

# **VISUAL SECURITIES PVT. LTD.**

**Client Code**  
(for Office use only)

:

**Client Name**

:

## **CLIENT AGREEMENT FORM CAPITAL/FUTURE& OPTION/ CURRENCY**

**MEMBER OF NATIONAL STOCK EXCHANGE OF INDIA LTD (CODE: 12415)**  
**MEMBER OF BOMBAY STOCK EXCHANGE (CODE: 5158)**  
**CIN : U67120WB2005PTC103343**

### **SEBI REGISTRATION NOS.**

<b>NSE Capital Market</b>	<b>: INB231241531</b>
<b>NSE Future &amp; Option</b>	<b>: INF231241531</b>
<b>NSE Currency</b>	<b>: INE231241531</b>
<b>BSE Capital Market</b>	<b>: INZ010009231</b>



**Registered & Corporate Office :**  
**16, India Exchange Place,**  
**1<sup>st</sup> Floor. Room No. 7 & 8, 15 & 16 Kolkata-700 001**  
**☎ : 91-33-2230-8180 / 2231-8858/4062-8352 ✂ Fax: 91-33-22318859**  
**E.MAIL : visualsecurities@gmail.com**

## **ACCOUNT OPENING KIT**

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Name of stock broker/trading member/clearing member: **VISUAL SECURITIES PVT.LTD.**

SEBI Registration No. and date: **INB 231241531 Dt: 21/10/2005; INF231241531 Dt: 09/12/2005 ; INE231241531 Dt: 17/05/2013 ; INZ010009231 Dt: 24/06/2014**

Registered & Correspondence office address: **16, India Exchange Place, 1<sup>st</sup> Floor, Room no – 7 & 8, Kolkata – 700001**

Phone No.: **2230-8180/2231-8858 / 4062-8352**; Fax No.: **2231-8859**

Compliance officer name, phone no. & email id: **Mr. Anup Jhunhunwala, 9831042381, [ajjw123@gmail.com](mailto:ajjw123@gmail.com)**

CEO name, phone no. & email id: **Mr. Anup Jhunhunwala, 9831042381, [ajjw123@gmail.com](mailto:ajjw123@gmail.com)**

For any grievance / dispute please contact **VISUAL SECURITIES PVT.LTD** at the above address or email id: **[visual\\_securities@yahoo.co.in](mailto:visual_securities@yahoo.co.in)** and phone no. **2230-8180**.

In case not satisfied with the response, please contacts the concerned exchange at

**[www.nseindia.com](http://www.nseindia.com)** and Phone no. **(033) 40400400**

**[www.bseindia.com](http://www.bseindia.com)** and Phone no. **(033) 22821376**

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

*For Individuals*

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS.

### A. IDENTITY DETAILS

1. Name of the Applicant: \_\_\_\_\_
2. Father's/ Spouse Name: \_\_\_\_\_
3. a. Gender: Male/ Female      b. Marital status: Single/ Married      c. Date of birth: \_\_\_\_\_ (dd/mm/yyyy)
4. a. Nationality: \_\_\_\_\_      b. Status: Resident Individual/ Non Resident/ Foreign National
5. a. PAN: \_\_\_\_\_      b. Unique Identification Number (UID)/ Aadhaar, if any: \_\_\_\_\_
6. Specify the proof of Identity submitted: \_\_\_\_\_

### B. ADDRESS DETAILS

1. Address for correspondence: \_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email id: \_\_\_\_\_
3. Specify the proof of address submitted for correspondence address: \_\_\_\_\_
4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_  
City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
5. Specify the proof of address submitted for permanent address: \_\_\_\_\_

### C. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / >25 Lacs      or  
Net-worth as on (date)..... (-----) (Net worth should not be older than 1 year)
2. Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others \_\_\_\_\_
3. Please tick, if applicable: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
4. Any other information: \_\_\_\_\_

### DECLARATION

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

Signature of the Applicant

Date: \_\_\_\_\_ (dd/mm/yyyy)

### FOR OFFICE USE ONLY

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

(.....)

Signature of the Authorised Signatory

Date .....

Seal/Stamp of the intermediary

## KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Non-Individuals

PHOTOGRAPH

Please affix the recent passport size photographs and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS.

### A. IDENTITY DETAILS

1. Name of the Applicant: \_\_\_\_\_
2. Date of incorporation: \_\_\_\_\_ (dd/mm/yyyy) & Place of incorporation: \_\_\_\_\_
3. Date of commencement of business: \_\_\_\_\_ (dd/mm/yyyy)
4. a. PAN: \_\_\_\_\_ b. Registration No. (e.g. CIN): \_\_\_\_\_
5. Status (please tick any one):  
Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify) \_\_\_\_\_

### B. ADDRESS DETAILS

1. Address for correspondence: \_\_\_\_\_  
\_\_\_\_\_ City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email id: \_\_\_\_\_
3. Specify the proof of address submitted for correspondence address: \_\_\_\_\_
4. Registered Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_ City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_
5. Specify the proof of address submitted for registered address: \_\_\_\_\_

### C. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / 25 Lacs-1 crore / > 1 crore
2. Net-worth as on (date) ..... (dd/mm/yyyy): \_\_\_\_\_ (\*Net worth should not be older than 1 year)
3. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: \_\_\_\_\_
4. DIN/UID of Promoters/Partners/Karta and whole time directors: \_\_\_\_\_
5. Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
6. Any other information: \_\_\_\_\_

### DECLARATION

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

Name & Signature of the Authorised Signatory

Date: \_\_\_\_\_ (dd/mm/yyyy)

### FOR OFFICE USE ONLY

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

(.....)  
Signature of the Authorised Signatory  
Date .....

Seal/Stamp of the intermediary

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### **A. IMPORTANT POINTS:**

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

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

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

### **C. Proof of Address (POA): - List of documents admissible as Proof of Address:**

*(\*Documents having an expiry date should be valid on the date of submission.)*

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.

3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary Public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

#### **D. Exemptions/clarifications to PAN**

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

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

#### **E. List of people authorized to attest the documents:**

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

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

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

## **TRADING ACCOUNT RELATED DETAILS**

*For Individuals & Non-individuals*

### **A. BANK ACCOUNT(S) DETAILS**

Bank Name	Branch address	Bank account no.	Account Type: Saving/Current/ Others-In case of NRI/NRE/NRO	MICR Number	IFSC code

### **B. DEPOSITORY ACCOUNT(S) DETAILS**

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

### **C. TRADING PREFERENCES**

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

CASH SEGMENT		FUTURES & OPTIONS		NSESLB	NSECDS
NSE	BSE	NSE	BSE		

If you do not wish to trade in any of the segments / mutual fund, please mention here \_\_\_\_\_  
(If in future the Client wishes to trade on any new segment / exchange, a separate authorization letter should be submitted by the client to ESPL)

### **D. PAST ACTIONS**

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

### **E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

- If client is dealing through the sub-broker, provide the following details:  
Sub-broker's Name: ..... SEBI Registration number: .....  
Registered office address: ..... Ph: ..... Fax: ..... Website: .....
- Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)  
Name of stock broker:.....Name of Sub-Broker, if any:.....  
Client Code: .....Exchange: .....  
Details of disputes/dues pending from/to such stock broker/sub- broker: .....

### **F. ADDITIONAL DETAILS**

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): .....  
Specify your Email id, if applicable: .....
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): .....
- Number of years of Investment/Trading Experience: .....
- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others: .....
- Any other information: .....



Name of the Introducer: .....  
 (Surname) (Name) (Middle Name)  
 Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please specify.....  
 Address and phone no. of the Introducer: ..... Signature of the Introducer: .....

**I/We wish to nominate** **I/We do not wish to nominate**  
 Name of the Nominee: ..... Relationship with the Nominee: .....  
 PAN of Nominee: ..... Date of Birth of Nominee: .....  
 Address and phone no. of the Nominee: .....

Name of guardian: ..... Address and phone no. of Guardian: .....  
Signature of guardian .....

Name \_\_\_\_\_ Name \_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

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

(-----)

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

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client: -----

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

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

.....  
**Signature of the Authorised Signatory**

Date .....

**Seal/Stamp of the stock broker**

**INSTRUCTIONS/ CHECK LIST**

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

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
  - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
  - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.



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

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

### **CLIENT INFORMATION**

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

### **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

#### **TRANSACTIONS AND SETTLEMENTS**

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

#### **BROKERAGE**

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

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

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

entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

## **LAW AND JURISDICTION**

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



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

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





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

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

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

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

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

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

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

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

### **1. BASIC RISKS:**

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

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

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

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

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

## **1.3 Risk of Wider Spreads:**

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

## **1.4 Risk-reducing orders:**

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

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

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

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

## **1.5 Risk of News Announcements:**

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

## **1.6 Risk of Rumors:**

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

## **1.7 System Risk:**

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

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

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

### **1.8 System/Network Congestion:**

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

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

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

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

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

### **2.2 Currency specific risks:**

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

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

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

### **2.3 Risk of Option holders:**

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

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

### **2.4 Risks of Option Writers:**

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

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

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

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

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

## **4. GENERAL**

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

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



**DISCLOSURE INFORMATION (FOR VISUAL SECURITIES PVT LTD)**

To,  
All Clients

**Sub: Disclosure of Proprietary Trading**

Dear Sir/ Madam,

We do hereby disclose that apart from client based trading, we also do proprietary based (self account) in All SEGMENTS ALL EXCHANGES in which we are members.

Thanks and best regards,

For **VISUAL SECURITIES PVT.LTD**

**Anup Jhunhunwala** – Director

I acknowledge the receipt of information given above by VISUAL SECURITIES PVT LTD. that they do client based trading and Pro- Account trading.



Client Name:

Trading Client Code:

Date:

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

### BEFORE YOU BEGIN TO TRADE

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

### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such

settlement in the cash market.

- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

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

#### **DISPUTES/ COMPLAINTS**

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



### **Policies & Procedure**

The company has adopted the following Policies & Procedures for trading on behalf of its clients. All clients are requested to read the following mandatory policies followed by the Company:

#### **a. Refusal of orders for penny / illiquid stock**

Penny stocks are those stocks appearing in the list of illiquid securities issued by Exchanges from time to time.

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

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

#### **b. Setting up client's exposure limits**

The stockbroker may from time to time impose and vary limits on the orders that the client can place through the stockbroker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/ limits (such as broker level / market level limits in security specific/volume specific exposures etc.) and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at anytime, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/ exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

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

#### **c. Applicable brokerage rate**

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

(a) For Capital 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 Derivatives segment:

i. For Option Contracts : Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract.

It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs 1007- (per lot) whichever is higher.

ii) For F&O Contracts : The maximum brokerage chargeable by a trading Member in relation to trades effected in the contracts admitted to dealing on F&O segment of NSE is fixed at 2.5% of the contract value exclusive of statutory levies.



#### **d. Imposition of penalty/delayed payment charges**

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

In case where the stock broker has to pay any fine or bear any punishment from any authority in connection with /as a consequence of /in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

The Company follows a policy of making payment within next working day from the date it becomes due. Clients maintaining running account with the brokers are required to make a written application for payment at the head office/regd. office. For such clients payment due date shall be next working day from receipt of such letter. Similarly for margin release the clients have to make written application at Head Office / Regd. (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

#### **e. 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**

i) The right to sell client's securities without giving notice to the client on account of non payment of client's dues.

Notwithstanding anything contained anywhere in this agreement or elsewhere the share broker is entitled to but not obliged to sell client's share without further notice due to non payment of dues by the client, and/or if the client has failed to meet his obligations and such obligations includes but not limited to non payment by client within the date of settlement.

The client is aware and agrees that such sale of shares of client by the share broker may lead to losses by the client and that such loss shall entirely and exclusively be borne by the client and the share broker shall not be held responsible for such losses.

The client is also aware and agrees that the share broker is entitled to sell his shares on the next working day or any day thereafter from the date of settlement and the share broker also has discretion to decide time of such sell on the next working day or any day thereafter, as the case may be. The client also agrees not to question the time of such sale.

The client is also aware and agrees that sell of securities shall be at the market rate.

The client & stock broker agree that such sell of client securities shall be limited to the extent of settlement/margin obligation.

ii) The right to close client's position without giving notice to the client on account of non payment of client's dues.

Notwithstanding anything contained anywhere in this agreement or elsewhere the share broker is entitled to but not obliged to close existing position of the client without giving prior notice on account of non-payment.

The client is aware and agrees that such closer of existing open position by stock broker may lead to losses by the client and that such losses shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such losses.

The client is also aware and agrees that time for close of existing open position by stock broker shall be thirty minutes before schedule close of trading on MTM percentage reading or crossing 75% of margin available.

The client is also aware and agrees that closer of existing open position by stock broker shall be at market rate.

The client and stock broker agree that such close of existing position shall be limited to the extent of settlement/margin obligation.

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

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

i) The short delivering client is debited by an amount equivalent to closing rate of the trading day immediately preceding the settlement date plus 20%. The securities delivered short are purchased from market on the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.

ii) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on Auction day on Exchange +10%. However, 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.

iii) 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 (a) 10% above the official closing price on the auction day or (b) the highest traded price from first trading day of the settlement till the auction day- which ever is higher.

**g. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

1) Condition under which the client may not be allowed to take further position :

Notwithstanding anything contained anywhere in this agreement or elsewhere the share broker may not allow the client to take further position where it seems to stock broker's risk management that such further position by client is undesirable and/or may lead to a risk to stock broker and/or other circumstances considered relevant by the stock broker including but not limited to :

- i) Client being in default
- ii) Client not having adequate margin in his account as per brokers norms.
- iii) Client failing in keeping adequate margin in past
- iv) Client failing in keeping margin in desired form
- v) Client profile does not justify such further position

The client is aware and agrees that such refusal by stock broker may lead to opportunity loss by the client and that such opportunity loss or any other loss that may be incurred due to such refusal by the stock broker shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such refusal.

Furthermore, the stock broker is entitled to disable/freeze trading facility of the client (and also his account), if the client has committed a crime/fraud or has acted in contradiction of this agreement or is likely evade/violate any law, rules, regulation directions of a lawful authorities including but not limited to that of SEBI, Exchange, Depository or if the stock broker so apprehends that the further trade may lead to such evasion/violation of any law, rules, regulation, directions of a lawful authorities.

2) Condition under which share broker may close existing position of a client:

Notwithstanding any thing contained any where in this agreement or elsewhere the stock broker is entitled to but not obliged to close existing position of the client if the client has failed to meet his obligations and such obligations include but not limited to:

- i) non payment by client
- ii) client not having adequate margin in his account as per brokers norms.
- iii) client's Mark to Market (MTM) percentage reaches or crosses 75% of margin available.
- iv) client failing in keeping margin in desired form

The client is aware and agrees that such closer of existing open position by stock broker may lead to losses by the client and that such loss shall entirely and exclusively be borne by the client and the stock broker shall not be held responsible for such losses.

The client is also aware and agrees that time for close of existing open position by stock broker shall be thirty minutes before schedule close of trading or MTM percentage reaching or crossing 75% of margin available.

The client is also aware and agrees that closer of existing open position by share broker shall be at market rate.

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

(i) The client may request the stock broker to temporarily suspend his account and stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.

(ii) The stock broker can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or /and regulatory order/action requiring client suspension.

**i. De-registering a client**

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

- (i) If the action of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the Client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;

(iv) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

(v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

(vi) If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;

(vii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

(viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;

(ix) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;

(x) If the Client suffers any adverse material change in his / her/its financial position or defaults in any other agreement with the Stock broker;

(xi) If the Client is in breach of any term, condition or covenant of this Agreement;

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement, all transactions made under/ pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place as mentioned in the client agreement executed between stock broker and the client.

#### **Client Acceptance Policies and Procedures stated hereinabove:**

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

#### **Inactive accounts**

Clients who have not traded for 6 months would be considered as "Inactive" and their account will remain deactivated till the reactivation letter is submitted by the client with the copy of bank statements for the last 6 months for activation of Derivative/ FO segment.

At the time of deactivation of Inactive accounts any credit balance will be cleared and securities held in margin account will be transferred to the client's demat account.



<b>BROKERAGE AGREED</b>
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<b>Capital Segment :</b>	%	Minimum	%	Minimum
<b>Non Delivery Transaction</b> : 1st side second side, same day				
<b>Delivery</b>	:	Normal	Trade from Trade	Auction
NSE Transaction charges @ per one Crore, Stamp duty as applicable (Rs. Per Crore for non delivery transaction and Rs. Per Crore for delivery transaction.				
Service tax will be extra.				

<b>Derivative Segment :</b>	%	Minimum	%	Minimum
<b>Future</b> : 1st side second side, same day				
<b>Option (Premium)</b> : 1st side second side, same day				
Transaction charges, Clearing charges, Stamp duty and Service tax as applicable will be extra.				

<b>Currency Derivative Segment :</b>	%	Minimum	%	Minimum
<b>Future</b> : 1st side second side, same day				
<b>Option (Premium)</b> : 1st side second side, same day				
Transaction charges, Clearing charges, Stamp duty and Service tax as applicable will be extra.				

**Agreed**

Client's Signature ☒

Signature of Authorised Person \_\_\_\_\_

**IMPORTANT**

- There is a facility on the NSE web site of verification of traders by giving trade and other reference. NSE site is <http://nseindia.com>.
- If you find any discrepancy in the contract notes or ledger accounts, please advice in writing to our office and take acknowledgement. In case the problem is not solved within 7 days, please write to our head office in Kolkata, addressed to Mr. Ritesh J. Gandhi, Compliance Officer.



## Authority letter for running account of funds and securities

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

To  
**Visual Securities Pvt. Ltd.**  
16, India Exchange Place  
1st Floor, Room No. 7 & 8  
Kolkata - 700 001

Dear Sir,

1. With reference to my/our trading account with you, I/We request you to maintain a running account for funds and securities on my/our behalf without setting the account on settlement of each transaction. I/we further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled within one working day of request, if the same is lying with Visual Securities Pvt. Ltd. & within 3 working days from the request if the same is lying with clearing member/clearing corporation.
2. We understand and agree that no interest will be payable to me/us on the amounts or securities so retained with you.
3. I/we may be trading in derivatives segment of NSE and hence may have various accounts with you. In this regard, I/we hereby authorize Visual Securities Pvt. Ltd. to act its discretion of adjusting any credit balance under my/our various accounts against the debit in any account across segments, without taking any further instruction from me/us.
4. I/we also confirm that the securities lying in my withhold a/c should be considered as margin deposit / collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us, against any of my/our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
6. I/we hereby authorize you to pledge my/our securities deposited as margin or withheld by you as, permitted in the running account and to deposit my/our funds deposited as margin to Exchanges/Clearing Corporations towards margin.
7. I/We may revoke the authorization at any time by giving a written notice.
8. I/We also agree that the actual settlement of fund and securities shall be done by us ,at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Visual Securities Pvt. Ltd.
9. Such Periodic settlement of running account may not be necessary:
  - For clients availing margin trading facility as per SEBI Circular.
  - For funds received from the clients towards collaterals/margin in from of bank guarantee (BG)/Fixed Deposit receipts (FDR)
10. I/We shall bring any dispute arising from the statement of account or settlement so made to the notice of Visual Securities Pvt. Ltd. within 7 working days from the date of receipt of settlement.
11. I/We agree that there shall be no inter-client adjustment for the purpose of settlement of the 'running account'.
12. For the clients having outstanding obligations on the settlement date, the stock broker may retain the requisite securities /funds towards such obligations and may also retain the fund expected to be required to meet margin obligations for next 5 trading days or as permitted by the exchange from time to time, calculated in the manner specified by the exchange.



It is agreed that

- In respect of derivatives market transactions, the Trading Member may retain the requisite securities / funds on settlement date to take care of any margin obligation arising in next 5 days, calculated in the manner specified by the Exchange
- In respect of cash market transactions, the Trading Member may retain entire pay-in obligation of funds & securities due from me / us as on the date of settlement and for next day's business, the Trading Member may retain funds / securities / margin to the extent of value of transactions executed on the day of such settlement.

**Preference of client for settlement of Running Account**

Settlement Preference	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
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Thanking You,

Yours faithfully,

(Signature of the client)



Voluntary information provided by the client in relation to the Prevention of Money Laundering Act, 2002

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

If Business / Profession : Nature of business : \_\_\_\_\_

Industry : \_\_\_\_\_

Details of my / our Relatives, having account with VISUAL SECURITIES PVT. LTD. :

Name	Relationship	UCC (Client Code)
1.		
2.		
3.		
4.		

Details of the Corporate / Partnership Firm / Trust etc. where I/We am/are affiliated :

Name	Entity Type	Nature of Business	Relationship	UCC (Client Code)
1.				
2.				
3.				
4.				

I / we hereby submit and agree to submit every year following documents to VISUAL SECURITIES PVT. LTD., before the due date as prescribed by VISUAL SECURITIES PVT. LTD. :

1. Profit and Loss Account & Capital Account
2. Balance Sheet
3. Self attested copy of Income Tax Return (If return not available, I / we will furnish Form 16)
4. Copy of Form 16 in case of Salary Income
5. Any other document providing financial details of the client

I / we confirm that I / we will immediately inform VISUAL SECURITIES PVT. LTD. in case I / we am / are convicted under any grounds or any action is taken against me/us by any authority(ies).

I / we intend to invest in the stock market with : ☐ Own Funds ☐ Borrowed Funds  
(If Borrowed Funds, then please specify below Sources of funds :)

Sources of Borrowed Funds (if any)	Amount (Rs.)

(Certificated / Opinion Report from the Banker / Financial Institution confirming that there has been no default in the client's account is to be attached, which I / we agree to attach herewith.)

I / we hereby declare that I / we am/are beneficial owner of the Trading / On-line account opened with VISUAL SECURITIES PVT. LTD., and that I / we am / are investing my / our own funds with VISUAL SECURITIES PVT. LTD.

✓ \_\_\_\_\_  
Client Signature Client's Name

For Office use only :

Risk categorisation of client as per PMLA, 2002 : ☐ High Risk ☐ Medium Risk ☐ Low Risk

Verified by : \_\_\_\_\_

Authorised & Approved by : \_\_\_\_\_

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE**  
(To be obtained on pre-printed letterhead, of the company)

Certified true copy of the resolution passed in the meeting of the board of directors of M/s \_\_\_\_\_ and having its registered office at \_\_\_\_\_

\_\_\_\_\_ held on \_\_\_\_\_ day \_\_\_\_\_ of 200 \_\_\_\_ at \_\_\_\_\_.

Resolved that the company do agree to open an account with M/s. VISUAL SECURITIES (P) LTD. Member of the National Stock Exchange of India Ltd. (NSE). For the purpose of dealing on Capital Market segment/Futures and Options segment, and the said Trading Member be and is hereby authorized to honour instructions, verbal or written, given on behalf of the company by any of the under noted authorized Signatories.

Sr. No.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through M/s. VISUAL SECURITIES (P) LTD on behalf of the company.

Resolved further that Mr. \_\_\_\_\_ and/or Mr. \_\_\_\_\_ Directors and/or Mr. \_\_\_\_\_

Authorised Signatory of the company be and is hereby authorized to sign, execute 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 resolution.

Resolved further that the common seal of the company be affixed, wherever necessary in the presence of any Directors or of any one Director and company secretary, who shall sign the same in token of the presence.

For \_\_\_\_\_ Ltd.

(Chairman / Company Secretary)

Specimen Signature of the Authorised persons



## **ISSUE OF CONTRACT NOTES AND OTHER DOCUMENTS IN ELECTRONIC FORM**

To

Date :

VISUAL SECURITIES PVT.LTD.

16 India Exchange Place

1<sup>ST</sup> Floor, Room no- 7, 8, 15, 16

Kolkata - 700 001

Dear Sir,

This is with reference to my registration for trading in the Cash, F&O and /or Currency Derivatives segment of NSE and / or BSE and the facility offered to receive the Contract Notes and other documents in electronic form.

I/We hereby confirm and certify that I/we am/are fully aware of the provisions of the Information Technology Act, 2000 and the rules & regulations as framed by NSE & SEBI in this regard.

In this connection, I/We give our consent and authorize you to send the digitally signed Contract Notes / Statement of Funds/ Statement of Securities / Ledger / /Margin Statements/ Confirmations / any other documents and correspondence to my/our email id as given hereunder :

Primary Id :
Additional / Optional Id :

I/We agree that digitally signed Contract Notes (ECN) / Statements / Documents / correspondence sent to my/our email id as above shall be binding upon me/us and shall be deemed to have been given as if in the paper form.

I/We agree it will be my / our responsibility that my / our email account is active and mail box is not full.

I/We agree that non-receipt of bounced mail notification by you in respect of any email sent to my/our email id as above shall be considered as received by me/us,

I/We undertake to check the ECNs and bring the discrepancy, if any, to your notice within 24 hours of such issuance. My/Our non-verification or not accessing the ECNS on regular basis shall not be a reason for disputing the Contract Notes at any time.

I/We understand that whenever the ECNs have not been delivered or has been rejected, you shall send a physical contract note.

I/We am also aware that ECNs will also be available on a designated website address in a secured way for which access will given to me/us by providing User ID and Password.

I/We agree that you shall not be responsible for the non-receipt of the contract note / documents / statements / ledger / confirmation / correspondence by me/us due to any change in the email id /address not intimated to you in writing.

I/We agree that mandate has been given at our discretion and I/we have the right to terminate this mandate an), time by giving a notice in writing.

Yours truly,

.....

Signature of the Client

Client Code :

Note : The letter shall be signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney.



Date: -----

From:

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-----  
-----  
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To,

**Visual Securities Pvt. Ltd**

16 India Exchange Place, 1st floor

Room No – 7,8,15 & 16

Kolkata – 700001

Dear Sir,

**Ref: Acknowledgement for the receipt of documents**

This is to acknowledge the receipt of copy of the duly executed following documents viz.,

- 1) Copy of KYC Form
- 2) Copy of Rights and Obligations of stock broker / trading member and client
- 3) Copy of Risk Disclosure Document
- 4) Copy of Guidance Note
- 5) Copy of Policies & Procedures
- 6) Copy of Tariff / Brokerage Charge Sheet
- 7) A copy of any other document executed by me as a client

I/We hereby declare that I/We have the full intimation of the trading code and the unique client code allotted to me/us and the email id for the purpose of receiving electronic contract notes and other details in case provided by me/us, has been confirmed by VISUAL SECURITIES PVT.LTD. through their KYC.

Thanking You,

Yours truly,

✓ -----  
Signature of the Client

-----  
Client Code