

**For Office Use Only**

**File Ref. No.**

**Unique Client Code :**

**Name :**

**Place :**

**Documents Verified by :**

**In Person Verification done by :**

**Name : ..... Date : .....**

**Designation : .....**

# CLIENT REGISTRATION FORM

**PREM SOMANI**  
**SHARE BROKERS PVT. LTD.**

5A, Tilak Bhawan, 5th Floor, Tilak Marg, C-Scheme, Jaipur-302005 (RAJ.)

Phone : 0141-5115886/87, 2221821 Fax : 0141-5115891

E-mail : info@premsomani.com

**INSTRUCTIONS FOR FILLING UP AND COMPLETING THE  
ACCOUNT OPENING DOCUMENTATION**

Information tendered herein shall be kept confidential unless required by the Exchange, SEBI or any statutory body or authority. Please ensure that the form is properly filled up and copies of all required document are attached. Please pay attention to the following requirements.

**FOR INDIVIDUAL / SOLE PROPRIETORSHIP / HUF**

<b>DOCUMENTARY REQUIREMENTS</b>	<b>CHECKLIST</b>
<ol style="list-style-type: none"> <li>1. Passport size photograph signed across by client.</li> <li>2. Proof of Address, PIN Code is compulsory</li> <li>3. Copy of Pan Card</li> <li>4. Proof of Bank Account (A cheque fo Rs. 200/ - in favour of <b>Prem Somani Share Brokers Private Limited</b> Should be attached.)</li> <li>5. Proof of Demat Account.</li> <li>6. In case of sole proprietorship firm a declaration on the letter-head of the firm as sole proprietor.</li> </ol> <p>Note : Trading Account can not be opened in joint name.</p>	<p>Check the following before submitting Client Registration Kit with us.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Proof of Identity.</li> <li><input type="checkbox"/> Proof of Residence.</li> <li><input type="checkbox"/> PAN No.</li> <li><input type="checkbox"/> Proof of Bank Account</li> <li><input type="checkbox"/> Proof of DP Account</li> <li><input type="checkbox"/> All documents are self attested</li> <li><input type="checkbox"/> Self attested Photograph</li> <li><input type="checkbox"/> Sign on all places marked <input checked="" type="checkbox"/></li> <li><input type="checkbox"/> All Columns are duly filled</li> </ul>

1. It is mandatory to provide details of your beneficiary account number with a depository participant with an account-opening document in proof of the same or the latest statement of holding / transaction.
2. Complete signature of the client on all pages is required. The client should also sign at all the relevant places marked  and where information is filled by hand or where information is provided in blank spaces.
3. It is mandatory to fill up the details in the Schedule relating to Adjustment of balances in family account's and signatures of all the clients who are members of the family. This form should be filled up in duplicate.
4. Each client should use a separate registration form. If members of a family wish to open separate accounts, each member should fill up a separate form. Accounts cannot be opened in joint names.
5. Originals will be required for verification at the time of submission of the application.

## **CHECK LIST FOR CORPORATE ACCOUNTS / PARTNERSHIP FIRMS**

1. Copies of the balance sheet for the last 2 financial year at the time of a/c opening (copies of annual balance sheet to be submitted every year)
2. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary / Whole-time director / MD.  
(Copy of updated shareholding pattern to be submitted every year)
3. Certified true copies of the Memorandum and Articles of Association in case of a company / body incorporate / partinership deed in case of a partnership firm.
4. Copy of the Resolution of board of directors' approving participation in equity / derivatives / debt trading and naming authorized persons for dealing in securities.
5. Passport size photographs of Partners/Whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities.
6. Annexure A for all directors/ authorized signatories/partners.
7. Copy of PAN Card of the firm
8. List of Directors alongwith address on the letter head of the company
9. Proof of Address
10. Identity and address proof of directors
11. Proof of Bank Account
12. Proof of Demat Account
13. Bank attestation of signatures of directors
14. A declaration on company's letter-head authorizing Prem Somani Share Brokers Pvt. Ltd. to act on the oral or written instructions of any one or more of the specified persons.
15. Networth Certificate
16. Latest Income Tax return

**For Office Use**

<b>Unique Client Code</b>	
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Prem Somani Share Brokers Pvt. Ltd.

Member National Stock Exchange of India Ltd.

SEBI Regn. No. CM : INB230934839

SEBI Regn. No. FO : INF230934839

Please affix and sign across the photograph
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✓3

<b>CLIENT REGISTRATION ACCOUNT OPENING FORM</b>
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Dear Sir/Madam,

I / We request you to register me / us as your client and enable me / us to trade in the cash and derivatives segments pursuant to the Agreement entered into with you. I / we have read the Rules, Bye-laws and Regulations of the Exchanges pertaining to the cash and derivatives segments and agree to abide by them. In this regard, I / we furnish the following information.

Type of Account (Tick the applicable item)	<input type="checkbox"/> Individual	<input type="checkbox"/> HUF	<input type="checkbox"/> Corporate
	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> NRI	<input type="checkbox"/> Other (Pl. Specify)

Full Name																	
Date of Birth											Married / Unmarried	Sex Male / Female					
Father/Husband Name																	
Residential Address (In case of individuals)																	
												PIN					

Registered office address (in case of corporate/ firm)																	
												PIN					
Correspondence address (in case of corporate/ firm)																	
												PIN					
Phone					Mobile					FAX							
Email																	

Name of employer						Designation											
Office Address																	
											PIN						
Phone					Mobile					FAX							

✓4

Educational Qualification			
Occupation	Employed / Business / Self Employed / Service / Professional / Housewife / Others		
Residential Status	Indian / NRI / Others	Nationality	

PAN No. (enclose Proof)			
Identity Proof (enclose Proof)	<input type="checkbox"/> Pan Card <input type="checkbox"/> Voter ID Card	<input type="checkbox"/> Passport <input type="checkbox"/> Driving License	
Address Proof (enclose proof)	<input type="checkbox"/> Ration Card <input type="checkbox"/> Driving License <input type="checkbox"/> Insurance Policy	<input type="checkbox"/> Passport <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Rent Agreement	<input type="checkbox"/> Voter ID Card <input type="checkbox"/> Tel / Elect Bill

**DEMAT PARTICULARS (enclose proof of demat a/c)**

DP ID		Client ID	
DP Name & Address			
Primary Purpose of trading	<input type="checkbox"/> Speculative	<input type="checkbox"/> Investment	<input type="checkbox"/> Both

**DETAIL OF CORPORATES AND PARTNERSHIP FIRMS**

Name			
Date of Incorporation		Date of Commencement of Business	
Nature of Business			
ROC/SEBI/Any other Govt. Agency Regn. no. (If Applicable)			
Name of Promoters with residential address@	Attach a sheet on Letter Head		
Name of present Directors with residential address@	Attach a sheet on Letter Head		
Networth of the company@	Certified as on ..... Excl. Revaluation Reserve Rs. ....		

@ On company letterhead

**BANK ACCOUNT PARTICULARS (Please attach copy of Cancelled / Bank Passbook)**

Name of the Bank, Branch Address, Tel No.								
Account Number								
Account Type	<input type="checkbox"/> Saving	<input type="checkbox"/> Current	<input type="checkbox"/> NRI	<input type="checkbox"/> Overdraft	<input type="checkbox"/> Others			
9 Digit MICR code								

Income Range per annum (in Rs.)	<input type="checkbox"/> <1 lac	<input type="checkbox"/> 1-5 lacs	<input type="checkbox"/> 5-10 lacs	<input type="checkbox"/> 10-25 lacs	<input type="checkbox"/> >25 lacs
Investment Experience	..... Years in Stocks	.....Years in Derivatives	..... Years in other Investments		
Whether registered with any other broker / member	<input type="checkbox"/> YES		<input type="checkbox"/> NO		
If Yes, Name of the Broker				Client Code	
Exchange Where you want to trade	<input type="checkbox"/> NSE	<input type="checkbox"/> Segment	<input type="checkbox"/> Capital Mkt.	<input type="checkbox"/> Derivatives	
Write in your own handwriting :- (Choose (1) Capital Market (2) Derivatives or both) .....					
Details of any action taken by SEBI/Stock exchange/any other authority against the constituent or its partners / promoters / whole time directors / authorized persons in charge of dealing in securities for violation of securities laws/other economic offences.					

✓6

**INTRODUCER DETAILS**

Introduced by another constituent/Director/employee of Trading member / any other person. (pl. specify) .....	
Name	
Client Code	Signatures

**DECLARATION TO BE SIGNED BY ALL CLIENTS**

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 suitable action can be taken against me including cancellation of my registration and denying me any trading in cash and derivative segment.		
Date	Place	Signature ✓7

**DECLARATION TO BE SIGNED BY THE PROPRIETOR OF SOLE PROPRIETORSHIP FIRM**

I/we refer to the Account opened by you in the name of ..... and declare as under. I the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advise you in writing, with your acknowledgment, of any change that takes place in the constitution of the firm, and I will be liable to you for any obligation, which may be standing in the firm's name in your books on the date of receipt of such notice, and until all such obligation have been liquidated.		
Date	Place	Signature ✓8

Interviewed by	Name _____ Designation _____	Signature _____
Original Documents	Verified by :	Authorized By :

Your Truly

✓9

Client Signature (Please sign without stamp of the firm)

## MEMBER-CLIENT AGREEMENT

(Full Signature on all pages)

This agreement is made and executed at ..... this ..... day of ..... 20..... between : M/s Prem Somani Share Brokers Pvt. Ltd. a body corporate, ✓10 incorporated under the provisions of the Companies Act, 1956, being a Member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its registered office at 5A, Tilak Bhawan 5th Floor, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of A trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, 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

Mr./Ms/M/s. .... an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, ✓11 under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/registered office at .....

..... (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB230934839 in the Capital Market/Cash Segment and SEBI registration number INF230934839 in the Futures and Options Segment.

Whereas the client is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied 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.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and 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.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder the Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Whereas the client is informed and satisfied that the Stock Broker also does Proprietary Trading in capital market as well as derivative segment.

Now therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions;

1. The Client agrees to immediately notify the stock broker in writing if there is any change in the information in the client registration form provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure documents to the notice of client and made him aware of the significance of the said document. The client agrees that :-
  - (a) He has read and understood the risks involved in trading on a stock exchange.
  - (b) He shall be wholly responsible for all his investment decisions and Trades.

✓12

- (c) The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - (d) He is liable to 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) 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.
  - (e) 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
  6. The stock broker agrees 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 SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
  7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
  9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/tc be delivered or received/to be received by the client.
  11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & 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.
  12. 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 it may have had transactions in securities.

13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s) 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)/ partners/proprietor as the case may be shall also be communicated to the relevant stock exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulation, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of the courts in Jaipur or as may be specified by the Byelaws 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.
19. The instructions issued by an authorized representative, if any of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. 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.
21. This agreement shall forthwith terminate; 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 on it the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement 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 agreement 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.
23. In additions to the specific rights set out in this Agreement, the stock 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 Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this 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.
25. The provisions of this agreement shall always be subject of Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it 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 its his client to any person or authority with the express permission of the client.

**The Parties to the agreement have read and understood that some clauses are though not mandatory in nature but are required to be executed for smooth functioning of the facilities offered by the Member Broker and have agreed voluntarily.**

In addition to above the parties hereby agree to the below mentioned :

1. The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means whether express or implied by an authorised representative of the client shall be binding on the client. The client hereby authorizes his representative(s) ..... and/or ..... to trade ✓15 and transact in securities for and on behalf of the client. In the event of the authorised representative(s) being replaced, it shall be the responsibility of the client to inform the Stock Broker of the change in writing, failing which the client shall be responsible for the trade obligations arising out of the actions of both the representatives, i.e. old as well as the new representatives.
2. The Client is aware that the Stock Broker may tape-record the conversations between Client's representative and the Stock Broker, either personally or over the telephone, and hereby specifically permits the Stock Broker to do so. Such recordings may be relied upon by the Stock Broker as and when required to resolve disputes in connection with the trading transaction. The Exchange(s) may cancel a trade suo moto without giving any reason thereof. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the Stock Broker's offices are vulnerable to temporary disruptions or failures. In the event of trade cancellation due to such events or vulnerabilities, the Stock Broker shall be entitled to cancel relative contract(s) with the client. At times, due to such unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the client's own transactions or transactions as provided in this agreement) on a timely basis. The Stock Broker does not accept responsibility for any losses that the client may incur on such eventualities beyond the control of the Stock Broker.
3. In the event the Client transacts in more than one stock exchange or in different segments in one exchange or across exchanges, the client specifically authorises the Stock Broker to set off the outstanding in the Client's account maintained by the Stock Broker in respect of any stock exchange or any segment of any stock exchange against the money standing to the credit of the client's account maintained by the Stock Broker in respect of any other stock exchange or any other segment in any other stock exchange.
4. The Stock Broker may require that the client deposit interest-free margin as per exchange or more/less in the form of cash or securities on the price of the securities proposed to be purchased, unless the client already has an equivalent credit of securities with the Stock Broker.
5. The Stock Broker may require that client to deposit interest free margin as per exchange or more/less in the form of cash or securities on the price of the securities proposed to be sold, unless the Stock Broker has received the securities to be sold with valid transfer documents to the Stock Broker's satisfaction prior to such sale.
6. In case where the payment by the client towards the margin is made through a cheque issued in favour of the Stock Broker, any trade(s) would be executed by the Stock Broker at the discretion of the Stock Broker.
7. The Client agrees and authorises the Stock Broker to determine the market value of securities placed as Margin after applying a haircut that the Stock Broker deems appropriate. The Client positions are valued at the latest market price available (marked to market) on a continuous basis by the Stock Broker. 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 agrees to replenish any shortfall in the value of the margins immediately, whether or not the Stock Broker intimates such shortfall.
8. The Stock Broker 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 Stock Broker's requirement of payment of Margin in the form of cash immediately failing which the Stock Broker may sell, dispose, transfer or deal in any other 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 shall be borne by the Client, and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf.
9. The Client agrees that any securities placed by him/her/it as Margin may in turn be placed as margin by the Stock Broker with the Exchange or banks or such other institutions as the Stock Broker may deem fit for raising of finance against these securities. The Client authorises the

Stock Broker 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.

10. Any reference in these terms to sale or transfer of securities by the Stock Broker Shall be deemed to include sale of the securities which form part of the Margin maintained by the Client with the Stock Broker. In exercise of the Stock Brokers right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion.
11. 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 Stock Broker 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 or personal cheque, cashier's cheque or money order or account transfer or any other mode.
12. If payment/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 placed as Margin may be liquidated by the Stock Broker 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 securities shall be borne by the Client, and the Stock Broker 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 Stock Broker.
13. In case of purchase on behalf of Client, the Client authorises the Stock Broker to close out the transaction by selling the securities, in case the client fails to make full payment to the Stock Broker for the execution of the contract within 24 hours of trade or before pay-in-day (as fixed by stock exchange for the concerned settlement period), whichever is earlier, unless the client already has an equivalent credit with the Stock Broker. The loss incurred in this regard, if any, will be met from the margin money of the Client. The Client agrees to make good the shortfall, if any, within two days of being intimated of the shortfall by the Stock Broker.
14. In case of sales on behalf of client, the client authorises the Stock Broker to close out the contract by effecting purchases if the client fails to deliver the securities sold with valid transfer documents within 24 hours of the trade or before delivery day (as fixed by stock exchange authorities for concerned settlement period), whichever is earlier. Loss on transaction, if any, will be deductible from the margin money of the client. The client agrees to make good the shortfall, if any, within two days of being intimated of the shortfall by the Stock Broker.
15. 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 derivatives segments or on account of any other reason to the Stock Broker or to any of the Stock Broker's group or associate companies will be charged delayed payment charges at the rate of 1.5 % per month or such other rate as may be determined by the Stock Broker. The Client hereby authorises the Stock Broker to directly debit the same to the account of the Client at the end of each month. The Client also authorises the Stock Broker to debit charges for depository services to the trading account. The client also agrees that any amount overdue from him/her shall be adjusted by the Stock Broker from dues owed to the client by any group or associate company of the Stock Broker. Conversely, any money owed by any group or associate company of the Stock Broker to the client shall offset against the dues owed by the Stock Broker to the client. The client further authorise the Stock Broker to sell his margin shares/shares of his/her family member in order to recover the amount so due, including penalty from the client/his/her family members, if the Stock Broker so desires.
16. The Stock Broker shall send the trade confirmation to the client in form of contract note, digitally signed contract note or otherwise via mail, e-mail, fax, courier, Registered A.D. oral communication, putting them on web serve or otherwise at the postal address telephone / fax nos. e-mail addresses intimated by the client to the Stock Broker. The Client understand that it is his / her/ its responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the client, if the client does not object in writing to any of the contents within twenty four hours of such intimation/confirmation. In all cases, the Stock Broker reserves the right to

determine the validity of the client's objection to the transaction. The client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the client not intimated to the Stock Broker in writing.

17. The Client above named does hereby directs and authorizes the Stock Broker above named and his / its agents / employees and authorized persons to receive telephonic, verbal, electronic instructions such as email / fax etc. and instructions through agents and to execute the same by placing; orders, order modification requests or order cancellation requests etc. on his behalf on the trading system of National Stock Exchange of India Limited and agrees to indemnify the trading member from consequences thereof and to hold the trading member harmless from any losses or consequences arising out of execution or non execution of orders given through any or all the media enumerated above.
18. The Client agrees that all orders entered in to the trading system of the National Stock Exchange of India Ltd. on his behalf by the trading member and his / its agents / employees and authorized persons shall be binding on him. The Client agrees to indemnify and keep indemnified the trading member and his/its agents / employees and authorized persons from any consequences of such orders placed on his behalf including the losses or any other consequences flowing out of them. The Client agrees that it shall not be open to him to challenge the correctness or otherwise of an order placed or an order not places on his behalf and agrees to be liable for all orders placed on his behalf, and trades resulting therefrom, by the trading member and his/its agents/ employees and authorized person.
19. The Client further undertakes to collect or get collected from the trading Stock Broker and his / its agent / employees and authorized persons the Order placement / modification slip, order cancellation details, trade confirmation slip and contract notes etc. and agrees to indemnify and hold the trading Stock Broker harmless for any delay in such collection and non-collection by him of his Order placement / modification slip, order cancellation details, trade confirmation slips and contract notes etc. from the office of the trading Stock Broker. The client understands that it is his responsibility to review the trade confirmation, receive/view/save the contract notes/ digital contract notes. And that all information contained therein shall be binding upon the Client.
20. The Client further agrees and accepts that transmission of document/records/data and information including but not limited to contract notes (including digital contract notes, and other electronic documents) through ordinary post, UPC, Courier/speed post/registered post/electronic mail i.e. email/electronic mail attachment / download available from website or fax to his last known business and/or residential address &/or e-mail address &/or fax no shall be deemed to have been properly delivered or served even if such communication is returned as unclaimed/refused/ undelivered.
21. The Client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation/contract notes or any other data / information due to any change in the address/ E-mail address etc. not intimated to the trading Stock Broker in writing. The client also understands that he will have to down load the data / information within a week of the trading date and the Stock Broker shall be at liberty to delete old data that is to say data more than a week old from the web server with out any notice.
22. Type of services offered : The Stock Broker agrees to provide, and the Client agrees to avail of, the following services :
  - a. (i) Trading facilities (ii) Clearing facilities (iii) And such other sevices as permitted by SEBI and the Exchanges from time to time.
23. All trades, transactions and contracts are subject to the Rules and Regulations of the respective Exchange(s) on which the trade have been executed and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Jaipur for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange(s).
24. The CLIENT shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, owing to bad delivery of shares / securities and / or as a result of take / forged / stolen shares/securities / transfer documents that are introduced or that may be introduced by or through the CLIENT during the course of its dealing / operations on NSE.

25. 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 will be the sole responsibility of the client.
26. 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 Stock Broker's and Exchange's liabilities.
27. The member and client are aware of the provisions of bye laws, rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agrees to abide by such provisions.
28. 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 Bye-laws, Rules and Regulations of the relevant stock 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.

#### **INTERNET TRADING**

Clauses mentioned above pertaining to above transaction shall be applicable to internet trading deals unless specifically mentioned otherwise.

Whereas the client is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange and have been made available for internet trading through Stock Broker's "Internet Trading Order Routing System".

Whereas Stock Broker proposes to offer the "Internet Trading Order Routing System" service to its client; and the client desires to avail of such "Internet Trading Order Routing System" service for purchasing, selling or otherwise dealing in securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

1. The stock broker acknowledges and permits the Client to access the Account through Internet Services after completing the necessary formalities.
2. The client will be entitled to a username and Password, which would enable him to access the Stock Broker "Internet Trading Order Routing System" for availing such services.
3. The client is aware that the Stock Broker's "Internet Trading Order Routing System" generates the initial password and the Stock Broker is aware of the same. The client agrees and undertakes to immediately change his password upon receipt thereof. The client acknowledges that subsequent passwords are not known or available to the Stock Broker.
4. The client shall be solely responsible for keeping the user name and passwords confidential and fully secured and the client shall be fully responsible for all orders entered and transactions done by any person whatsoever through the Stock Broker's "Internet Trading Order Routing System" using the client's User name and/or password whether or not such person was authorized to do so.
5. The client shall immediately inform the Stock Broker of any unauthorized use of the client's User name and/or passwords with full details of such unauthorized use
6. The client acknowledges that he is fully aware and understands the risks associated with availing the Internet Based Trading facility through the Stock Broker's "Internet Trading Order Routing System" over the internet including the risk of misuse and unauthorized use of his username and/or passwords by any third party. Client also acknowledges that he understands and is aware about the risk of a person hacking into the client's account on the Stock Broker's Internet Trading Order Routing System" or unauthorisedly routing orders on behalf of the client through the Stock Broker's "Internet Trading Order Routing System" The client agrees that he shall be fully liable and responsible for any unauthorized use or misuse of his username and/or password and also for any acts by any person through the stock broker's "Internet Trading Order Routing System" in the client name in any manner whatsoever.
7. The client shall log off from the Stock Broker's "Internet Trading Order Routing System" at any time the client is not accessing / using the service and any liability incurred to the client as a consequence of the client not logging off the service shall be borne by the client.

8. The client shall immediately inform the stock broker in writing with full details in case he discover or suspects unauthorized access through his Username password or account or he notices any notices any discrepancy attributable to unauthorized access or he forgets or misplace his password or he discovers any security flaws in the stock broker's Internet Trading Order Routing System".
9. The stock broker shall not be liable for any loss whatsoever whether notional or actual suffered by the client on account of any misuse of the passwords.
10. Stock Broker shall not be liable for any loss suffered by the clien due to postal delays or non-receipts of Username and passwords dispatched to the client.
11. The client agrees to execute all orders through Stock Broker's "Internet Trading Order Routing System" at around the market price. The client agrees to ensure that there will not be any attempt at price distortion and/or price rigging made through any means.
12. The client hereby authorizes the Stock Broker to square up all his outstanding positions at the discretion of the Stock Broker, which are not marked for delivery 15 minutes before the closing time on the normal market. Any profit/loss arising out of square off shall be at the risk of and borne by the client.
13. If client gives any order from a location outside India, he shall ensure that shall orders are given in compliance with applicable laws of the relevant jurisdiction from which client's orders are given. The client further agrees that he shall sought necessary legal or professional advise in or of the relevant jurisdiction. Client acknowledges that all relevant taxes, duties or any other charges/levies shall be paid by him in the relevant jurisdictional area and client further agrees that he shall indemnify the Stock Broker on demand for any claims, demands, actions, costs and expenses stock broker may suffer or incur in connection with or arising from Client residing or giving of any such order from a place outside India.
14. Client will notify the Stock Broker when a sale order relates to securities, which client does not own i.e. involves short selling
15. Any order communicated to stock broker through the internet service shall be considered to have been sent by the client. Client aggress to notify the stock broker immediately if he does not receive any communication that an order communicated by client through the service has been received or executed; receive a written communication of an order or its execution which is not accurate or which client didi not place.
16. Stock Broker shall have an absolute discretion to accept or reject any order or the execution of any order until there are sufficient cleared funds in the account or there are sufficient securities in the a/c for settlement of the relevant transaction.
17. The stock broker may from time to time impose and vary limits on the orders, which the client can place though the stock broker's "Internet Trading Order Routing System" The client is aware and agree that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of stock broker's risk perception and other rolevant factors and the stock broker may be unable to inform the client of such variations, reductions or impositions in advance. The client agrees that stock broker shall not be liable for or responsible for such variations, reductions or impositions or the client's inability to route any order through stock broker's "Internet Trading Order Routing System" on account of any such variations, reductions or impositions of limits. The client understands and agree that the stock broker may at any time, at its sole discretion, and without prior notice, prohibits or restrict the client's ability to place orders or trades in securities through the stock broker.
18. Client shall enter into all trades through "Internet Trading Order Routing System" on his own account and shall not do any sub broking activity and/or shall not do any activity which may constitute indulging in sub-broking activities. In case client is found to be indulged in any such activity he/she shall be immediately debarred from trading.
19. Client undertakes to indemnify the broker any penalty/charges which might be levied by any regulator i.e. SEBI/Exchange for non-adherence by the client with any rules/regulations/circulars/instructions etc. issued by such regulator.
20. The CLIENT is aware that authenticon Technologies and strict security measures are required for internet trading 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.

21. The client agrees that the member shall not be liable or responsible for non execution of the order of the CLIENT due to any link system failure at the CLIENT/MEMBER/EXCHANGE end.
22. The member shall also send the order/trade confirmation slip through email to the client at his request within time period as specified by the CLIENT from the time of execution of order/trade on the NEAT system, as the case may be The client agrees that the information sent by member by E-mail is deemed to be a valid delivery of such information by the member.
23. The client is aware that the member has provided on the websit a facility for reconfirmation of orders, which are larger than that specified by the member's risk management, by the member and is also aware that the member has the discretion to reject the execution of such orders based on his risk perception.

InWITNESS THEREOF, the parties to the agreement have caused these presents to be executed as of the day and year first above written.

Signed and delivered by

<b>Client Name :</b> <b>Address :</b>  <b>Signature :</b> ✓21
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<b>Witness 1 Name :</b> <b>Address :</b>  <b>Signaure :</b>
--

<b>Stock Broker Official :      Name</b> <b>Address :</b>  <b>Signature :</b>
--

<b>Witness 1 Name :</b> <b>Address :</b>  <b>Signaure :</b>
--

**Place :**

**Date :**

## **COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT AND FUTURES & OPTIONS SEGMENT**

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O Segments of NSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O Segment of the Exchanges. NSE/SEBI does neither sigly or jointly and expressly no impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risk 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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange(s), 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 NSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE, its Clearing Corporation/Clearing House 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 member. 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 security or derivatlve being traded on NSE.

It must be clearly understood by you that your dealing on NSE through a member shall be subject to your fulfilling certain formatities set out by the member, which may inter alia include your filling the know you client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE and its clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE or its Clearing Corporation/Clearing House and in force from time to time.

NSE 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 trading member and/or sub-broker of NSE 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/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

### **1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)**

#### **1.1 Risk of Higher Volatility :**

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

#### **1.2 Risk of Lower Liquidity :**

Liquidity refers to the ability of market participants to buy and/or sell securities/contracts expeditiously at a competitive price and with miniamal 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/contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities/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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.
- 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 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 / contracts. This in turn will hamper better price formation.
- 1.4 Risk-reducing orders :  
Most Exchanges have a facility for investors to place “limit orders”, “stop loss order” etc.” The placing of such orders (e.g., “Stop loss” orders, or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
  - 1.4.1A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in the security.
  - 1.4.2A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
  - 1.4.3A stop loss order is generally placed “away” from the current price at a stock/contract, and such order gets activated if and when the stock/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 stock 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 stock/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 :  
issuers make news announcements that may impact the price of the securities / contracts. These announcements 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 Rumours :  
Rumours about companies 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 rumours.
- 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 order, there may be delays in orders execution and its confirmations.
  - 1.7.2 Under certain market conditions it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on buy side or the sell side, or if trading is halted in a security due to any action on account of unusual

trading activity or stock hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion :

Trading on NSE 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 the control of 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 Futures and Options segment is concerned, place note and get yourself acquainted with the following additional features :

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

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 principal investment amount But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives trading 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 equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

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

B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member 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 the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

##### 2.2 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 Exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

##### 2.3 Risk 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 type of hedging positions in the options markets or other markets, However, even where he writer has assumed a spread or other hedging position, the risk 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 in the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risk and potential rewards of combination transactions under various market circumstances.

**3. GENERAL**

**3.1 Commission and other charges**

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase you loss.

**3.2 Deposited cash and property**

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions. property which has been specifically identifiable as your own will be pro-rated in hte same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws / regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

3.4 The term constituent shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided NSE.

3.5 The term member shall mean and include a trading member a broker or a stock broker who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statment and Annexure-1 containing my rights and obligations.

✓25

**Customer Signature :** ..... **Date :** .....  
 (If Partner, Corporate or other Signatory then attest with company seal.)

**Received Copy of Above documents**

✓26

## ANNEXURE-1

### INVESTORS' RIGHTS AND OBLIGATIONS :

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
  - 1.1.1 Please ensure that you have a documentary proof of you having made deposit of such money or property with the member, stating towards which account such money or property deposited.
  - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE and/BSE and the scheme of the Investors Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof shall be subject to arbitration as per the Rules Byelaws/Regulations of NSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE and /or SEBI :
  - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE and whether they are enabled to trade may be verified from NSE website ([www.nseindia.com](http://www.nseindia.com)).
  - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time as is available with the investor.
  - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time because this may be useful as a proof of your dealing arrangements with the member.
  - 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent in case of disputes with the member.
  - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE without delaying.
  - 1.3.7 Facility of Trade Verification is available on NSE website ([www.nseindia.com](http://www.nseindia.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days, 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 NSE
  - 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE or its Clearing Corporation/ Clearing House, Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
  - 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE its Clearing Corporation/Clearing House, Please follow-up with

the concerned member for its release. In case pay-out is not released as above from the member within working days, ensure that you lodge a complaint immediately with the Investors Grievance Cell of NSE

- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE without delaying.
- 1.3.11 In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of NSE ensure that you lodge a claim with NSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE gives a public notice inviting claims, if any from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE ensure that you lodge a claim with NSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-Laws and the scheme under the Investors Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

**Notes**

1. The term constituent shall mean and include a client, a customer or an investor, who deals with a trading member of NSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.
3. NSE may be substituted with names of the relevant exchanges, wherever applicable.

To,  
Prem Somani Share Brokers Pvt. Ltd.  
5A, Tilak Bhawan, 5th Floor,  
Tilak Marg, C-Scheme,  
Jaipur

**NON-MANDATORY**

Dear Sir,  
Sub. : Standing requests and authorisations

Date .....

This is with reference of my/our trading account with you I/we wish to place following standing instructions for operations of my/our account :

- (1) I/we understand that you require written instructions for receiving/modifying or cancelling orders. However, since it is not practical to give written instruction for every order, I/we hereby authorize you to kindly accept my/our authorised representatives verbal instructions/order over phone and execute the same.
- (2) Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issued the order/trade confirmation slips as generated from the NEAT system, unless otherwise requested by me/us in writing.
- (3) I/We understand that although you wish to transfer securities and funds payout to me within 24 hours of exchange payout, but since I/we deal on continuous basis with you, you are hereby authorised and requested to keep the funds and securities payout with you for margin compliance and future trading obligations. The funds and securities may be given to me only on my specific requests.
- (4) The client authorize the Stock Broker to offset dues owned by the client or any of his family / related members to any group or associate company of the Stock Broker, from the amounts standing to the credit of his/her account with the Stock Broker.
- (5) The Client authorizes the Stock Broker to set off a part or whole of the Margin i.e. by the 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 stock Broker 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), 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.
- (6) The client specifically authorises the Stock Broker to set off the outstanding in the account maintained by the Stock Broker of any member's of the Client's Family, against the money standing to the credit of the account maintained by any other member of his/her Family across any segment of any stock exchange(s) and / or across any exchange(s).
- (7) The client is aware that the Stock Broker is required to issue / securities due to the client within specified period of the payout from the exchange. In order to facilitate operations. the client authorises the Stock Broker to maintain running account both for funds and securities of the client with the Stock Broker, instead of settlement to settlement clearance of dues to the client. Also, the client authorises the Stock Broker to keep the shares, purchased by it as margin for his/her transactions or his/her family members transaction. Further, I/we understand and agree that any credit lying with you will not attract any interest.
- (8) I/we agree and authorise you to debit charges for depository services and any other incidental charges, penalties imposed by Exchange etc. to my/our running account.
- (9) I/we agree that you may refuse to execute any particular transactions without assigning any

reason thereof.

- (10) I hereby request you to please provide me some support in the form of technical analysis (intraday, medium to short term), research reports, both security wise and sector wise, fundamental analysis of stocks for my trading and investment decisions.

Further, I hereby confirm and declare that your providing me any or all such requested assistance, through SMS, E-mails and/or research reports could not be held liable for any loss that may occur, as I understand that trading and investment decisions are subject to market risks. I also understand that your company, directly or indirectly, may hold any market position in the securities covered under your research advices and I am not bound to follow your advices and assistance. Please also note I am responsible for all my trading and investment decisions and under no circumstance any body else (including yourself) can be held liable for any depreciation in my investments)

- (11) You are specifically authorised to send me the electronic Contract Notes (ECN) at my Email ID mentioned in KYC. You are also authorised to create my e-mail ID on your web server for sending such ECN and statement of amounts, if I/we have not provided you in KYC.

I also understand and confirm that the ECN shall be deemed to have been delivered to me by you and you shall not be responsible for any bounced Email.

***I further agree to :***

- ensure availability of my email Id at all times for your needs.
  - Keep you updated for any change in E-mail Id, phone nos. etc.
- (12) I/we agree to abide by client level position limit presented by Stock Exchange and other relevant, and if inadvertently exceeded, to actually reduce and bring it within acceptable limits. I/we further authorize you to debit us for any penalty Imposed on you for our violation towards position limit.
- (13) I/we will be extending all co-operation to Prem Somani Share Broker (PSSB) in their endeavour towards Anti-Money Laundering PSSB may initiate any enquiry against me/us and/or my/our transactions any time without any legal implication whatsoever against them. I/we understand that information about me/us and my/our transaction may be reported by PSSB to FIU/ concerned authorities without any intimation to us and have no objection to the same.
- (14) PSSB can/may pass on me/us any penalty imposed/loss suffered together with incidental expenses due to my/our violating any of the requirements/stipulations of NSE/SEBI or any other regulatory authority.
- **You are requested to follow the above mentioned standing instructions until further written notice.**
  - **I confirm that these instructions and requests have been given voluntarily by me.**

Thanking you

✓30

Yours truly,

**POLICIES AND PROCEDURES:**

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

Stock broker is advising to the clients not to deal in penny securities and if client deals with the penny stocks, 100% margin will be taken from the client and these shares will not be taken to as Margin deposit. The stock broker shall have authority from time to time limit (quantity/ value) or refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies) or 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 order being for securities which are not in the permitted list of the stock broker / exchange(s) / SEBI or does not commensurate with the risk profile of the client as assessed by the broker. Decision of Broker will be binding on the client and will be final.

**2. Setting Up Client's Exposure Limits:**

The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time. The client is aware and agrees that the stock broker may need to vary or reduce or impose new limits urgently on the basis of the stock broker's risk perception, risk profile of the client 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.). 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. Sometimes client's sauda may go to IOC (Immediate or Cancel) instead of normal bidding if broker terminal is on square off mode. The Stock Broker at its sole discretion can give extra exposure or intraday limit to the client, such extra exposure will automatically be squared off by trading mechanism without any further reference to the client appx. 15 minutes before the scheduled closing.

**3. Applicable Brokerage Rate**

**a. For Cash Market Segment:**

The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

**b. For Option contracts:**

Brokerage for option contracts would not exceed Rs.100/- per lot single side or such other rates as provided by the exchanges.

**4. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws)**

Client shall be liable to penalty and other charges on nonpayment of margin money, short selling of securities or units, failure on payment of auction, cheque bounce, non delivery of shares, increase open position or on 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 as per Rules, Regulations, Guidelines and Circulars issued by SEBI and stock exchange time to time and client will be kept informed about the rate of such penalties & fines. Similarly in case of non receipt of full payment of value of delivery purchased, margin imposed (initial + MTM) interest will be charged at 21% p.a. calculated on daily basis on shortfall amount till the date of actual realization of money. All fines/penalties and charges levied upon the Client due to its acts / deeds or transactions will be recovered by the Stock Broker directly from the client's account.

**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 (This shall be limited to the extent of settlement/margin obligation)**

1. If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account.
2. In case of benefit of margin will be given only after realization of instrument..
3. 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) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason before the close of market .
4. 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. Similarly all transactions outstanding under limit by whatsoever name called may be closed out at specified time if not squared off by the client.

5. 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.
6. Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of the securities which form part of the Margin maintained by the Client with the Stock Broker.

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

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

- a. The short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Pay-in/Payout Day. 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 + 5 % extra) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T +3 day or Auction day on Exchange +10%. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits after deducting exchange penalties.

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

#### **7. 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 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.

1. For non-payment or erosion 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.
2. Any order which is executed without the required Margin in the Client's account or the brokers exposure is more than 90% and above so no fresh trade will be taken.
3. The client hereby authorizes the Stock Broker to square up all his outstanding positions at the discretion of the Stock Broker, which are not marked for delivery 15 minutes before the closing time of the normal market or if the client's margin is evaporated by 90% in any of exchanges, Farsight reserves the right to square off positions.
4. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason as prescribed or instructed by SEBI.
5. The stock broker is entitled to disable / freeze the account or trading facility / any other service if, in the opinion of the stock broker, the client has committed a crime, fraud or has acted in contradiction of this agreement or / evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends. Any profit/loss arising out of these transactions shall be at the risk of and borne by the client.

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

Client may instruct the member to close out the account or suspend the trading through client's account for the period as specified in the request in written and duly signed by him.

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.

#### **9. Deregistering a client**

A client is at liberty to deregister himself / itself from the member. For that purpose client will be liable first to settle his account in full. In case of any shortfall or any dues or payment remaining after adjusting the margin account, the client will be liable to make payment of the same. And in case of surplus arising out after netting of account, client shall be entitled to receipt of the same. The member shall also have power to deregister the client after settling his account at its sole discretion.

**Annexure A**

**Information about Directors/Partners/Key Managerial Personnel in case of Company/Firm  
(Separate Annexure A for all Directors / Partners)**

Please affix  
and sign on the  
photograph

Name : .....

Designation : .....

Residential Address : .....

.....

Phone : ..... Fax .....

E-mail .....

Date of Birth : ..... Sex : Male/Female .....

Educational Qualifications : .....

Work Experience (No. of Years.) : .....

Equity Stake : .....

Income Tax No. (PAN/ GIR) : .....

**BANK ACCOUNT PARTICULARS**

Name of the Bank : .....

Branch (Address & Tel. No.) : .....

Account Number : .....

Date of Opening of Account : .....

Copy of any two of the following proofs of identity should be submitted : .....

Passport, Driving License, ration Card, Voters I-Card, Copy of Income-tax Return

Place .....

Signature <sup>✓33</sup> .....

Date .....

Name .....

**DECLARATION TO BE GIVEN BY GUARDIAN FOR MINOR ACCOUNT**

To,  
Prem Somani Share Brokers Pvt. Ltd.  
5A, Tilak Bhawan, 5th Floor,  
Tilak Marg, C-Scheme,  
Jaipur

Date .....

Sub : Client Code No. : .....

Dear Sir,

This is with reference to the above account opened in the name of Master/Ms. .... (Name of the minor) with you for the purpose of dealing in securities on National Stock Exchange of India Ltd.

With reference to the said aforementioned trading account, you are requested to kindly accept/ issue/receipt of funds/securities from and make payment of funds/transfer of securities to the account of my son/daughter, master/Ms./Securities from and make payment of funds/transfer of securities to the account of my son/daughter, Master / Ms. .... as per the details given below for al dealings in the said trading account :

<b>BANK DETAILS :</b>	<b>DP DETAILS :</b>
Bank Account No.	Client ID No.
Bank Name	DP ID No.
Branch	DP Name
MICR No. (9 Digit)	

I being guarding of above named minor shall be responsible for all transctions done in minor's account and am fully aware of the risks involved in capital market investments.

Thanking you,  
Your's faithfully

✓<sub>34</sub>

**Signature of the Parent / Guardian**

To,

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**Sub : Disclosure of Proprietary Trading**

Dear Sir/Madam

In pursuance of the SEBI Circular No. SEBI/RD/SI/Cir-42/2003 dated November 19, 2003, NSE Circular No. NSE/INVG/PRE/2003/16 dated November 25, 2003 and BSE notice No. 20031125-7 dated 25 November 2003 with a view to increase transparency in the dealings between us as trading member and you as a Client we do hereby disclose that we, apart from trading on account of our clients also undertake trading on our proprietary account.

You are requested to please take a note of the same.

Yours Truly,  
For Prem Somani Share Brokers Pvt. Ltd.

Authorised Signatory  
I confirm my acceptance

✓<sub>35</sub>  
**Signature of the Client**

**DECLARATION OF JOINT FAMILY (HUF)**

To,  
 Prem Somani Share Brokers Pvt. Ltd.  
 5A, Tilak Bhawan, 5th Floor,  
 Tilak Marg, C-Scheme,  
 Jaipur

Client Code No. : .....

(1) Whereas the Hindu Undivided Family of .....  
 (hereinafter referred to as the said joint family) carrying on business in the firm name and style  
 of ..... at ..... or  
 elsewhere (hereinafter referred to as the said H.U.F. firm), have or desire to have share Trading  
 A/c. with M/s. Prem Somani Share Brokers Pvt. Ltd. (hereinafter referred to as 'Member') we,  
 the undersigned, hereby declare

- (a) that we are the present adult co-parceners of the said joint family;
- (b) that Sh. .... is the present karta or Manager of the said Joint family.
- (c) that we are entitled to trade in shares and open Share Trading Account of the said Joint Family.
- (d) that each one of us has full and unrestricted authority to act on behalf of, and bind, the said H.U.F. firm and all the present as well as future members, both adults and minors, of the said joint family, howsoever constituted from time to time.

S. No.	Name of Member of HUF	Date of Birth
1		
2		
3		
4		
5		
6		
7		
8		

(2) We confirm that the affairs of the said joint family and the business of the said H.U.F. firm are carried on mainly by the Karta/Manager, the said Sh. .... on behalf and in the interest and for the benefit of all the co-parceners of the said joint family. We hereby authorize Karta/Manager Sh. .... on behalf of the HUF to deal on Capital market segment (CM), Futures and Options segment (F&O), or any other segment that may be introduced by National Stock Exchange of India Ltd. (NSE) in future and the said Trading Member is hereby authorized to honor all instructions - oral or written, given by him on behalf of the H.U.F.

The Karta is authorized to sale, purchase, transfer, endorse, negotiate documents and/or otherwise deal through M/s. Prem Somani Share Brokers Pvt. Ltd. on behalf of the HUF, He is also authorized to sign, executer and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are however jointly and severally responsible for all liabilities of the said H.U.F. firm to the Member and agree and confirm that any claim due to the Member from the said H.U.F. Firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.

(3) We undertake to advise the Member in writing of any change that may occur in the Kartaship/ Managership or in the constitution of the said joint family or to the said H.U.F. firm and until

receipt of such notice by the member the Member will be entitled to regard each of us as a member of the said joint family and as a partner of the said H.U.F. firm and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said H.U.F. firm, before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said H.U.F. firm and on our respective estates. We shall however, continue to be liable jointly and severally to the member for all dues and obligations shall have been liquidated and discharged.

- (4) We recognize that a beneficiary account can be opened with Depository only in the name of karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. .... with Depository ..... DP ID ..... opened in name of Sh. .... who is the Karta/Manager of this H.U.F.
- (5) We agree that obligations for share purchase and / or sale by H.U.F. will be handled and completed through transfer to / from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the H.U.F.
- (6) The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind the said H.U.F. firm.

Name of the Minor	Guardian/Father's Name	Date of Birth of Minor

- (7) We have received and read a copy of the Member's and regulations for the conduct of Share Trading Accounts and we agree to comply with and be bound by the said rules now in force or any charges that may be made therein from time to time.

Thanking you,

✓<sub>37</sub>

Yours truly

PREM SOMANI SHARE BROKERS PVT. LTD.

FOR OFFICE USE ONLY

Account Code	
Group	
Family Name and Code	
Introducer	
Relationship Manager/Dealer	

**BROKERAGE SLABS**

**CASH SEGMENT**

Brokerage Slab	Slab %	Minimum Paise
Delivery Based		
Squaring Up		

**DERIVATIVES SEGMENT**

Brokerage Slab	Slab %	Minimum Paise
Normal		
Squaring Up		

✓38

**RECOMMENDED BY**

Relationship Manager Name	
Signature	
Date	

**APPROVED BY**

Branch/Head Name	
Signature	
Date	

**Digital Communication (Voluntary Document)**

Dated.....

This in reference/continuation to the various agreements entered for trading in cash and derivatives segment of NSE between **M/s. Prem Somani Share Brokers Pvt. Ltd.**, a company incorporate under the companies Act, 1956 and having its registered office at Prem Somani Share Brokers Pvt.Ltd. 5A, Tilak Bahwan, Tilak Marg, C-Scheme, Jaipur.302005. (herein after referred PREM SOMANI) of the one part AND The Client

Mr./Mrs./M/s. \_\_\_\_\_ an individual/firm/company having his/its residence/office at \_\_\_\_\_

hereinafter referred to as Constituent') and registered to PREM SOMANI for Capital Market and F & O Segment and is the second part:

Now, therefore, in consideration of the mutual undertaking as set forth in this agreement, the parties thereto have agreed mutually to the following terms and condition.

**MEMBER CONSTITUENT COMMUNICATIONS : Digitally Signed Documents:**

With regulatory authorities allowing the usage of digitally signed contract notes, bills, account ledgers, circulars and any other document. the constituent specifically authorizes the trading member to make available these digitally document by e-mail. The constituent further confirms that he/she does not need any physical contract note, bills, account ledger, circulars and any other document as PREM SOMANI (the trading member) is already making available these documents in a digitally format to him/her /it by e-mail following clauses shall govern the use of digitally signed document sent by PREM SOMANI (the trading member).

- 1. For the purpose of digitally signed contract notes by e-mail. The e-mail id specified by the constituent in the application form sent by and any later communication would be used: The present e-mail is:

\_\_\_\_\_

✓39

- 2. It shall be the duty of the constituent to check his /her e-mail account and view the contract note and other document sent to the constituent.
- 3. the constituent shall intimate the member in case of non receipt of documents by e-mail within 24 hours.
- 4. The constituent shall be required to intimate immediately to the member in case of any change of e-mail address in writing.
- 5. Non delivery of the documents containing e-mail due to the problems related to network and internet and due to any problems in the e-mail receiving at the and of constituent shall not be the responsibility of the member.
- 6. Non receipt of bounced mail notification by the member shall amount to delivery of contract not at \_\_\_\_\_ the e-mail id of the constituent.
- 7. Client has right to terminate this document after intimating to the trading member in writing only and having duly signed receipt of the trading member.

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

**Constituent's Signature**

Signature of Trading Member  
**For Prem Somani Share Brokers Pvt.**

Ltd.

✓40

Name: .....

**(Nawneet Somani)  
Managing Director**

Code No.....

To,

Dated : .....

PREM SOMANI SHARE BROKER PVT. LTD.

(Mem. NSE)

5 A Tilak Bhawan, 5th Floor, Tilak Marg,  
C-Scheme, Jaipur - 302 005

**Ref. : Receipts of copy of documents executed under UCC- .....**

Dear Sir,

I acknowledge the receipt of photocopies of all executed documents such as client agreement risk disclosure document, KYC, non mandatory letter etc. executed by us as below :-

1. Client Registration account opening form.
2. Member Client Agreement.
3. Combined Risk Disclosure.
4. Investors Rights and Obligations.
5. Policies and Procedures as per SEBI.
6. Other if any .....

**Non-Mandatory**

1. Attached other Clauses with Client member agreement.
2. Standing requests and authorizations.
3. Digital Communication (Voluntary Document).
4. Other if any .....

Thanks

Your Faithfully

✓41

Signature :

Name :

## Services Available at Prem Somani

### Trading

- Internet Trading NSE (Cash & FO)

### Distribution

- IPO
- Mutual Funds

### Web-Based Services through

www.premsomani.com

- Internet Trading

### Client Services :

- Back Office reports
- Information about Current IPO and Forthcoming IPO

### Extra Service

- Same day Payout of Securities transfer
- Same day Corporate Benefits to Clients e.g. Dividend, Bonus etc.
- Instant Cheque credit to clients
- Same Day delivery of Digital Contract Notes
- Delivery of Financial Statement on monthly quarterly and half yearly basis.

### Online Back Office

- Client accounts/reports on Internet through  
www.premsomani.com

### Leveraging

- F&O Margin against Approved Securities

**Prem Somani Share Broker Pvt. Ltd. Member NSE : (CM : INB230934839 & F&O : INF230934839)**

## PREM SOMANI SHARE BROKERS PVT. LTD.

**REGISTERED & CORPORATE OFFICE : 5A, Tilak Bhawan, 5th Floor, Tilak Marg,  
C-Scheme, Jaipur - 302 005**

Phone : 0141-5115886/87

Fax : 0141-5115891

E-mail : info@premsomani.com

### OUR NETWORK

**JAIPUR :-**Amber Tower, S.C. Road, Vidyadhar Nagar, JSE Building, Sanganeri Gate, Vaibhav Complex, M.I. Road, Shastri Nagar, Kishanpole Bazar, Chaura Rasta, Malviya Nagar, C-Scheme, Jaipur (Rajasthan)  
**SRI GANGANAGAR, HISSAR, BHILWARA, JHUNJHUNU, BIKANER**

**www.premsomani.com**

**Telephone No. :-** Accounts Deptt. : 0141 - 5115016 (Shyam Lal Sharma)  
Computers Deptt. : 0141 - 5115891 (Rajesh Gupta)  
Trading Deptt. : 0141 - 2221821, 5115886 / 87