



Name : _____

Branch: _____

Code :

NSE

BSE

F&O

Date

ACCOUNT OPENING FORM Individual / Non-Individual



TRANSWORLD SECURITIES LIMITED

MAPIN ID : 100003236

Corporate Member - NSE, BSE & DSE • Clearing Member F&O (Self) • Depository Participant : NSDL, DP-ID-IN301565

YOUR ONE STOP SHARE SHOP !

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MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1.	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	3 to 11
2.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	12 to 16
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	17 to 20
4.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	21 to 22
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**TRANSWORLD SECURITIES LTD.****SEBI REGN NO.:****DATE****SEBI REGN NO.:****DATE**

NSE CASH-INB230824438 | 2 | 2 | - | 1 | 1 | - | 1 | 9 | 9 | 5 |

BSE CASH-INB010824432 | 2 | 6 | - | 1 | 1 | 2 | - | 2 | 0 | 0 | 5 |

NSE F&O-INF230824438 | 2 | 3 | - | 0 | 1 | - | 2 | 0 | 0 | 6 |

DSE INB050824433 | 0 | 9 | - | 1 | 1 | 0 | - | 2 | 0 | 0 | 3 |

NSE CD-INE230824438 | 2 | 7 | - | 0 | 8 | - | 2 | 0 | 0 | 8 |

Regd. & Corporate Office :

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E-mail: transworldsecurities@gmail.com | Website: www.transworldsecurities.com

Compliance Officer's DetailsName : Harjeev Singh Chadha
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E-mail Id : harjeev.chadha@gmail.com**CEO's Details**Name : Harjeev Singh Chadha
Phone No. : +91-11-41007799
E-mail Id : harjeev.chadha@gmail.com**Clearing Member (For NSE F&O Segments)**Name : Transworld Securities Ltd.
Address : 22/44 west Patel nagar, New Delhi 110008
SEBI Regn. No. : INF230824438

For any grievance/dispute please contact Transworld Securities Ltd. at the above address or email id- care@transworldsecurities.com and Phone No. +91-9999232324 In case not satisfied with the response, please contact the concerned exchange(s) at

Exchange NameNational Stock Exchange of India Ltd.
Bombay Stock Exchange Ltd.**E-mail ID**ignse@nse.co.in
iscdelhi@bseindia.com**Phone No.**011-23344313
011-43007413**Note : We do not accept cash, always draw your cheque in favour of 'Transworld Securities Ltd.'****Acknowledgment**

I/we have received full copy of this booklet including (KYC, RDD, INVESTOR' RIGHTS & OBLIGATIONS, POLICIES & PROCEDURE & GUIDANCE NOTES (do's & don't) etc.) executed by me/us.

Name of Client : _____

Date | D | D | - | M | M | - | Y | Y | Y | Y |

Signature

(1 of 50)

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

FOR INDIVIDUAL

A. IDENTITY DETAILS

Please affix your recent passport size photograph and sign across it

Name of the Applicant

Father's/Spouse Name

Gender Male Female **Marital Status** Single Married

Date of Birth - - **Nationality**

Status Resident Individual Non Resident Foreign National

PAN Aadhaar Number, if any

Specify the proof of Identity submitted

B. ADDRESS DETAILS

Residence

Address City/Town/Village PIN Code
State Country

Contact Detail Tel. (Office) Tel. (Res.) Mobile
Fax E-mail Id

Specify the proof of address submitted for residence address

Permanent Address
(if different from above or overseas address, mandatory for Non-Resident Applicant) City/Town/Village PIN Code
State Country

DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Applicant  (2 of 50) **Date**

FOR OFFICE USE ONLY

Originals verified and Self-Attested Document copies received

Date

Name & Signature of the Authorised Signatory **Seal/Stamp of the intermediary**

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS

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

B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

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

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 apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

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

E. List of people authorized to attest the documents:

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

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

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

FOR INDIVIDUALS & NON-INDIVIDUALS

A. BANK ACCOUNT(S) DETAILS

Bank Name (1)

Branch Address

City/Town/Village PIN Code

State Country

Bank Account No.

Account Type Saving Current Others - In case of NRI NRE NRO

MICR Number IFSC Code

Bank Name (2)

Branch Address

City/Town/Village PIN Code

State Country

Bank Account No.

Account Type Saving Current Others - In case of NRI NRE NRO

MICR Number IFSC Code

B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name (1)

Depository Name NSDL DP ID BO ID

CDSL DP ID BO ID

Beneficiary Name

Depository Participant Name (2)

Depository Name NSDL DP ID BO ID

CDSL DP ID BO ID

Beneficiary Name

C. TRADING PREFERENCES

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

Exchanges	Segments
NSE	Cash <input type="checkbox"/> (5 of 50) F&O <input type="checkbox"/> (6 of 50) Currency <input type="checkbox"/> (7 of 50)
BSE	Cash <input type="checkbox"/> (8 of 50) F&O <input type="checkbox"/> (9 of 50) Currency <input type="checkbox"/> (10 of 50)

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

H. OTHER DETAILS

Gross Annual Income Details (please specify):

Income Range per annum <₹ 1 Lac ₹ 1-5 Lac ₹ 5- 10 Lac ₹ 10-25 Lacs ₹ 25 Lacs -1 Crore > ₹ 1 Crore
OR Net-worth as on* / - / - / / / (Net worth should not be older than 1 year)

Occupation (please tick Private Sector Public Sector Government Service Business Professional
any one and give brief details) Agriculturist Retired Housewife Student Others

Please tick, If applicable Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)

* For Individual Client 'Net-worth' is Optional, In case of Non-Individual client 'Net-worth' will be mandatory.

I. NOMINATION DETAILS (for Individuals only)

I/We wish to nominate I/We do not wish to nominate
Name of the Nominee
Relationship with the Nominee
PAN of Nominee Date of Birth of Nominee / - / - / / /
Address of Nominee
City/Town/Village PIN Code
State Country
Phone No.

If Nominee is a minor, details of guardian

Name of Guardian
Address of Guardian
City/Town/Village PIN Code
State Country
Phone No.
Signature of Guardian

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

1st Witness		2nd Witness	
Name <input type="text"/>	<input type="text"/>	Name <input type="text"/>	<input type="text"/>
Signature <input type="text"/>	<input type="text"/>	Signature <input type="text"/>	<input type="text"/>
Address <input type="text"/>	<input type="text"/>	Address <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	PIN Code <input type="text"/>	<input type="text"/>	PIN Code <input type="text"/>

DECLARATION

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

Place

Date / - / - / / /


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Signature of Client/ (all) Authorized Signatory (ies)

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).
- 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**CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
 8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
 9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition
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

Signature of
the Applicant


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of the relevant stock exchange where the trade is executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

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

**Signature of
the Applicant**


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TERMINATION OF RELATIONSHIP

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

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details

of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail

Signature of
the Applicant


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id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

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

password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

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

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

Additionally, the clauses mentioned herein shall also be applicable.)

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

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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:-

I. BASIC RISKS:

I.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.

I.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

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

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

1.3 Risk of Wider Spreads

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

1.4 Risk-reducing orders

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

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

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may

not be executed at all.

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

1.5 Risk of News Announcements

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

1.6 Risk of Rumors

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

1.7 System Risk

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

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

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confirmations.

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

may exceed the original margin amount.

- A.** Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B.** If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C.** Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D.** In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E.** You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

- I.** 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.

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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.

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BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

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

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securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

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1. Refusal of orders for penny / illiquid stock

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

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

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

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

stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The stock broker is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through anyone or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt /

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non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to the client and /or whether or not such communication is received by the client.

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

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

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

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

The stock broker is entitled to transfer funds &/ or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees

and authorises the stock broker to treat / adjust his/ her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

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

3. Applicable brokerage rate

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

- a. **For Cash Market Segment:** The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.
- b. For Option contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract.

It is hereby clarified that brokerage charged on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

4. Imposition of penalty / delayed payment charges

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

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The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

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

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

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or stock broker level / non release of margin

by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities / shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (Le. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and

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

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

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

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

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

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his / her/ its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
- b. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- c. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

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

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

8. De-registering a client

Notwithstanding anything to the contrary stated in the

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agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

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

However notwithstanding any termination of the agreement, all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

Client Acceptance of Policies and Procedures stated hereinabove:

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

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NON-MANDATORY



VOLUNTARY AGREEMENT FOR ALL SEGMENTS

This agreement is made at the place and date as mentioned in the schedule to this agreement between: Transworld Securities Limited, a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of Bombay Stock Exchange Limited (BSE) / Delhi Stock Exchange Association Limited (DSE) / National Stock Exchange of India Ltd. (NSE) (hereinafter called "the Exchange") and having its registered office at 22/44, West Patel Nagar, New Delhi-110008 (hereinafter referred to as "the MEMBER") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a Trading member while trading in the Cash Segment/derivatives segment, its executors, administrators and legal representatives for the time being, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives / its successors, as the case may be, of the One Part

AND

The Client described in the schedule to this agreement being an individual, having his/ her residence at the place as mentioned in the schedule to this. Agreement (hereinafter called the CLIENT/CONSTITUENT), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives, as the case may be, of the Other Part;

I. GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICE

A) COMPLIANCE WITH LAWS

- i. In case where the CLIENT is a Non resident, Indian, he agrees to abide by Foreign Exchange Management Act and rules and regulations issued thereunder from time to time.
- ii. The Client hereby authorizes the Member to take all such steps on the client's behalf as may be required or advisable in the MEMBER's opinions for Compliance with the exchange, provisions of any other Law or provisions or to complete or settle any transactions entered into through or with the Member or executed by the MEMBER on behalf of the CLIENT. However nothing contained herein shall oblige the MEMBER to take such steps.
- iii. In addition to the specific rights set out in this agreement the MEMBER and the CLIENT shall be entitled to exercise any to other rights which the MEMBER or the CLIENT may have under the Rules, Byelaws and Regulations of the Exchange and circulars issued there under of Rules and Regulations of SEBI.

B) PARTICIPATION

The CLIENT shall ensure that he / she is eligible to enter into this agreement. The CLIENT having

agreed to enter into this agreement shall be deemed to have satisfied himself/herself with regard to eligibility in this respect.

D) ACTING AS A SUB BROKER

The CLIENT agrees that he/she will not act as a Sub Broker without prior written permission of the MEMBER and without obtaining of registration from SEBI.

E) DISCLAIMER

The CLIENT agrees that all investments and disinvestments decisions are based on the CLIENT's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the CLIENT on the basis of any information that may be made available by the MEMBER through its website www.transworldsecurities.com or through any other media. The CLIENT will neither hold, nor seek to hold the MEMBER or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses costs, or damage incurred by the CLIENT consequent upon relying on investment information, research, opinion or advice or any other material/ information provided by the MEMBER. The CLIENT is aware that any information provided by the MEMBER through any medium based on the research of the MEMBER or other external sources is subject to normal variations in the stock market and is merely an estimation of deemed to have assumed responsibility for any such information. The CLIENT should seek independent professional advice regarding the suitability of any investment decision.

F) DEMATERIALISED SECURITIES

All orders made by the CLIENT shall be in securities compulsory traded in the dematerialised form. All deliveries of securities made by or to the CLIENT shall only be in the dematerialised form.

G) TRANSACTIONS ORDER SYSTEM

The CLIENT shall transmit his/her orders to the MEMBER through the internet over the MEMBER's web site, or through telephone (as per the predefined procedure of forwarding the order through a phone broking executive) or in such other manner as the MEMBER may permit.

H) PHONE BROKING SERVICES

- i. The CLIENT is aware that the MEMBER offers to its CLIENTS who are registered on the online trading system, phone broking

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services for placing the securities dealing orders through phone broking executives over pre designated telephone number. The CLIENT can place securities dealing orders through telephone by confirming his user id allotted to him. The CLIENT shall ensure proper safeguard of the user ID allotted to him and keep his personal details confidential. The CLIENT shall immediately notify the MEMBER in writing, delivered via email and Registered AD, if the CLIENT becomes aware of any loss, then or unauthorized use of the CLIENT account user ID or any failure by the CLIENT to receive an accurate note for the same; or any receipt by the CLIENT of confirmation of an order and / or execution which the CLIENT did not place, or any inaccurate information in the CLIENT's account balances, securities positions. or transactions history. In case where the CLIENT notifies such loss, theft or unauthorized use of the CLIENT's user id, the MEMBER shall suspend the use of the Account of the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the occur, neither the MEMBER nor any of its officers, directors, employees, agents, any other person whose claim may arise through the CLIENT with respect to any of the circumstances described above.

- ii. In case of phone broking, the CLIENT shall ensure the availability of funds and securities in his/ her accounts intimated to the MEMBER, required for required for meeting his/her pay in obligations, at the time of placing order through phone broking executive. The MEMBER shall not be responsible for any claim, loss damage arising out of non availability / shortage of funds/ securities in the CLIENT's accounts for meeting the pay in obligation.

2. CONDITIONS GOVERNING TRADING IN TERMS AND CONDITIONS AND GOVERNING TRANSACTIONS IN SECURITIES

- i. The Member of the concerned exchange or their respective operator shall entertain offline transaction request and l or request made through telephone in the manner provided under this agreement
- ii. In case the Client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction / losses shall be the sole responsibility of the Client.
- iii. The CLIENT undertakes to read all the relevant offer documents and terms and conditions of all

schemes of all mutual funds. other securities including initial Public offerings, Rights issue, Buy Back offers, etc. offered through its website; before entering into any transactions through its website.

- iv. The MEMBER or the concerned Mutual Fund / Issuer or their respective registrars shall entertain ONLINE transactions requests and / or requests made through telephone in the manner provided under this agreement.
- v. For change of address and personal details of the CLIENT, the CLIENT shall send a letter or fax to the MEMBER signed by all the co-holders.
- vi. The CLIENT is requested to check up the personal and bank related details provided by him. Neither the MEMBER nor any of the Mutual Funds / Issuers chosen shall accept any liability which may arise as a consequence of the erroneous information provided by the CLIENT.
- vii. The CLIENT can view his/her transactions on the web site. The physical copy of the transactions statement or the account statement shall be sent only on request to the CLIENT.
- viii. The MEMBER does not accept any liability for delay in processing time at the Mutual Fund's /Issuer of Registrars' end.
- ix. It is explicitly stated herein that the Mutual Fund schemes / Offer Documents/ other schemes offered by the MEMBER, have not been recommended by the MEMBER.
- x. Neither the MEMBER, nor any of the Mutual Funds / nor the Issuer shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, network errors delay or loss of data due to above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- xi. The MEMBER shall provide its services on a best efforts basis. However the MEMBER shall not be liable for any failure or for any loss, damage or other costs arising in any way out of;
 - a. System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of god/force majeure;
 - b. Accident, transportation, neglect, misuse, errors, frauds of the CLIENT's or agents or any third party, or
 - c. Any fault in any attachments or associated equipments of the CLIENT; Any incidental, special or consequential damages including without limitation of loss of profit,

3. MARGINS

The CLIENT shall make the prescribed initial margin

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in the form of cash and / or in the form of securities (the “Margins”) with the MEMBER simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade upto a pre-determined number of times of the MARGIN (the “Multiple”) and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the MEMBER who shall have the irrevocable right to set off a part or whole of the Margin i.e., by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT or of a member of the FAMILY of the CLIENT (for the purposes of these presents, “FAMILY” shall mean all the individuals, groups companies, firms, entities and other persons as notified to the MEMBER) IN THE EVENT OF THE FAILURE OF THE client OR A MEMBER OF THE family of the CLIENT to meet any of their respective obligations under these Terms.

Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with the MEMBER, In exercise of the MEMBER’s right to sell securities under the Agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER’s discretion.

The MEMBER is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or SEBI) and the CLIENT shall be obliged to pay such margins.

i. Margin on Purchase

The MEMBER may require the CLIENT to deposit interest free margin of 30% or such other percentages as may be intimated by the MEMBER from time to time on the price of the securities proposed to be purchased.

ii. Margin on Sales

The MEMBER may require the CLIENT to deposit interest free margin of 30 % or such other percentage as may be intimated by the MEMBER from time to time on the price of securities proposed to be sold.

iii. Margins in Derivatives Contracts

In the derivatives segment, the CLIENT is liable to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by the MEMBER or the Exchange from time to time. Furthermore, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the MEMBER or the Exchange from time to time.

iv. Mark To Market Margin in Derivative Contracts

For derivatives contracts, the CLIENT agrees that the MEMBER shall raise bills on weekly basis. The CLIENT also agrees to pay an upfront margin at the beginning of each week that will be sufficient to cover the daily margins for the entire duration of the week. If at any time during the week, the cumulative Mark to Market (MTM) Margin falls short of the margin available in the CLIENT’s Account, the CLIENT agrees to heed the MEMBERs additional margin calls. As the upfront weekly margin calls are purely for operational convenience, the CLIENT will ensure that margins are adequate at all times and will immediately make good and shortfall that the MEMBER may communicate.

v. Payment through Cheque / Demand Draft

In case where the Payment of the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, any trade (s) would be executed by the MEMBER only upon the realization of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees to mention his CLIENT code along with his name on the reverse of any instrument through which he makes the payment to the MEMBER.

vi. Margin in form of Securities

The CLIENT may place margin with the MEMBER in form of securities as approved by the MEMBER. Such securities may at the discretion of the MEMBER be market as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER.

The CLIENT agrees and authorizes the MEMBER to determine the market value of securities placed as Margin after applying a haircut that the MEMBER deems appropriate. The CLIENT’s positions are valued at the latest market price available (‘marked to market’) on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agree to replenish any shortfall in the value of the Margin immediately, whether or not the MEMBER intimates such shortfall.

vii. Type of Margin

The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT accepts to comply with the MEMBER ‘s requirement of payment of

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Margin in the form of cash immediately failing which the MEMBER may sell, dispose, transfer or deal in any of the manner the securities already placed with it as Margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square off / sale be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

viii. Margin with Banks / Institutions

The CLIENT agrees that any securities placed by him / her it as Margin may in turn be placed as margin by the MEMBER with the Exchange or Banks or such other institutions as the MEMBER may deem fit. The CLIENT authorizes the MEMBER to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges / Banks/Institutions as margin.

ix. Shortfall in margins and other provisions

1. If payment of securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities of the account, all or some of the positions of the CLIENT as well as the securities of the CLIENT in the possession or control of the MEMBER may be liquidated by the MEMBER at its sole discretion, without any reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such "squaring off" or sale of such securities shall be borne by the CLIENT and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment in which the CLIENT does business with the MEMBER.
2. The CLIENT is responsible for all orders including any orders that may be executed without the required Margin in the CLIENT's account. If the CLIENT's order is executed despite a shortfall in the available Margin, the CLIENT shall, whether or not the MEMBER intimates such shortfall in Margin to the CLIENT, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire transfer or personal cheque, cashier's cheque or money order or account transfer or any other modes as may be required by the MEMBER.
3. Any reference in these terms to sale or transfer of securities by the MEMBER shall be

deemed to include sale of the securities, which form part of the Margin and / or such securities of the CLIENT which are in possession or control of the MEMBER, maintained by the CLIENT with the MEMBER. In exercise of the MEMBER's right to sell securities under the Agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER's discretion.

x. Amendment in Margins

Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the MEMBER to be maintained under this agreement, shall be intimated by the MEMBER to the CLIENT over the telephone or in writing or by posting the details on its website. The CLIENT is required to make replenish the shortfall in such margins, if any, on demand of the same by the MEMBER or otherwise immediately.

4. EXECUTION OF ORDERS

- A. The CLIENT understands that placing an order with the MEMBER including a market order, does not guarantee execution of the order. The MEMBER has the absolute right to reject any order may be made by the CLIENT for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the CLIENT Account or the Bank Account.
- B. The CLIENT is required to ascertain the status of his / her order (including any rejection of the same) which would be posted only on the relevant sections of the web site, and no separate confirmation of the execution / rejection of the order would be sent to the CLIENT either physically or electronically. Further, the Exchanges may cancel the trade suo moto without giving any reason thereof. The MEMBER shall be entitled to cancel relative contracts with the CLIENT. The rejection or cancellation of any trade for any reason whatsoever. Further, the MEMBER may, as its sole discretion, subject any order made by the CLIENT to manual review and entry which may cause delays in the execution of the CLIENT's orders.
- C. The CLIENT is required to ascertain all ledger balances of securities in his account which would be posted only on the relevant sections of the website and no separate intimation of the ledger balances of the CLIENT in his account would be sent to the CLIENT either physically or electronically.

5. TRADE CONFIRMATION

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The MEMBER shall send the trade confirmation to the CLIENT, in form of contract note cum bill or otherwise via mail, e-mail, fax, courier, Registered A.D., or otherwise at the postal address, telephone/fax no., email if intimated by the CLIENT to the MEMBER. The CLIENT understands that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon the receipt. In all cases, the MEMBER reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that the MEMBER will not be responsible for the non receipt of the trade confirmation due to any change in the details/correspondence address of the CLIENT not intimated to the MEMBER in writing.

6. PRICE OF SECURITIES

The CLIENT understands that with respect to any order, the CLIENT will obtain the price at which the order was actually executed in the market, which may be different from the price at which the security was trading when the CLIENT's order was entered into the MEMBER's system.

7. MISTAKEN ORDER

The MEMBER shall not be responsible for any order that is made by the CLIENT by mistake and every order that is entered by the CLIENT through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the CLIENT shall be fully responsible.

8. RECONFIRMATION OF CERTAIN ORDERS

The CLIENT hereby confirms that he / she is aware that the MEMBER has provided on the website a facility for reconfirmation of orders which are unusual and/or large and need to be executed using the MEMBER's discretion. These orders are subject to manual review and consequently execution of these orders may be delayed. The MEMBER reserves the right to reject any order based on its risk perceptions.

9. CANCELLATION OR MODIFICATION OF ORDERS

- i) The execution of orders cancellation or modification is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchanges. Market orders are subject to immediate execution. The CLIENT shall not presume that an order has been executed or cancelled or modified and the CLIENT is required to verify the status of his/her orders on the web site accordance with Clause above.
- ii, Unless otherwise specified by the MEMBER, any order not executed at the end of the day shall stand cancelled.
- iii. Where the Exchange cancels trade (s) suo moto all such trades including the trade(s) done on behalf of the CLIENT shall ipso facto stand cancelled and the MEMBER shall be entitled to cancel the

respective contract(s) with the CLIENT.

- iv. The trade(s) may also be cancelled on account of following reasons
 - a. There may be insufficient bids or offers or suspension of trading to price limits or circuit breakers.
 - b. The electronic trading systems either at the exchange or in the MEMBER's offices are vulnerable to temporary disruptions or failures.
- v. In the event of trade cancellation due to such events or vulnerable, MEMBER shall be entitled to cancel relative contract(s) with the CLIENT. At times. due to unforeseen circumstances the MEMBER may not be able to execute the desired transactions (either the CLIENTs own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The M EMBER does not accept responsibility for any losses that the CLIENT may incur on such eventualities beyond the control of the MEMBER.

10. DELAYED REPORTING OF TRANSACTIONS

- i. If trades or transactions are reported late to the MEMBER on account of any problems at the Exchange or for whatsoever reason, the CLIENT in turn will be subject to late reporting of transactions.
- ii. In addition, any errors reported to the CLIENT for any reason whatsoever will stand subsequently corrected to reflect the transaction that was effected in the market.

11. DELAYED PAYMENT

Notwithstanding anything contained in these presents, any amounts which are overdue from the CLIENT or a MEMBER of the CLIENT's family towards trading either in the cash or derivative segments or on account of any other reason to the MEMBER or to any of the MEMBER's group or associate companies, will be charged delayed payment charges not exiding 24% per annum or such other rate as may be determined by the MEMBER. The CLIENT hereby authorizes the MEMBER to directly debit the same to the account of the CLIENT at the end of each month. The CLIENT also authorizes the MEMBER to debit charges for depository services availed from the MEMBER to the trading account. The CLIENT also agrees that any amount overdue From him (including the interest on (delayed payment) shall be adjusted by the MEMBER from dues owed to the CLIENT by any group or associate company of the M EMBER. Conversely, any money owed by any group or associate company of the MEMBER to the CLIENT shall be offset against the dues owed by the MEMBER to the CLIENT. The CLIENT consents to sharing

Signature of
the Applicant


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information relating to his trading A/C with the Banks/Financial Institutions from which the MEMBER has borrowed funds to meet the pay in obligations of the CLIENT or CLIENT'S family, in case of delayed payment.

12. PAYOUT OF SECURITIES/FUNDS

- a. The CLIENT agrees that the MEMBER shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by the MEMBER from the Exchange, the Clearing Corporation / House or the concerned Mutual Fund or other company or entity liable to make the payment. Unless the MEMBER otherwise determines, and subject to the MEMBER's rights to set off and other rights as mentioned in this agreement, the securities to be delivered by the MEMBER to the CLIENT pursuant to the CLIENT's purchase transactions shall be credited to the designated depository account of the CLIENT and the sale proceeds to be paid by the MEMBER to the CLIENT shall be deposited to the designated Bank account of the CLIENT or shall be paid through Account Payee Cheque in the name of clients duly mention of his /her designated Bank Account of member or any other Bank account as preferred by the member.
- b. In order to facilitate operations, the CLIENT authorizes the MEMBER to maintain a running account with the MEMBER, instead of settlement to settlement clearance of funds / securities due to the CLIENT. The payout of funds/securities may be retained by the MEMBER and no interest shall be payable by the MEMBER on such securities / funds so retained.. The CLIENT agrees that the MEMBER shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/funds under this agreement or otherwise. On written request of the CLIENT the MEMBER may release the funds / securities to him, if sufficient margins in respect of his / her trading, across the stock exchange(s) and across the segment of the stock exchange(s) are available with the MEMBER.
- c. In case of purchase of securities by the CLIENT, at times the MEMBER may be unable to deliver the securities to the said purchaser on the pay out day due to non receipt of the securities from the stock exchange(s) or in case on non receipt of the said securities from another CLIENT of the MEMBER who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the Company as amended from time to time.
- d. At all times, the CLIENT agrees to make the payment of funds only in the name of the MEMBER titled 'TRANSWORLD SECURITIES

LIMITED" vide a account payee cheque/demand draft drawn on a Nationalised Bank, with details of the CLIENT code and the name of the CLIENT mentioned on the reverse of the instrument.

- e. At all times, the CLIENT agrees to transfer the securities only to the designated depository account of the MEMBER.
- f. The CLIENT agrees that the MEMBER shall not be responsible for any loss, damages in respect of any funds/securities which are deposited/ transferred to any account other than that of the MEMBERS designated account under this Agreement.

13. ADJUSTMENT OF BALANCES

The CLIENT or a Constituent of the "Family" of the CLIENT (for the purposes of this agreement "Family" shall hereinafter mean all the individuals, group companies, firms, entities and other persons as notified to MEMBER from time to time) who may be registered as a CLIENT with the MEMBER under one or more of the following segment(s)

- a. As a Broking CLIENT for dealing in securities on one or more segment(s) of Bombay Stock Exchange Limited, and / or National Stock Exchange of India and/or Delhi Stock Exchange Association Limited
- b. As a CLIENT holding depository account with Transworld Securities Limited.
- c. Or for any other product or service that may be offered and availed in future.

Agree that the account of the CLIENT or that of ;any constituent of the "Family" refers to and includes any account(s) in any of the above segments, taken individually or collectively including account(s) opened by the Member after the signing of this agreement.

The CLIENT agrees to adjust the balances in its account with the balances in the accounts of his Family as per the terms communicated to the MEMBER.

14. RIGHTS OF LIEN I SET OFF

- a. The CLIENT authorized the MEMBER to set off credit balances of securities and /or funds or have lien on such credit balances/ securities, in or more of the accounts of the CLIENT or any member of the CLIENT's FAMILY in any of the segments where the CLIENT or the member of the CLIENT'S FAMILY is registered with the MEMBER, against the debit balances of securities and /or funds in one or more accounts of the CLIENT or any member of CLIENT'S FAMILY in any of the said segments, by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities placed as margin/ collateral, and I or any credit in any said accounts of the CLIENT or of the member of the CLIENT'S FAMILY.

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- b. The CLIENT agrees that all securities monies belonging to the CLIENT which are under the control or possession of the MEMBER shall be subject to a general lien and I or set off, for discharge of any obligation or indebtedness of the CLIENT or a member of the CLIENT's FAMILY to the MEMBER or any of its group company (ies). In enforcing the lien and I or the right to set off~ the MEMBER shall have the sole discretion of determining the manner in which the securities or assets are to be appropriated I liquidated. The provisions of this clause shall apply notwithstanding any other agreement to the contrary between the CLIENT and the MEMBER.

15. MEMBER CLIENT COMMUNICATION

- a. Form of Communication Documents which may be sent by electronic delivery between the parties may be in the form of an electronic mail (including any auto replies from the system of the MEMBER), an electronic mail attachment, or in the form of an available download from the web site. The MEMBER shall be deemed to have fulfilled any legal obligation to delivery to the CLIENT any such documents if sent via electronic delivery, provided however that the notice of termination specified in the Terms herein, shall be in writing.

b. Electronic Communication of Documents

- i. The Client understand that it is his/her responsibility to review upon first receipt, whether delivered to the client by mail, by e-mail (including any auto replies from the system of member), or other electronic means, all confirmations, The client shall verify upon receipt of the documents all information contained therein he/she will have to intimate to the member of the said objections within the prescribed time limit as prescribed by the exchange/ SEBI from time to time and if the client fails to bring into the notice of the member the said objects within the said time limit, such information would be deemed to have been accepted by the said client.
- ii. The Member may at any time amend the margin Requirements, the list of approved securities accepted as margin, or such other terms of the agreement by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on its web site. The Member shall not be required to communicate any modification or rescission individually to the client either through physical or electronic form and any separate notice of amendment or modification is deemed to be waived by the Client. The

continued use of the service” if the Member after such notice will constitute acknowledgement and acceptance of such amendment. These terms (as amended or modified from time to time) represent the entire agreement between the Client and the Member concerning the subject matter hereof.

- c. Change of Address Unless the CLIENT informs the MEMBER of the change of the address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the CLIENT irrespective of whether they are actually received or not.
- d. Protection of Security Code(s) The Client shall immediately notify the MEMBER in writing, delivered via e-mail and Registered AD, if the CLIENT becomes aware of any loss, theft or unauthorized use of the CLIENT's security code(s) and account number; or any failure by the CLIENT to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the CLIENT of confirmation of an order and / or execution which the CLIENT did not place; or any inaccurate information in the CLIENT's account balances, securities, positions or transaction history. In the case where the CLIENT notifies such loss, theft or unauthorised use of the CLIENT's Security code(s) password and account number to the MEMBER, the MEMBER shall suspend the use of the account of the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the CLIENT password. When any of the above circumstances occur, neither the MEMBER nor any of its officers, directors, employees, agents or affiliates will have any responsibility or liability to the CLIENT or to any other person whose claim may arise through the CLIENT with respect to any of the circumstances described above.
- e. Notices/Policies certain policies and / or procedures may be further outlined on the MEMBER's web site and material/literature and frequently asked questions (FAQ's) provided to the CLIENT. Through the use of the MEMBER's web site and services, the CLIENT agrees to be bound by any and all such notices, policies and terms of doing business.

Signature of
the Applicant


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16. SECURITY CODES, SECURITY PRECAUTIONS AND INFRASTRUCTURE

- a. Use of the CLIENT-ID and password The CLIENT agrees that it will be the sole authorized user of the Username, Password/s, Customer User Identification Number, telephone Personal Identification Number (T PIN) or other identification or security code (by whatever name called) to be given to it by the MEMBER to access MEMBER's system, or service through MEMBER's website, over the telephone or in such other manner as may be permitted by the MEMBER fix availing of the service. The CLIENT accepts sole responsibility for rules, confidentiality and Protection of the User name, Passwords, Customer USER Identification Number, T-PIN, or the security code(s) as issued by the MEMBER to the CLIENT from time to time (hereinafter referred to as "Security Codes) as well as for all orders and information changes entered into the CLIENT's account using such security codes. The CLIENT shall ensure that such security code(s) is / are not to be revealed to any third Party or recorded us any written or electronic form. If the CLIENT forgets the security code(s) a request for change of such Security / Code(s) should be sent to the Member in writing on receipt of such a request the MEMBER shall discontinue the use the old Security Code(s) and shall generate a new Security Code(s) for the CLIENT which shall be communicated to the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the old Security agents, affiliates or subsidiaries will have any responsibility or liability to the CLIENT or to any person whose claim may arise through the CLIENT with respect to any of the circumstances described above.
- b. Recording of Password The CLIENT shall memorise the security code(s) and shall not record it in written or electronic form. In the event that the CLIENT does record the Security code(s) in written or electronic form, he / she shall do so at his / her sole risk and responsibility,
- c. Responsibility for use of Security Code(s) Any order entered using the CLIENT's security code(s) either through the web site or through telephone or otherwise is deemed to be that of the CLIENT. If third parties gain access to the MEMBER's service through the use of the CLIENT's security code(s), the CLIENT will be deemed to be responsible for the same and hereby holds harmless and agrees to indemnify the MEMBER against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the CLIENT. . The

use and storage of any information including, without limitation, the Password information, transaction activity, account balances and any other information or orders on the CLIENT's personal computer is at the CLIENT's own risk and is the CLIENT's sole responsibility,

- d. Communication Equipment of the CLIENT: The CLIENT is responsible for installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the CLIENT's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the CLIENT in accessing the web site or related services will be bone by the CLIENT.
- e. CLIENT's infrastructure for the purposes of these Terms, it is presumed that the CLIENT has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of the MEMBER or contacting the phone broking executive of the MEMBER (prior to accessing the services provided pursuant to these Terms). The MEMBER will not (and shall not be under any obligation to) assist the CLIENT in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to the website of the MEMBER.
- f. Liability for incorrect Instructions The CLIENT agrees to fully indemnify and hold harmless the MEMBER for any losses arising from the execution of incorrect I ambiguous or fraudulent instructions that got entered through the system at the CLIENT's end.
- g. Secure Electronic Records and Digital Signatures in the event that the certifying authorities and other insfrastructure contemplated under the information Technology Act, 2000, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, the MEMBER would have the right to require the CLIENT to authorize the various transactions on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the CLIENT password.

17. PROVISIONS IN CASE OF DEFAULT OF MEMBER

In the event of a default of a Trading I Clearing MEMBER on his own account the CLIENT's money will not be utilized to meet the MEMBER's Liabilities.

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In such cases, the CLIENT's positions shall be either transferred to another solvent MEMBER or closed out as per the provisions of the Rules, Byelaws and Regulations of the any segment or the Clearing House. The Loss, if any, caused to the CLIENT because of such action would be recoverable by the CLIENT from the MEMBER. In event of any failure of the CLIENT to fulfil his obligations to the MEMBER, the Segment or the Clearing House, the CLIENT's position may be closed out and the money, if any, of the CLIENT available with the MEMBER or with any other MEMBER. The segment or the Clearing House may be adjusted against the CLIENT's liabilities / obligations.

18. MISCELLANEOUS PROVISIONS GOVERNING THE TERMS:

a. Use of Website

The CLIENT agrees that each participating Exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The CLIENT shall use real-time quotes received on the web site of the MEMBER only for the CLIENT's individual use and shall not furnish such data to any other person or entity. The CLIENT is authorized to use materials which are made available by the MEMBER's website for the CLIENT's own needs only, and the CLIENT is not authorized to resell, access to any such materials or to make copies of any such materials for sale or use to and by others. The CLIENT shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the MEMBER's web site.

b. Limitation of Liability

The MEMBER does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content or market information, or messages disseminated to the CLIENT or the execution of the orders placed by the CLIENT. The MEMBER shall not be liable for any inaccuracy, error delay in, or omissions of, i) any such data, information or messages, or ii) the transmission or delivery of any such data, information or messages, due either to any act or omission by the MEMBER or to any "force majeure" event e.g. flood, extraordinary weather condition, earthquake or other any act of God, fire, war, insurrection, riot, labour, dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses, equipment or software malfunction); any fraud committed by any person whether in the employment of the MEMBER or otherwise or any cause within beyond the reasonable control of the MEMBER iii) Cancellation or non execution of the order placed by the CLIENT with the MEMBER.

The MEMBER shall not liable for any inaccuracy, errors, false, statement, misrepresentation or a fraud committed by any sales or other associates I third parties engaged by the MEMBER to promote the services offered by it. The CLIENT agrees that he/ she places no reliance on such persons and will exercise due care and diligence in relying on any statements made any persons.

Under no circumstances shall the MEMBER or anyone involved in creating, producing, delivering or managing the MEMBER's services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, delay in transmission of any communication in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breach of any warranty or due to any fraud committed by any person whether in the employment of the MEMBER or otherwise.

c. Interruption In Services

The MEMBER does not warrant that the service will be interrupted or error free. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation those of merchantability and fitness for a particular purpose. The CLIENT agrees that the MEMBER shall not be held responsible for any breakdown of the system either due to the fault of the systems of the MEMBER or of the Exchanges or otherwise.

d. Warranties of Clients

1. The CLIENT hereby represents and warrants that the terms and conditions of this Agreement have been clearly understood and that the information furnished to the MEMBER is accurate and truthful.
2. The CLIENT confirms that he/she is of legal age and he/she has obtained the necessary approvals from the relevant regulatory I legal and compliance authorities to avail the services provided pursuant to the Terms of this Agreement.
3. The MEMBER may appoint agents for carrying out the acts mentioned in or in relation to this Agreement. The CLIENT consents to sharing of his I her account related information to the authorized agents appointed by the MEMBER.

e. Sharing of Information

The MEMBER agrees to inform the CLIENT and keep him apprised about trading I settlement cycles, delivery I payment schedules, any changes therein from time to time, and it shall be the

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responsibility in turn of the CLIENT to comply with such schedules & procedures of the relevant stock exchange.

f. Tape Recording of Conversation:

The CLIENT is aware that the MEMBER tape-records the conversations between the CLIENT's representative and the MEMBER either personally or over the telephone, and hereby specifically permits the MEMBER to do so. Such recordings may be relied upon by the MEMBER as and when required to resolve disputes in connection with the trading transactions.

g. Conclusiveness of Records

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

h. Indemnity

i. Though orders are generally routed to the marketplace immediately after the time the order is placed by the CLIENT on the system there may be a delay in the execution of the order due to any link/ system failure at the CLIENT/ MEMBER/Exchange's end. The CLIENT hereby specifically indemnifies and holds the MEMBER harmless from any and all claims, and agrees that the MEMBER shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment, failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorized access, theft, any fraud committed by any person whether in the employment of the MEMBER or otherwise or any problem, technological or otherwise, that might prevent the CLIENT from contacting the phone broking services of the MEMBER or entering the MEMBER's system or from executing an order or in respect of other conditions.

ii. The CLIENT further agrees that he/she will not be compensated by the MEMBER for any "lost opportunity" viz notional profits on buy /sell orders which could not be executed due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of the MEMBER or the Exchange is operating, any shutting down by the MEMBER of his/her system /or any reason or the MEMBER disabling the CLIENT from trading on its system for any reason whatsoever.

iii. The MEMBER shall continue to be

responsible for replacing bad deliveries of the CLIENT accordance with applicable "Good and bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the CLIENT.

i. Assignment

Either party to this Agreement shall not assign or transfer all or any of its right or obligations hereunder without the prior consent of the other party.

j. Severability

In Case anyone or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions, contained herein shall not in any way be affected or impaired thereto.

l. Further Assurances

In connection with this Agreement, as well as the transactions contemplated by this Agreement as offered by the MEMBER from time to time, each party agrees to execute and deliver such additional documents and to perform such additional actions may be necessary, appropriate or reasonably requested to carry out or evidence the transaction in respect of the services availed by the CLIENT from time to time.

19. JURISDICTION

i. Indian Jurisdiction

a) The MEMBER and the CLIENT declare and agree that the transactions executed on the Exchange are subject to the Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye laws and regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

b) The MEMBER hereby agrees that it shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between the MEMBER and the CLIENT and that it shall be liable to implement the arbitration awards made in such proceedings.

ii. Foreign Jurisdiction

This service does not constitute an offer to sell or a solicitation of an offer to buy any shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such

Signature of
the Applicant


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an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only /or the information of any person in any jurisdiction where it may be lawful to offer such a service. Further, no information on www.transworldsecurities.com is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing www.transworldsecurities.com.

20. PROPRIETARY TRADING

The MEMBER discloses herewith that it undertakes proprietary trading in addition to CLIENT based trading.

The CLIENT confirms having read and understood the terms and conditions of the MEMBER CLIENT agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding Limiting the MEMBER'S and Exchange' liabilities.

21. WORDS AND EXPRESSIONS

Words and Expressions which are used in this

IN WITNESS THEREOF, the parties to the agreement have executed these presents and the date of execution shall be deemed to be the latter of the dates on which this agreement has been executed and at the place at which it has been executed.

Signed for and on behalf of Stock Broker :

<p>Transworld Securities Limited Member : National Stock Exchange of India Ltd. (NSE) Member : Bombay Stock Exchange Limited (BSE) Member : Delhi Stock Exchange Association Limited (DSE) Regd. Office: 22/44, West Patel Nagar, New Delhi-110008 Ph.: 011-41007799 Fax : 011-25881679 SEBI Regn. No.: NSE INB/INF/INE230824438 SEBI Regn. No.: BSE INB/INF/INE010824432 SEBI Regn. No.: DSE INB050824433</p>
<p>For Transworld Securities Limited</p>
<p>Authorised Signatory</p>

WITNESS

1.

2.


agreement, 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, of the Exchange and circulars issued thereunder.

22. AMENDMENT

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement, Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and Regulations of SEBI or byelaws, Rules and Regulations of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement. The amendments shall be intimated to the CLIENT. In case the CLIENT continues to deal with the MEMBER subsequent to the intimation of such amendments, it shall be deemed that the CLIENT is agreeable to the new clauses. However the CLIENT has the right to terminate the agreement through communication in writing subject to the meeting of the financial and other obligations under this agreement.

Schedule above referred to

Signed for and on behalf of Client :

<p>Signature(s)  (40 of 50)</p>
<p>Name</p>
<p>Address</p>

WITNESS

1.

2.

RUNNING ACCOUNT AUTHORISATION

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

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

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

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds and an extract from the client demat ledger (register of securities) displaying all receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funds/securities and the details of the pledge, if any. Please do not carry out settlement of running account in the event I/We avail margin trading facility. Further do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/ margin in the form of bank guarantee (BG) / Fixed Deposits (FRD).

Please further note that while I am entitled to revoke this authorisation at any time. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of securities / monies under this agreement.

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

I/We hereby authorised you to retain upto Rs. 10,000 at time of actual settlement of funds and securities Yes No

Once in a Calender Quarter Once in a Calender Month

Thanking you,

Yours faithfully,

Signature of the Applicant


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Date | D | D | - | M | M | - | Y | Y | Y | Y |

Name :

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

AUTHORISATION FOR ELECTRONIC CONTRACT NOTES

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

I/ We understand that, , / we have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/ we hereby opt for receipt of contract notes in electronic form. , I /We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account(s) / email id on your record for sending the contract notes to me / us.

- 1.
- 2.

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

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

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

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

Thanking you,

Yours faithfully,

Signature of the Applicant  (42 of 50)

Date

D	D	-	M	M	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Name :

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

VERBAL ORDER ACCEPTANCE AUTHORISATION

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

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

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

Thanking you,

Yours faithfully,

Signature of the Applicant  (43 of 50)

Date | D | D | - | M | M | - | Y | Y | Y | Y |

Name :

AUTHORISATION

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

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

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

Thanking you,

Yours faithfully,

Signature of the Applicant  (44 of 50)

Date | D | D | - | M | M | - | Y | Y | Y | Y |

Name :

PLEDGE AUTHORISATION

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

I/we have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my broker i.e. agent I/ we direct and authorize you as under.

Pledge /deposit my/our securities whether deposited as collateral/margin or permitted by us to be retained in the running account etc. by you with any person(s) including but not limited to anyone or more bank(s) and/or stock exchange(s) and/or clearing corporation(s) / clearing house(s) or any other person. You may at your absolute discretion raise funds, obtain bank guarantee(s) and FDRs etc. against such deposit/ pledge. I/ we authorise you to do in my/our name and on my/our behalf all such acts, deeds and things as may be necessary and expedient for placing pledging / depositing my/our securities with a person of your choice. If for any reason the pledgee sells / liquidates these securities I/we shall not dispute or contest the acts of pledgee in any manner what so ever. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

Signature of the Applicant

 (45 of 50)

Date | D | D | - | M | M | - | Y | Y | Y | Y |

Name :

STANDING INSTRUCTIONS

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

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

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

Thanking you,

Yours faithfully,

Signature of the Applicant

 (46 of 50)

Date | D | D | - | M | M | - | Y | Y | Y | Y |

Name :

AUTHORISATION FOR DEBITING DEMAT ACCOUNT OPERATING CHARGES

O,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

I/We have been/shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options Segment. As my Broker, i.e. agent, I/we authorize you to debit my/our account against the charges raised by you on account of Depository Services Provided by you or by on account of Depository Services Provided by them and bill raised by them in this regard. The details of Demat account(s) are as follows:

Depository Depository Participant Beneficiary Account

Depository	Depository Participant	Beneficiary Account
NSDL/CDSL		
NSDL/CDSL		
NSDL/CDSL		
NSDL/CDSL		

Thanking you,

Yours faithfully,

Signature of the Applicant


(47 of 50)

Date

D	D	-	M	M	-	Y	Y	Y	Y
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Name :

AUTHORISATION

To,

Transworld Securities Limited

Regd. Office: 22/44, West Patel Nagar, New Delhi-110008

Ph.: 011-41007799 Fax : 011-25881679

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

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

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

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

Thanking you,

Yours faithfully,

Signature of the Applicant


(48 of 50)

Date

D	D	-	M	M	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Name :

DECLARATION FOR DELIVERING TRADE CONFIRMATIONS VIA SMS

To,
Transworld Securities Limited
Regd. Office: 22/44, West Patel Nagar, New Delhi-110008
Ph.: 011-41007799 Fax : 011-25881679

I/We hereby agree and give my/our consent for sending the trade confirmations via SMS and I/We have also understood that we will not receive the telephonic trade confirmations.
For this purpose, I/We would like to confirm following details for the database maintained with you. Please update the records with the same.

MOBILE No.

Thanking you,
Yours faithfully,
Name :

Signature of the Applicant  (49 of 50)

Date - -

ADDENDUM TO THE CLIENT REGISTRATION FORM / KEY INFORMATION

In compliance with the provisions of Prevention of Money Laundering Act, 2002 and subsequent circulars issued by SEBI thereto, we hereby obliged to consider it as a part of client registration document: -

PREVENTION OF MONEY LAUNDERING

Prevention of Money Laundering Act, 2002 (herein refer to an "Act") came into affect July 1, 2005 vide notification No. GRE 436(E) dated July 1, 2005 issued by Department of Revenue, Ministry of Finance, Govt. of India. Further SEBI vide Circular reference number ISD/CIR/RR/AML/1/06 dated January 18, 2006 mandated that all the Stock Brokers should formulate and implement a proper policy framework as per the guidelines on anti money laundering measures and also to adopt a Know Your Client (KYC) policy. SEBI also issued another circular reference number ISD/CIR/RR/AML/2/06 dated March 23, 2006 advising all the Stock Broker to take necessary steps to ensure compliance with the requirement of Sec 12 of the Act inter-alia, maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.

The constituents should ensure that the amount invested in the securities is through legitimate sources only and does not involve and is not designated for the purpose of contravention or evasion of the provision of the Income Tax Act, Prevention of Money Laundering Act, Prevention of corruption Act and/or any other law for the time being in force enacted by Govt. of India from time to time or any rules and regulations, notifications or directions issued there under.

To ensure appropriate identification of the constituents under its KYC policy and with view to monitor the transactions for the prevention of anti money laundering, the company has reserve the right to seek information, record constituents telephonic calls and/or obtained or retained documentation for establishing the identity of the constituents, proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose.

The constituents or their attorney, if any, shall produce independent source documents, such as photographs, certified copies of ration card/passport/pan card/driving license or such other documents or produce such information as may be required from time to time for verification of the identity, residential address, financial information of the constituents by the company.

If the constituents refuses/fails to produce the required documents and information with in the period specified in the communication sent by company to the constituents, then the company after applying due diligence measures believes that the transaction is suspicious in nature within the purview of the Act and SEBI circulars issued from time to time or on account of deficiencies in the documentation shall have absolute discretion to report suspicious transaction to FIU-IND or to reject the application or to freeze the account of constituent. Thus the KYC documentation shall comply by all the constituents in its true spirit and word.

The Company, its Directors, its Employees and agents shall not be liable in any manner for any claim arising whatsoever on account of freezing of account or on rejection of application etc. due to noncompliance of the provisions of the Act, SEBI circulars and KYC policy and or where company believes that transaction is suspicious in nature within the purview of the Act or SEBI circulars and reporting the same to FIU-IND.

This document form an integral part of the client registration form as addendum or key information memorandum and will be subject to amendments from time to time.

Name :

Signature of the Applicant  (50 of 50)

Date - -

TSL



TRANSWORLD SECURITIES LIMITED

22/44, West Patel Nagar, New Delhi-110008 Ph.: 011-41007799 Fax : 011-25881679
E-mail : transworldsecurities@gmail.com Web. : www.transworldsecurities.com