute relating to depository services. The arbitration reference shall be concluded by way of issue of an arbitral award within 4 months from the date of appointment of arbitrator(s).</p>

(2) [For the Multi-level complaint resolution mechanism available at the Depositories](#)⁹

6. Guidance pertaining to special circumstances related to market activities: Termination of the Depository Participant

SI No.	Type of special circumstances	Timelines for the Activity/ Service
1.	<p>Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</p> <p>Participant surrenders the participation by its own wish.</p>	<p>Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.</p>

7. [Dos and Don'ts for Investors](#)¹⁰

8. [Rights of investors](#)¹¹

9. [Responsibilities of Investors](#)¹²

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VOLUNTARY CLAUSES

I/we voluntarily and unconditionally hereby state and declare that I/We have read and understood the terms and conditions mentioned hereinafter governing securities trading and broking services of the Member TRACOM Stock Brokers Pvt Ltd (here-inafter referred to as TRACOM) and agree to be bound by the same.

COMPLIANCE WITH LAW

All transactions that are carried out by and on behalf of the client shall always be subject to the acts, rules, regulations, guidelines, circulars, bye laws that may be in force from time to time of the various Government Agencies, Exchanges, Depositories and Regulators.

ACTING AS A AP ETC

The clients shall not act as a AP without appropriate legal registration. The client shall deal with TRACOM only on own account and not on account or behalf of any other. The Client confirms and agrees not to issue further contract notes/confirmation memo/bills or split memos in relations to any of the dealing with TRACOM. The Client confirms not to effect any third party transactions during the course of her/he/its dealing with TRACOM. Also TRACOM has not authorized any agents, employees or other representatives to make any assurance, promise etc as to return on investment in writing or otherwise and the client is aware of the same.

PMLA & DEFAULTER DECLARATION:

The Client declares that he/she/it/they have read and understood the contents and the provisions of the PMLA Act 2002, which was also explained by TRACOM officials. In this regard the TRACOM may ask for various details as may be required and that the Client also declares that he/she/it/they do not have any links with any know criminal and or are not involved or indulged directly or indirectly in any process or activity connected with the proceeds of crime/terrorism. Moreover the investment money is legitimate and not obtained through any means in violation of the PMLA act. Moreover the Client also declares that he/she/it/they have not been declared as defaulter or name is not appearing in defaulter database as per SEBI/ Exchanges/ Depositories/ Regulatory Bodies/CIBIL etc.

NRI DECLARATION

In case of a NRI Client or Client attaining NRI status it shall be the duty and responsibility of the Client to inform TRACOM in writing of status/change of status. Moreover the Client shall abide by all law, regulations and rules applicable to NRI client of FEMA/ RBI/ SEBI/ Exchanges/ Other regulatory agencies.

INTERNET BASED TRADING SERVICES E-BROKING SERVICES, WIRELESS SECURITIES TRADING & DIAL & TRADE SERVICES

The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading

through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party and has also read the disclaimer on our website www.tracom.co.in and rights & obligations related to wireless trading as provided by SEBI/Exchange and given by TRACOM. The CLIENT agrees that TRACOM shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ TRACOM/ EXCHANGE end.

ELECTRONIC PAYMENT GATEWAY/FACILITY FOR NET BANKING SERVICES

Electronic Payment Gateways/facilities are provided by various banks for facilitating transfer of funds from Client's bank account to TRACOM. Client understands that TRACOM is only providing access to the electronic fund transfer facility provided by the banker of the Client through TRACOM's web-site by means of an interface and is not liable or responsible for the proper functioning or otherwise of the Gateway or for any transaction errors, losses, malfunctioning or hacking of the system by unscrupulous elements, frauds, and/or any incidental or consequential claims arising there out. Client undertakes not to make TRACOM a party to any litigation, claim, dispute, difference or complaint that the Client may initiate in respect of, arising out of or in connection with any transactions on the Gateway and agrees that TRACOM's liability shall at all-time be limited to the amount actually received in its account by electronic transfer from Client's account with the Bank. TRACOM expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated saving which may arise in respect of (i) the payment gateway services offered by such bank (ii) the payment Mechanism.

EXECUTION OF ORDERS

The Client understands that all orders for the trades/ modification/ cancellation have to be placed in writing, however due to practical difficulties and in online trading environment where the rates changes very rapidly, it is not convenient for the Client to follow this practice. Hence the Client hereby gives TRACOM standing instruction and also requests TRACOM to forgo this practice and take order/ modification/ cancellation verbally either in person or over telephone from me/my authorized representative/mandate holder. The Client understands the risk associated with placement of verbal orders and accepts the same. Also the Client may trade online by himself through the platform provided by TRACOM. The Client confirms that the orders/ modification/ cancellation placed by TRACOM on the Clients behalf will be binding on the Client for all times and no questions will be asked by the Client at any times about wrong or improper or non-execution of any order/modification/cancellations of orders. At no time the Client will ever disown his/her/its order/trade for want of such confirmation slip or otherwise. The Client is also sent

ECN/Physical contract notes and trade confirmation through SMS and other modes and that is also a confirmation of the trades executed by the Client. The Client indemnifies TRACOM and its employees against all losses, damages, actions which may arise as a consequence of adhering to and carrying out Clients instructions for orders placed verbally.

PAYMENT BY THE CLIENT

TRACOM as a policy neither accepts any funds for pay-in/margin in cash nor makes any payment in cash. No claim will be entertained where the client states to have made any cash payment or deposited cash with any Branch/Sub Broker/ Remiser/Employee/Authorised Person of TRACOM. TRACOM will only accept payments in the form of Cheques/Electronic means from the bank accounts that are registered by the Client with TRACOM. TRACOM shall not accept payments from Third Party or any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along-with adequate proof to TRACOM. TRACOM shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above. In case of an error where a third party payment has been credited to the ledger of the Client, TRACOM shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same. In such a case TRACOM reserves the right to liquidate any of the open positions and/or any of the collaterals received/held on behalf of the client. No loss/interest shall be borne by TRACOM for such actions.

MARGIN & CLOSE OUT

Client is aware that margins in the form of cash equivalents or securities have to be given before placing of orders. Client is aware that the margins so given by them may be further given/re-pledged in favour of CC/CM for providing limits to Clients. In case the payment of margins is made in the form of cash equivalent then TRACOM may insist upon the funds getting cleared before allowing any trade. In case of securities the Client may pledge approved securities as margin with TRACOM subject to appropriate haircut. In case of price fluctuation and erosion in the value of the securities the Client agrees to pledge further securities and/or cash equivalent for the shortfall in margin if any immediately upon being informed by TRACOM. TRACOM may at its sole discretion prescribe the payment of Margin in the form of cash equivalent instead of securities. The Client accepts to comply with TRACOMs requirement of payment of margin in cash form immediately failing which TRACOM may sell, dispose, transfer or deal in any other manner the securities already pledged with it as margin or square off some or all of the positions of the Client as it deems fit after giving necessary intimation to the client. The Client hereby agrees that if he/she/it defaults in daily margin, MTM's or any

outstanding debt occurs in their/our account, TRACOM is irrevocably authorize to close out/liquidate whole or any part of their/our position without prejudice to their right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation/closing out etc. shall be charged to and borne by client. The client shall not hold TRACOM responsible for any losses due to such actions. In case the client wants the securities given as margin freed from pledge then the Client shall intimate in writing to TRACOM atleast 2 days in advance.

DELIVERIES

The Client shall ensure that the shares are properly transferred to the designated demat account of TRACOM from the Clients registered demat account for effecting delivery to the Exchange against sell position of the Client within the time specified by SEBI/ Exchanges/ Depositories/ TRACOM. TRACOM shall not be responsible for any loss caused in case the Client fails to give the delivery of shares as per above.

NO MARKET MANIPULATION

The Client undertakes not to execute transactions either singly or in concert with other clients, which may be viewed as manipulative trades viz., artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self-trades etc which could be termed as manipulative or fraudulent trades by SEBI/ Exchanges/ other regulatory authorities. In case the Client is found to be indulging in such activities TRACOM has every right to report the matter to the concerned authorities/ Exchanges/ SEBI and to suspend/ close the trading/demat account of the Client.

CORPORATE BENEFITS AND SETTLEMENT CYCLES

The CLIENTS accepts responsibility of knowing the status of all corporate benefits like rights, bonus issues, dividends, stocks splits, buyback etc of shares that the Client intends to trade or which are held in the Clients account and the eligibility of the shares to meet share pay in obligation to the Exchange(s)/Clearing Corporation(s) received by way of such corporate action or otherwise. The Client is also aware that in case of purchase of shares by the Client, TRACOM may not give delivery of shares to the Clients Demat Account in case the Client has not made payment for the same on payout date. In case any corporate benefits do not accrue to the Client or they accrue to TRACOM and TRACOM is not in a position to pass on such corporate benefits then the Client shall not hold TRACOM responsible for any loss caused.

AUTHORISATION FOR INTER SEGMENT/EXCHANGE FUND BALANCE TRANSFER

The Client hereby authorizes TRACOM to transfer fund/pay out resulting on sell of shares or margin refunds from any Exchange and adjust the same towards debit balances of the Client in any segment of any Exchange. Further credit balance in any one exchange/segment is authorized to be

considered as margin towards any other exchange/segment with or without passing of journal entries.

INDEMNITY OF JOINT HOLDINGS

The Client agrees to indemnify and hold TRACOM harmless from any claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses arising from transactions in securities held jointly by the Client with any other person or persons, if any.

EXTRA ORDINARY EVENTS AND TERMINATION/ SUSPENSION OF TRADING FACILITY

TRACOM shall not be liable for losses caused directly or indirectly by government restrictions, Exchange rulings, suspension of trading, computer or communication or telephone or system failure, war, earthquake, flood, accident, power failure, equipment or software malfunction, lack of connectivity, congestion or disruption of communication network or links, software glitches or corruption, low processing speed, strikes or any other conditions beyond TRACOM's control resulting in non-execution, partial or incomplete execution of orders and the resulting financial loss if any. TRACOM may at any time terminate, discontinue or temporarily suspend trading facility provided to the Client in the event of any such extraordinary event occurring without giving prior notice to the Client. Client understands and agrees that inadvertent errors may occur, while executing orders placed by him/her/it. In such circumstances TRACOM shall make all reasonable efforts to rectify the same and try to ensure that I/we am not put to any monetary loss. I/we understand and agree that I shall not hold TRACOM responsible beyond this and claim additional damages/loss. I/we understand and agree that my/our request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by TRACOM.

CHANGE OF ANY DETAILS OF CLIENT

It is the duty and the Client accepts to inform TRACOM of any change like address, bank account, demat account, income range, contact details, email, etc in writing along with the necessary proofs. Till such notice in writing all notices, circulars, communication or mail sent to the existing address/email shall be deemed to have been received by the Client irrespective of whether they are actually received or not. Also TRACOM shall transfer the funds/securities to the bank/demat account of the Client registered with it and shall not be responsible in case the client has changed the same until the Client informs TRACOM as per above.

AUTHORIZATION TO DEBIT ADDITIONAL CHARGES WITH REGARD TO TRADING & DEMAT ACCOUNT:

Without prejudice to the other rights and obligations of the parties, the client understands and agrees that TRACOM may levy charges including Annual Maintenance Charges and all transaction charges with respect to Clients Demat account for any service rendered by TRACOM and as may be

required by the Client, and recover from the Client all reasonable costs, as may be incidental or consequential for rendering the said services. The said charges will be debited to the clients' Trading ledger account maintained with TRACOM for the demat charges payable to TRACOM for providing depository services.

RECORDING OF CONVERSATION/INSTRUCTIONS

The CLIENTS is aware that the TRACOM records the conversation/ written instructions on electronics media or otherwise between the Client and or client's representative and hereby specifically permits the TRACOM to do so. Such recording instructions may be relied upon by the TRACOM as and when required to resolve disputes in connection with the trading transaction.

CONCLUSIVENESS OF RECORDS

The TRACOM's own records of trades/transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding on Client for all purposes.

SEVERABILITY

In the events of any provisions of this Agreement being held to be or becoming invalid unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision, which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose to the greatest extent possible.

WAIVER

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of these terms & conditions shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of these terms & conditions or to be considered to be a waiver of any right, unless specifically agreed in writing.

TERMINATION

The CLIENT understands and confirms that the CLIENT has the option to terminate the applicability of the voluntary terms and conditions including the terms and condition applicable for special facility that may be provided by TRACOM by giving notice to compliance officer of TRACOM in writing after fulfilling all obligations to TRACOM.

I/we have signed this terms and conditions governing the securities trading and broking services provided by TRACOM Stock Brokers Pvt Ltd out of my/our own free will and understanding and have not been compelled That this is my/our true statement and shall continue to apply until my/our trading right with TRACOM is terminated and/or until all my/our obligation and dues to TRACOM are completely fulfilled and settled to your satisfaction.

Signature of Applicant

×

VOLUNTARY NON-MANDATORY RUNNING ACCOUNT AUTHORISATION



I/we am aware that as per the SEBI / Exchange requirements, the settlement of funds / securities is to be done within one working day of the pay-out. I/we am also aware and understand that it is difficult to manage repeated payments/delivery with respect to all secondary market transactions. Also, I/we desire to use my/our securities and monies as margin / collateral without which I/we cannot deal / trade. Therefore, I/we hereby request and authorize you to maintain my/our account as a running account(s) which will entail that funds due to me/us on pay-out shall be withheld with yourselves beyond the stipulated deadlines and given to me/us only on specific request. You shall transfer the funds lying in my/our credit within one working day of my/our request if the same are lying with you and within three working days from the request if the same are lying with the Clearing Member/Clearing Corporation.

Notwithstanding anything contained in this authorization, the actual settlement of funds, except for funds received from the clients towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR) shall be done at least

once in a calender Month

once in a calender Quarter

as allowed by Exchange and SEBI from time to time. In case I/we have an outstanding margin/settlement obligation on the settlement date you may retain the requisite funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner as per the applicable guidelines prescribed by the Exchanges. I/we acknowledge that I/we can revoke the above mentioned running account authority at any time by sending a written signed instruction to your registered office. I/we confirm that I/we will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 7 working days from the date of receipt of funds/ securities or statement of account or statement related to it as the case may be in writing at your registered office. Any clause which is not in conformity with SEBI and Exchange circular on settlement of fund shall stand amended/modified to that extent. There shall be no inter-client adjustments for the purpose of settlement of the "Running Account".

Signature of Applicant
×

Date

FATCA/CRS DECLARATION

**Individual Accounts (including Sole Proprietor)
details Under FATCA And CRS (see Instructions)**



Particulars	First/Sole Holder	Second Holder	Third Holder/Guardian
Name			
Are you a tax resident of any country other than India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes please indicate all countries in which you are resident for tax purposes and the associated TAX ID Numbers Below			
Country of Tax Residency #			
Tax Identification Number %			
Identification Type (TIN or others% pl specify)			

To also include USA, where the individual is a citizen/green card holder of USA. % In case Tax Identification Number is not available, kindly provide functional equivalent\$. Please consult your professional tax advisor for further guidance on your tax residency if required

Certification:

I/We have understood the information requirements of this Form (read along with the FATCA/CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA CRS Terms and Conditions below and hereby accept the same. I/We authorize you to disclose, share and or remit in any form/manner all/any of the information provided by me/us, including changes/updates to any Government or judicial authorities/agencies upon having the requirement to do so. I/We also understand that the account will be reported if any one of the aforesaid FATCA/CRS criteria for any of the account holders are met.

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
x	x	x

FINANCIAL STATUS AND RISK CATEGORISATION

Particulars	First/Sole Holder	Second Holder	Third Holder
Occupation and description in detail			

S. No.	Additional Details (Tick whichever is applicable)	1st Holder	2nd Holder	3rd Holder
1	Non Resident Client			
2	High Net-worth(Having Annual Income+networth of more than Rs 1 crore)			
3	Trust, Charities, NGOs and organizations receiving donations			
4	Clients with dubious reputation as per public information available/against whom penal action taken or debarred by SEBI in the past etc			
5	Companies offering foreign exchange offerings			
6	Persons in business/ industry or trading activity where the area of his residence of place of business has a scope or history of unlawful trading/business activity.			
7	Civil Servant/Bureaucrat/Current or Former MP, MLA or MLC/Politician/Current or Former Head of State or of Government/ Senior government or judicial or military officers/or Family member or Close Relative of any of the above mentioned persons			
8	Company having close family share holdings or beneficial ownership.			
9	Company having Company as shareholder and shareholder of that company are not director of the co. opening the account (ie., Ultimate Beneficiary Verification)			
10	None of the above			

I/We have been made aware that the above additional information has been asked of me/us keeping in mind the Risk Category to be assigned to my/our account and also under the Prevention of Anti Money Laundering Act 2002, the rules notified there under and under SEBI/Exchange/Depository guidelines/circulars issued on AML

Risk Categorisation Low Medium High

Employee Signature _____



A-705, The First, Behind Keshavbaug Party Plot, Vastrapur, Ahmedabad 380015, Gujarat, India
Phone : 079 -29666001-8 | Email : info@tracom.co.in | Website : www.tracom.co.in

INTIMATION TO CLIENTS AND ACKNOWLEDGEMENT THEREON



To
Tracom Stock Brokers Pvt Ltd
A 705 The First,
Behind Keshavbaug Party Plot,
Vastrapur, Ahmedabad 380015

Dear Sir,

I / We hereby have made note of and confirm the below :

1. That Tracom or its employees or APs trade in your OWN/Pro or respective Accounts in any of the Exchange Segment of which Tracom is a member or may become a member
2. That your investor grievance email is tracom_investor@rediffmail.com
3. That I / We have read all the mandatory and voluntary terms and conditions and thereafter have signed the same.
4. That I / We have to furnish/update Financial details every year to Tracom as per SEBI/PMLA requirement and furnish/update any change in existing details immediately upon change.
5. Various Policies and Procedures of Tracom are available on your website www.tracom.co.in
6. That any Voluntary terms and conditions which is in violation of Exchange/SEBI/Depository rules and regulations and circulars shall become null and void.
7. That I / We have received a copy of all the documents that I / We have signed including the KYC form, mandatory, tariff sheet, non-mandatory and Part B (which is also available on your website)
8. I/We have been made aware that submission of Aadhar is now voluntary and knowing that I/We have choose to submit the same.

Signature of Sole/First Holder	Signature of Second Holder	Signature of Third Holder
×	×	×

Date

Place _____