

# AETRAM TRADES PRIVATE LIMITED

Member : MCX - 57110    NSE - 90356    BSE - 6832  
AMFI REGN- ARN-281894  
SEBI Regn.No : INZ000309838  
CDSL DP ID : 12100400    SEBI Regn.No : IN-DP-784-2024

## REGISTRATION KIT INDIVIDUAL



Client Name		Client Code	
DP ID	12100400	Client ID	
Branch Name		Branch Code	

## INSTRUCTIONS/GUIDELINES FOR FILLING INDIVIDUAL KYC APPLICATION FORM

### A. GENERAL INSTRUCTIONS:

1. Self-attestation of documents is mandatory.
2. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant 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 below list 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. A document shall be deemed to an officially valid document even if there is a change in the name subsequent to its issuance provided it is supported by a Marriage Certificate issued by the State Government or a gazette notification, indicating such change of name.
6. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
7. Sole proprietor must make the application in his individual name & capacity.
8. For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines and other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
9. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
10. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted along with other statutory approvals required for investment in commodities.
11. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/ Mark sheet issued by the Higher Secondary Board/ Passport of Minor/Birth Certificate must be provided.
12. Politically exposed persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country.  
e.g., Head of State or of Government, senior politician, senior government/judiciary/military officer, senior executive of state owned corporation, important political party official, etc.

### B. PROOF OF IDENTITY (POI):

1. PAN card with photograph is mandatory for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Officially valid document (OVD) defined as per Rule 2 (d) of Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 (PML Rules): Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving License / Letter issued by NPR / NREGA Job card.
3. If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
4. Mention identification / reference number if 'Z – Others (any document notified by the central government) ' is ticked.
5. Others – Identity card with applicant's photograph issued by any of the following: Central/ State Government 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.
6. Any other document as notified by the Central Government in consultation with the Regulator.
7. Letter issued by a gazetted officer ,with a duly attested photograph of the person.

### C. PROOF OF ADDRESS (POA):

1. POA to be submitted only if the submitted POI does not have an address or the address as per POI is invalid or not in force.
2. Others includes - Utility bill which is not more than 2 months old of any service provider (electricity, landline telephone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.
3. Identity card/document with address issued by any of the following: Central/ State Government 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.

### C. PROOF OF ADDRESS (POA):

4. Self-declaration of High courts/Supreme court judges, giving the new address in respect of their own accounts.
5. For FII/Sub account, Power of attorney given by FII/Sub account to the custodians (which are duly notarized and/or apostilled or consularized) that gives registered address should be taken.
6. Proof of address in name of spouse may be accepted.
7. Registered lease or Sale agreement/ Flat maintenance bill / Insurance copy / Ration card / Latest Property tax.
8. "Officially valid document" defined as per Rule 2 (d) of Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 (PML Rules): Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving License / Letter issued by NPR / NREGA job card.
9. In case the officially valid document presented by a foreign national does not contain the details of address, the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.
10. Any other document as notified by the Central Government in consultation with the Regulator.
11. Further, in terms of Rule 9(18) of PML rules, 2005, in case the officially valid document furnished by the client does not contain updated address, the following documents (or their equivalent e-documents thereof) shall be as deemed to be officially valid document for the limited purpose of proof of address, provided that the client shall submit updated officially valid document (or their equivalent e-documents thereof) with current address within a period of three months of submitting the following documents:
  - i. Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill);
  - ii. Property or municipal tax receipt;
  - iii. Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address;
  - iv. Letter of allotment of accommodation from employer issued by state or central government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting official accommodation.

### D. EXEMPTIONS/CLARIFICATIONS TO PAN : (\*SUFFICIENT DOCUMENTARY EVIDENCE IN SUPPORT OF SUCH CLAIMS TO BE COLLECTED)

1. Investments (including SIPs), in Mutual Fund schemes up to INR 50,000/- per investor per year per Mutual Fund.
2. Transactions undertaken on behalf of Central/State Government, by officials appointed by Courts (e.g., Official liquidator, Court receiver, etc.).
3. Investors residing in the State of Sikkim (subject to the continued exemption granted by Government).
4. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
5. In case of institutional clients, namely FIIs, MFs, VCFs, FVCIs, Scheduled commercial bank, Multilateral and Bilateral development financial institutions, State Industrial development corporations, insurance companies registered with IRDA and public financial institutions as defined under section 4A of the Company Act 1956, custodians shall verify the PAN card details with the original PANs and provide duly certified copies of such verified PAN details to the intermediary.

### E. LIST OF PEOPLE AUTHORIZED TO ATTEST THE DOCUMENTS:

1. Authorized officials of Asset Management Companies (AMCs).
2. Authorized officials of Registrar & Transfer Agent (RTA) acting on behalf of the AMC.
3. KYC compliant mutual fund distributors affiliated to Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)'.
4. Notary Public, Gazette Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
5. 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.

## INSTRUCTIONS / CHECKLIST

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 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.

**Annexure 2.3**

## INSTRUCTIONS TO THE APPLICANTS (BOs) FOR ACCOUNT OPENING

1. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate / Special Executive Officer under his/her official seal.
2. Signatures should be preferably in black ink.
3. Details of the Names, Address, Telephone Number(s), etc., of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be provided in case of attestation done by them.
4. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
6. All correspondence / queries shall be addressed to the first / sole applicant.
7. Strike off whichever option, in the account opening form, is not applicable.

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### MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI, DEPOSITORY & EXCHANGES

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## AETRAM TRADES PRIVATE LIMITED

CIN - U67100TN2022PTC150079

**Registered & Correspondence Office Address :** No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002. Contact : 044-4868 0008  
E-mail : [info@aetramtrades.in](mailto:info@aetramtrades.in) Website : [www.aetramtrades.in](http://www.aetramtrades.in)

Exchange	Membership No	SEBI Regn.No.
Multi Commodity Exchange of India Ltd. (MCX)	57110	INZ000309838
National Stock Exchange of India Ltd. (NSE)	90356	INZ000309838
Bombay Stock Exchange Ltd. (BSE)	6832	INZ000309838
Depository	DP ID	SEBI Regn.No.
Central Depository Services (India) Limited (CDSL)	12100400	IN-DP-784-2024

**For MCX, NSE, BSE & CDSL:**

**Compliance officer : Mr. S.Prabhakar**

**Phone : 044 - 4868 0008 Email : [compliance@aetramtrades.in](mailto:compliance@aetramtrades.in)**

**CEO : Mr. G. Dineshkumar**

**Phone : 044 - 4868 0008**

**Email-ID : [ceo@aetramtrades.in](mailto:ceo@aetramtrades.in), [complaints@aetramtrades.in](mailto:complaints@aetramtrades.in)**

For any grievance / disputes please contact AETRAM TRADES PVT. LTD. at the above address/ Email/Phone.  
In case not satisfied with the response, please contact the concerned exchanges & depository.

### EXCHANGE, DEPOSITORY & REGULATORY - INVESTOR GRIEVANCE CELL

Exchange	E-Mail ID	Phone No.
Multi Commodity Exchange of India Ltd. (MCX)	<a href="mailto:grievance@mcxindia.com">grievance@mcxindia.com</a>	022 - 6731 8888
National Stock Exchange of India Ltd. (NSE)	<a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>	022 - 2659 8190
Bombay Stock Exchange Ltd. (BSE)	<a href="mailto:is@bseindia.com">is@bseindia.com</a>	022 - 22721233/34
Depository	E-Mail ID	Phone No.
Central Depository Services (India) Limited (CDSL)	<a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a>	18002109911
Regulatory	E-Mail ID	Phone No.
SEBI	<a href="mailto:sebi@sebi.gov.in">sebi@sebi.gov.in</a>	180026267575

**Important Instructions :**

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



Application Type\*  New  Update

**For office use only** KYC Number  (Mandatory for KYC update request)

(To be filled by financial institution) Account Type\*  Normal  Minor  Aadhaar OTP Based E-KYC (in non-face to face mode)

**1. PERSONAL DETAILS\* (PLEASE REFER INSTRUCTION A AT THE END)**

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (same as ID proof)	_____	_____	_____	_____
Maiden name	_____	_____	_____	_____
<input type="checkbox"/> Father name <input type="checkbox"/> Spouse name	_____	_____	_____	_____
Mother name	_____	_____	_____	_____
Date of Birth*	_____			
Gender*	<input type="checkbox"/> M - Male <input type="checkbox"/> F - Female <input type="checkbox"/> T - Transgender			
Marital Status*	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Others			
Citizenship*	<input type="checkbox"/> IN - Indian <input type="checkbox"/> Others (ISO 3166 Country Code)    _____			
Residential Status*	<input type="checkbox"/> Resident Individual		<input type="checkbox"/> Non Resident Individual	
	<input type="checkbox"/> Foreign National		<input type="checkbox"/> Person of Indian Origin	
PAN*	_____		<input type="checkbox"/> Form 60 furnished	

**2. PROOF OF IDENTITY AND ADDRESS\* (PLEASE REFER INSTRUCTION B AT THE END)**

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

<input type="checkbox"/> A - Passport Number	_____
<input type="checkbox"/> B - Voter ID Card	_____
<input type="checkbox"/> C - Driving Licence	_____
<input type="checkbox"/> D - NREGA Job Card	_____
<input type="checkbox"/> E - National Population Register Letter	_____
<input type="checkbox"/> F - Proof of Possession of Aadhaar	X X X X X X X X _____
II <input type="checkbox"/> E-KYC Authentication	X X X X X X X X _____
III <input type="checkbox"/> Offline verification of Aadhaar	X X X X X X X X _____



**CORRESPONDENCE / LOCAL ADDRESS DETAILS\***

Line 1 \* \_\_\_\_\_  
 Line 2 \_\_\_\_\_  
 Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_  
 District \* \_\_\_\_\_ Pin / Post Code\* \_\_\_\_\_  
 State/ U.T. Code \* \_\_\_\_\_ ISO 3166 Country Code\* \_\_\_\_\_

**3. CURRENT ADDRESS DETAILS (PLEASE REFER INSTRUCTION B AT THE END)**

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

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

A - Passport Number \_\_\_\_\_  
 B - Voter ID Card \_\_\_\_\_  
 C - Driving Licence \_\_\_\_\_  
 D - NREGA Job Card \_\_\_\_\_  
 E - National Population Register Letter \_\_\_\_\_  
 F - Proof of Possession of Aadhaar **X X X X X X X X** \_\_\_\_\_  
 II  E-KYC Authentication **X X X X X X X X** \_\_\_\_\_  
 III  Offline verification of Aadhaar **X X X X X X X X** \_\_\_\_\_  
 IV  Deemed Proof of Address - Document Type code \_\_\_\_\_  
 V  Self Declaration \_\_\_\_\_

**CURRENT/PERMANENT / OVERSEAS ADDRESS DETAILS\***

Line 1 \* \_\_\_\_\_  
 Line 2 \_\_\_\_\_  
 Line 3 \_\_\_\_\_ City / Town / Village\* \_\_\_\_\_  
 District \* \_\_\_\_\_ Pin / Post Code\* \_\_\_\_\_  
 State/ U.T. Code \* \_\_\_\_\_ ISO 3166 Country Code\* \_\_\_\_\_

**4. CONTACT DETAILS (ALL COMMUNICATIONS WILL BE SENT TO MOBILE NUMBER/ EMAIL-ID PROVIDED)**  
 (PLEASE REFER INSTRUCTION C AT THE END)


Tel. (Off) STD Code \_\_\_\_\_ Tel Off Number \_\_\_\_\_  Tel. (Res) STD Code \_\_\_\_\_ Tel Res Number \_\_\_\_\_  
 Mobile ISD Code \_\_\_\_\_  
 Email ID \_\_\_\_\_

**5. REMARKS (IF ANY)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. APPLICANT DECLARATION**

- I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.
- I/We hereby consent to receiving information from KYC Registration Agency and Central KYC Registry through SMS/Email on the above registered number/email address.
- I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

(2)  Signature /  
Thumb Impression of Applicant

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

**7. ATTESTATION / FOR OFFICE USE ONLY**

Documents Received  Certified Copies  E-KYC data received from UIDAI  Data received from Offline verification  Digital KYC Process  Equivalent e-document  Video Based KYC

**IPV AND KYC VERIFICATION CARRIED OUT BY**

**INSTITUTION DETAILS**

Date : \_\_\_\_\_  
Emp. Name: \_\_\_\_\_  
Emp. Code: \_\_\_\_\_  
Emp. Designation: \_\_\_\_\_  
Emp. Branch: \_\_\_\_\_

Name: **AETRAM TRADES PRIVATE LIMITED**  
Code: **IN7148**

[INSTITUTION STAMP]

(Employee Signature)

**A. Clarification / Guidelines on filling 'Personal Details' section**

1. Name: The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
2. One of the following is mandatory: Mother's name, Spouse's name, Father's name.

**B. Clarification / Guidelines on filling 'Current Address Details' section**

1. In case of deemed PoA such as utility bill, etc. or self declaration, the document need not be uploaded on CKYCR.
2. PoA to be submitted only if the submitted Pol does not have current address or address as per Pol is invalid or not in force.
3. State/U.T Code and Pin/Post Code will not be mandatory for Overseas addresses.
4. In Section 2, one of I, II, and III is to be selected. In case of online E-KYC authentication, II is to be selected.
5. In Section 3, one of I, II, III and IV is to be selected. In case of online E-KYC authentication, II is to be selected.
6. List of documents for 'Deemed Proof of Address':

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal tax receipt.
03	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
04	Letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting official accommodation.

7. Regulated Entity (RE) shall redact (first 8 digits) of the Aadhaar number from Aadhaar related data and documents such as proof of possession of Aadhaar, while uploading on CKYCR.
8. "Equivalent e-document" means an electronic equivalent of a document, issued by the issuing authority of such document with its valid digital signature including documents issued to the digital locker account of the client as per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016.
9. 'Digital KYC process' has to be carried out as stipulated in the PML Rules, 2005.
10. REs may use the Self Declaration check box where Aadhaar authentication has been carried out successfully for a client and client wants to provide a current address, different from the address as per the identity information available in the Central identities Data Repository.

**C. Clarification / Guidelines on filling 'Contact details' section**

1. Please mention two-digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
2. Do not add '0' in the beginning of Mobile number.

**D. Clarification / Guidelines on filling 'Related Person details' section**

1. Provide KYC number of related person, if available.

**E. Clarification on Minor**

1. Guardian details are optional for minors above 10 years of age for opening of bank account only.
2. However, in case guardian details are available for minor above 10 years of age, the same (or CKYCR number of guardian) is to be uploaded.

## List of two - digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Orissa	OR
Andhra Pradesh	AP	Jammu & Kashmir	JK	Pondicherry	PY
Arunachal Pradesh	AR	Jharkhand	JH	Punjab	PB
Assam	AS	Karnataka	KA	Rajasthan	RJ
Bihar	BR	Kerala	KL	Sikkim	SK
Chandigarh	CH	Ladakh	LA	Tamil Nadu	TN
Chhattisgarh	CG	Lakshadweep	LD	Telangana	TS
Dadra and Nagar Haveli	DD	Madhya Pradesh	MP	Tripura	TR
Daman & Diu		Maharashtra	MH	Uttar Pradesh	UP
Delhi	DL	Manipur	MN	Uttarakhand	UA
Goa	GA	Meghalaya	ML	West Bengal	WB
Gujarat	GJ	Mizoram	MZ	Other	XX
Haryana	HR	Nagaland	NL		

## List of ISO 3166 two-digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GO	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mail	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Moyotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SI
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	MZ	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
Chile	CL	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of the	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Côte d'Ivoire   Côte d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion   Reunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Cuba	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curaçao   Curaçao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy   Saint BartheJemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kitts and Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French part)	MF		

**TRADING & DEMAT ACCOUNT RELATED ADDITIONAL DETAILS****DEPOSITORY ACCOUNT DETAILS****(THROUGH WHICH TRANSACTIONS WILL GENERALLY BE ROUTED)**

1. Depository Name :  CDSL  NSDL DP ID : \_\_\_\_\_ BO ID : \_\_\_\_\_  
 Name of Depository Participant : \_\_\_\_\_
2. Depository Name :  CDSL  NSDL DP ID : \_\_\_\_\_ BO ID : \_\_\_\_\_  
 Name of Depository Participant : \_\_\_\_\_
- Demat A/c Proof submitted :  Client Master (with Client Name, PAN, DP & Client ID)

**TRADING PREFERENCE**

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

<b>E X C H A N G E S</b>	<b>ALL SEGMENTS</b>		(3)
	<b>N S E &amp; B S E</b>	<b>CASH</b>	(4)
		<b>F&amp;O</b>	(5)
		<b>CURRENCY</b>	(6)
	<b>BSE MFSS</b>		(7)
	<b>MCX, BSE &amp; NSE COMMODITY</b>		(8)
If you do not wish to trade in any of the segments / Mutual Fund, please mention here _____			

**\* To Trade in derivatives segments, submit ANY ONE of the following income proof (Mandatory)**

- Bank statement for the last 6 months with Average credit transaction/deposit of Rs.10,000/- (Example: For the month of October 2023, the customer can submit bank statement from 1st April 2023 to 30th September 2023)
- The latest salary slip with gross monthly income exceeding Rs.10,000/- (Example: For the month of October 2023, customer can submit salary slip of September 2023 )
- Certificate of net worth more than Rs.1,00,000/- (Should be dated and have a minimum value of Rs. 1.2 lakh)
- Latest ITR (Income Tax Return) acknowledgement (Example: For the month of October 2023, customer can submit ITR acknowledgement of FY22-23) - Should have a gross income of more than Rs.1.2 lakh
- Form 16 with gross annual income exceeding Rs.1,20,000/- (Example: For the month of October 2023, customer can submit Form 16 of FY22-23) - Should have a gross income of more than Rs.1.2 lakh
- Statement of demat holdings with current holdings value exceeding Rs.10,000/- (The statement should display the value of securities lying in the demat account. The total value should be more than Rs.10,000/-)
- Any other relevant document substantiating ownership of assets (Value as mentioned on the document should be Rs.10,000/-)
- Self-declaration along with relevant supporting (Value as mentioned on the document should be Rs.10,000/-)

**TRADING & DEMAT ACCOUNT RELATED ADDITIONAL DETAILS****FACILITIES**

SMS and E-mail alerts :  SMS Alert  E-mail Alert  Both **Mobile:** \_\_\_\_\_

E-Mail ID : \_\_\_\_\_

Whether you wish to receive Contract Note:  Electronic  Physical

Whether you wish to receive Standard documents \*:  Electronic  Physical

\*Standard Documents –Rights & Obligations, Risk Disclosure Document, Guidance Note and Policies & Procedures

I/We wish to avail facility of internet trading / wireless technology :  Yes  No

Account to be operated through DDPI ( Demat Debit and Pledge Instruction ):  Yes  No

**TRADING HISTORY****Trading Experience / Number of Years of Investment**

\_\_\_\_\_ Years in Equities  \_\_\_\_\_ Years in Derivatives  \_\_\_\_\_ Years in other Investment related fields

No Prior Experience

**PAST REGULATORY ACTIONS**

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock exchange / Commodity exchange/any other authority against the client during the last 3 years:  Yes  NO If YES - please provide the details

**DEALINGS THROUGH OTHER MEMBERS**

If client is dealing through any other Member, provide the following details (in case dealing with multiple Members, provide details of all in a separate sheet containing all the information as mentioned below):

Member's / Authorized Person (AP)'s Name: \_\_\_\_\_

Exchange : \_\_\_\_\_

Exchange's Registration number : \_\_\_\_\_

Concerned Member's Name with whom the AP is registered: \_\_\_\_\_

Registered office address: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website \_\_\_\_\_ Client Code: \_\_\_\_\_

Details of disputes / dues pending from / to such Member / AP: \_\_\_\_\_

**INTRODUCER DETAILS (OPTIONAL)**

Name of the Introducer: \_\_\_\_\_

(Surname) (Name) (Middle Name)

Status of the Introducer: Authorized Person / Existing Client / Others, please specify: \_\_\_\_\_

Address and phone no. of the Introducer: \_\_\_\_\_

Signature of the Introducer: \_\_\_\_\_

**ADDITIONAL DETAILS**

Whether you wish to receive communication from Member in electronic form on your Email-id  Yes  No

**GST DETAILS**

GST Number: \_\_\_\_\_ GST Implementation Location: \_\_\_\_\_ GST Validity Date: \_\_\_\_\_

FOR INDIVIDUALS

ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT


**AETRAM TRADES PRIVATE LIMITED**

Member : NSE, BSE & MCX SEBI Regn. No. : INZ000309838  
 Depository Participant : CDSL SEBI Regn. No. : IN-DP-784-2024  
 No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
 Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002. Contact : 044-4868 0008  
 E-mail : dp@aetramtrades.in Website : www.aetramtrades.in

(To be filled by the Depository Participant)

Application No.		Date	D	D	M	M	Y	Y	Y	Y						
DP Internal Reference No.																
DP ID	1	2	1	0	0	4	0	0	Client ID	0	0	0				

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details:-

**Holders Details**

Sole / First Holder's Name	PAN															
	UID	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	UCC															
	Exchange Name & ID															
Second Holder's Name	PAN															
	UID	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Third Holder's Name	PAN															
	UID	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

**Name \***

\*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

**Type of Account (Please tick whichever is applicable)**

Status	Sub - Status	
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Individual Margin Trading A/C (MANTRA)	<input type="checkbox"/> Individual-Director <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Minor <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI - Depository Receipts	<input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> Others (specify) _____
<input type="checkbox"/> Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Others (specify) _____	

Signatures (9)

(9a)

(9b)

Sole / First Holder

Second Holder

Third Holder

FOR INDIVIDUALS

ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT



## Details of Guardian (in case the account holder is minor)

Guardian's Name		PAN	
Relationship with the applicant			
I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No		
I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/>	<input type="checkbox"/>	Yes No
Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly		
I / We request you to send Electronic Transaction-cum-Holding Statement at the <b>email ID</b> :	<input type="checkbox"/> Yes <input type="checkbox"/> No		
I / We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No		
I / We would like to receive the Annual Report <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both Physical and Electronic (Tick the applicable box. If not marked the default option would be in Physical)			
I/ We wish to receive dividend / interest directly in to <b>my</b> bank account as given below through ECS (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time ]	<input type="checkbox"/> Yes <input type="checkbox"/> No		

## Bank Details [Dividend Bank Details for DP and Primary Bank Details for Trading]

Bank Code (9 digit MICR code)										
IFS Code (11 character)										
Account number										
Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others (specify) _____									
PIS Account No (In case of NRI)										
Bank Name										
Branch Name										
Bank Branch Address										
City		State		Country		PIN code				

i. Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)

ii. Photocopy of the Bank Statement having name and address of the BO

iii. Photocopy of the Passbook having name and address of the BO, (or)

iv. Letter from the Bank.

➤ In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

Signatures (10)

(10a)

(10b)

Sole / First Holder

Second Holder

Third Holder

FOR INDIVIDUALS

ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT



Other Details Gross Annual Income Details	<b>Income Range per annum:</b>									
	<input type="checkbox"/> Up to Rs.1,00,000 <input type="checkbox"/> Rs 1,00,000 to Rs 5,00,000 <input type="checkbox"/> Rs 5,00,000 to Rs 10,00,000 <input type="checkbox"/> Rs 10,00,000 to Rs 25,00,000 <input type="checkbox"/> More than Rs 25,00,000									
	Net worth as on (Date)	D	D	M	M	Y	Y	Y	Y	Rs.
[Net worth should not be older than 1 year]										
Occupation	<input type="checkbox"/> Private Sector <input type="checkbox"/> Business <input type="checkbox"/> Retired <input type="checkbox"/> Others (Specify) _____			<input type="checkbox"/> Public Sector <input type="checkbox"/> Professional <input type="checkbox"/> Housewife			<input type="checkbox"/> Government Service <input type="checkbox"/> Agriculture <input type="checkbox"/> Student			
Please tick , if applicable	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Person (PEP)					<input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> Not Related to Politically Exposed Person (PEP)				
Educational Details	<input type="checkbox"/> High School <input type="checkbox"/> Doctorate <input type="checkbox"/> Illiterate			<input type="checkbox"/> Graduate <input type="checkbox"/> Professional Degree <input type="checkbox"/> Others (Specify) _____			<input type="checkbox"/> Post-Graduate <input type="checkbox"/> Under High School			
Any other information										
Legal Entity Identifier	LEI No. _____					LEI Expiry Date. _____				
GSTIN Number (If Applicable)										

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	MOBILE NO. +91 _____ [(Mandatory , if you are giving Power of Attorney ( POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).	
<b>Easi</b>	To register for Easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.	

**MODE OF OPERATION FOR EXECUTION OF TRANSACTIONS (Transfer, Pledge & Freeze)**

<input type="checkbox"/> Jointly	<input type="checkbox"/> Anyone of the Holder
----------------------------------	---

Consent for Communication to be received by first account holder / all Account Holder: (Tick the applicable box. If not marked the default option would be **first holder**).

<input type="checkbox"/> First Holder	<input type="checkbox"/> All Holder	Email id
	<input type="checkbox"/> Second Holder	
	<input type="checkbox"/> Third Holder	

Signatures (11)

(11a)

(11b)

Sole / First Holder


Second Holder


Third Holder

## DECLARATION CUM ACKNOWLEDGEMENT

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 tariff sheet and all voluntary/non-mandatory documents.
3. I/We have been informed that the standard set of documents has been displayed for information on Stock Broker's designated website www.aetramtrades.in and any change in the Rights and Obligations and RDD would be made available on Stock Broker's designated website www.aetramtrades.in. I/ We have been also informed that any change in the Policies and Procedures, tariff sheet and all the non mandatory documents would be duly intimated to me/ us and also displayed for information on the Stock Broker' s designated website www.aetramtrades.in.  
I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document', 'Do's and Dont's', Guidance Note, Policies & Procedures, Tariff Sheet and all other non-mandatory documents. I/We do hereby agree to be bound by such provisions as outlined in these documents.
4. I/We further confirm to receive the following documents for Trading and Demat Account:
  - a. Rights and Obligations of stock brokers, and clients as prescribed by SEBI and stock exchanges
  - b. 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)
  - c. Risk disclosure document for capital market and derivatives segments
  - d. Guidance Note - Do's and Don'ts for trading on the exchange(s) for investors
  - e. Policies & Procedures - Capital Market and Derivatives Segments
  - f. Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories
  - g. Terms And Conditions-cum-Registration Form for receiving SMS Alerts from CDSL  
[SMS Alerts will be sent by CDSL to BOs for all debits and for all credits as well.]
5. I/We further confirm to receive the following documents for Commodity Segment:
  - a. Risk Disclosure Document - Commodities
  - b. Additional Risk Disclosure Documents For Options Trading
  - c. Rights And Obligations Of Members, Authorized Persons And Clients As Prescribed By SEBI And Commodity Exchanges
  - d. Internet & wireless technology based trading facility provided by members 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)
  - e. Guidance Note - Do's And Don'ts For The Clients
  - f. Policies & Procedures - Commodities
6. I / We willingly give my consent to AETRAM to accept copy of my Aadhaar card as Address proof and proceed with the application.
7. I / We have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

Signatures (12) 

(12a) 

(12b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_

First Holder Name

Second Holder Name

Third Holder Name

Place : \_\_\_\_\_

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

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client:  DP ID (CDSL)  Client ID

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

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

**FOR AETRAM TRADES PRIVATE LIMITED**

Signature of the Authorised Signatory

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

(Seal/Stamp of AETRAM TRADES PRIVATE LIMITED)

**TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL**

[SMS Alerts will be sent by CDSL to BOs for all debits]

**Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**Availability:**

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**Receiving Alerts:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

**TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL**

[SMS Alerts will be sent by CDSL to BOs for all debits]

**Receiving Alerts:**

4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. **The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.**
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

**Fees:**

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

**Disclaimer:**

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

**Liability and Indemnity:**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**Amendments:**

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

**Governing Law and Jurisdiction:**

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

**TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL**

[SMS Alerts will be sent by CDSL to BOs for all debits]

**Governing Law and Jurisdiction:**

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. **I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I / We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of **REGISTRATION / MODIFICATION** (Please cancel out what is not applicable).

BO ID	1	2	1	0	0	4	0	0		0	0	0					
	(Please write your 8 digit DP ID)								(Please write your 8 digit Client ID)								

Sole / First Holder's Name : \_\_\_\_\_

Second Holder's Name : \_\_\_\_\_

Third Holder's Name : \_\_\_\_\_




Mobile Number on which messages are to be sent

+91																	
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(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of: \_\_\_\_\_

E-mail Id: \_\_\_\_\_  
(Please write only ONE valid email ID on which communication; if any, is to be sent)

Signatures (13)  \_\_\_\_\_ (13a)  \_\_\_\_\_ (13b)  \_\_\_\_\_  
Sole / First Holder                      Second Holder                      Third Holder

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

## NOMINATION FORM FOR DEMAT ACCOUNTS AND MUTUAL FUND (MF) FOLIOS

SEBI issued circular no. SEBI/HO/OIAE/OIAE\_IAD-3/P/ON/2025/01650 dated January 10, 2025

### AETRAM TRADES PRIVATE LIMITED

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,

Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002. Contact : 044-4868 0008

E-mail : info@aetramtrades.in Website : www.aetramtrades.in

Date	UCC		DP ID ( CDSL )		Client ID			
I / We hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our demise, as trustee and on behalf of my / our legal heir(s) *								
Nomination Details								
	Mandatory Details					Additional Details ****		
	Name of nominee	Share of nominee(%)**	Relationship	Postal Address	Mobile number & E-mail	Identity Number***	D.o.B of nominee	Guardian
Nominee 1								
Nominee 2								
Nominee 3								

**NOMINATION FORM FOR DEMAT ACCOUNTS AND MUTUAL FUND (MF) FOLIOS**

Nomination Details								
	Mandatory Details						Additional Details ****	
	Name of nominee	Share of nominee(%)**	Relationship	Postal Address	Mobile number & E-mail	Identity Number***	D.o.B of nominee	Guardian
Nominee 4								
Nominee 5								
Nominee 6								
Nominee 7								
Nominee 8								
Nominee 9								
Nominee 10								

## NOMINATION FORM FOR DEMAT ACCOUNTS AND MUTUAL FUND (MF) FOLIOS

**\* Joint Accounts:**

Event	Transmission of Account
Demise of one or more joint holder(s)	Surviving holder(s) through name deletion The surviving holder(s) shall inherit the assets as owners.
Demise of all joint holders simultaneously – having nominee	Nominee
Demise of all joint holders simultaneously – not having nominee	Legal heir(s) of the youngest holder

\*\* If % is not specified, then the assets shall be distributed equally amongst all the nominees. Any odd lot after division / fraction of %, shall be transferred to the first nominee mentioned in the nomination form.(see table in 'Transmission aspects').

\*\*\* Provide only number: PAN or Driving License or Aadhaar (last 4 digits). Copy of the document is not required. However, in case of NRI / OCI / PIO, Passport number is acceptable.

\*\*\*\* to be furnished only in following conditions / circumstances:

- Date of Birth (DoB): please provide, only if the nominee is minor.
- Guardian: It is optional for you to provide, if the nominee is minor.

## NOMINATION FORM FOR DEMAT ACCOUNTS AND MUTUAL FUND (MF) FOLIOS

1. I / We want the details of my / our nominee to be printed in the statement of holding or statement of account, provided to me/ us by the DP as follows; (please tick, as appropriate)

Name of nominee(s)                       Nomination: Yes / No

2. I hereby authorize \_\_\_\_\_ (nominee number \_\_\_\_\_) to operate my account on my behalf, in case of my incapacitation in terms of paragraph 3.5 of the circular. He / She is authorized to encash my assets up to \_\_\_\_\_ % of assets in the account or Rs. \_\_\_\_\_. (Optional) (strike off portions that are not relevant) This nomination shall supersede any prior nomination made by me / us, if any

3. Signature(s) – As per the mode of holding in demat account(s)

Name(s) of holder(s)	Signature(s) of holder / thumb impression	Signature of two witnesses*	Name of Witness & Address (wherever applicable) *
(14)  Sole / First Holder			
(14a)  Second Holder			
(14b)  Third Holder			

\* Signature of two witness(es), along with name and address are required, if the account holder affixes thumb impression, instead of wet signature.

### **Rights, Entitlement and Obligation of the investor and nominee:**

- If you are opening a new demat account, you have to provide nomination. Otherwise, you have to follow procedure as per 3.10 of this circular.
- You can make nomination or change nominee any number of times without any restriction.
- You are entitled to receive acknowledgement from the DP for each instance of providing or changing nomination.
- Upon demise of the investor, the nominees shall have the option to either continue as joint holders with other nominees or for each nominee(s) to open separate single account.
- In case all your nominees do not claim the assets from the DP, then the residual unclaimed asset shall continue to be with the concerned Depository in case of Demat account.
- You have the option to designate any one of your nominees to operate your account, in case of your physical incapacitation, at any point of time and not just during opening of account. This mandate can be changed any time you choose.
- The signatories for this nomination form shall be as per mode of holding in the demat account(s) i.e.
  - 'Either or Survivor' Accounts - any one of the holder can sign
  - 'First holder' Accounts - only First holder can sign
  - 'Jointly' Accounts - all holders have to sign

## NOMINATION FORM FOR DEMAT ACCOUNTS AND MUTUAL FUND (MF) FOLIOS

### Transmission aspects

- DPs shall transmit the account to the nominee(s) upon receipt of 1) copy of death certificate and 2) completion / updation of KYC of the nominee(s). The nominee is not required to provide affidavits, indemnities, undertakings, attestations or notarization.
- In case of a joint account, for transmission to the surviving joint holder(s) by name deletion, the surviving joint holder(s) shall have the option to update residential address(es), mobile number(s), email address(es), bank account detail(s), annual income and nominee(s), either along with transmission or at a later date. The regulated entity cannot seek KYC documents at the time of transmission, unless it was sought earlier but not provided by the holder.
- Nominee(s) shall extend all possible co-operation to transfer the assets to the legal heir(s) of the deceased investor. In this regard, no dispute shall lie against the DP.

**In case of multiple nominees, the assets shall be distributed pro-rata to the surviving nominees, as illustrated below.**

% Share as specified by investor at the time of nomination		% assets to be apportioned to surviving nominees upon demise of investor and nominee 'A'			
Nominee	% share	Nominee	% initial share	% of A's share to be apportioned	Total % share
A	60%	A	0	0	0
B	30%	B	30%	45%	75%
C	10%	C	10%	15%	25%
<b>Total</b>	<b>100%</b>	-	<b>40%</b>	<b>60%</b>	<b>100%</b>

**NOMINATION FORM**  
**DECLARATION FORM FOR OPTING OUT OF NOMINATION**

**Annexure B to SEBI Circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23,2021**  
**on Voluntary Nomination for Eligible Trading and Mandatory Nomination for Eligible Demat Accounts.**

**AETRAM TRADES PRIVATE LIMITED**

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
 Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002.  
 Contact : 044-4868 0008  
 E-mail : info@aetramtrades.in Website : www.aetramtrades.in

Date 

D	D	M	M	Y	Y	Y	Y
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UCC (Trading Code)								
* DP ID (CDSL)	1	2	1	0	0	4	0	0
Client ID (only for Demat account)								
Sole/First Holder Name								
Second Holder Name								
Third Holder Name								
I/ We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / MF Folio / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / MF Folio / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / MF Folio / demat account.								

**Name and Signature of Holder(s)\***

Signatures (15) <hr style="border: 0.5px solid black;"/> <p align="center">Sole / First Holder</p>	(15a) <hr style="border: 0.5px solid black;"/> <p align="center">Second Holder</p>	(15b) <hr style="border: 0.5px solid black;"/> <p align="center">Third Holder</p>
Name(s) <hr style="border: 0.5px solid black;"/> <p align="center" style="color: grey;">First Holder Name</p>	<hr style="border: 0.5px solid black;"/> <p align="center" style="color: grey;">Second Holder Name</p>	<hr style="border: 0.5px solid black;"/> <p align="center" style="color: grey;">Third Holder Name</p>

**\*Signature of witness, along with name and address are required, If the account holder affixes thumb impression, instead of signature on Nomination Form.**

Name of Witness	Address of Witness	Relationship of Client with Witness	Signature of Witness

**DP TARIFF STRUCTURE**

Description	<input type="checkbox"/> Lifetime Scheme	<input type="checkbox"/> Normal Scheme	<input type="checkbox"/> BSDA Scheme
Annual Maintenance Charges	Rs.5000 /- Only for Individuals	Individual – Rs.300/- Corporates – Rs. 1500/- NRIs Rs. 1000/-	NIL* - Holding Valuation less than Rs. 4 lakhs in Demat a/c. Rs.100/- pa* - Holding Valuation Rs.4 lakhs to Rs.10 lakhs in Demat a/c.
Transaction Fee - On market	For Minimum Rs.15/- (or) 0.02% of transaction value whichever is higher.	For Minimum Rs.20/- (or) 0.02% of transaction value whichever is higher.	For Minimum Rs.20/- (or) 0.02% of transaction value whichever is higher.
Transaction Fee - Off Market	For Minimum Rs.30/- (or) 0.02% of transaction value whichever is higher.	For Minimum Rs.35/- (or) 0.02% of transaction value whichever is higher.	For Minimum Rs.35/- (or) 0.02% of transaction value whichever is higher.
Pledge/Unpledge/Invocation	Rs.50/-	Rs.50/-	Rs.50/-
Demat Charges	Rs.5/- per certificate plus Rs.50/- per request	Rs.5/- per certificate plus Rs.50/- per request	Rs. 5/- per certificate plus Rs.50 per request
CUSPA / Margin Pledge	Rs.15/-	Rs.20/-	Rs.20/-
Remat Charges	A flat fee of Rs. 20/- per certificate plus Rs. 60/- courier charges.	A flat fee of Rs. 20/- per certificate plus Rs. 60/- courier charges.	A flat fee of Rs. 20/- per certificate plus Rs. 60/- courier charges
Demat / Remat/ DIS - Rejection Charges	Rs.60/- Courier cost	Rs.60/- Courier cost	Rs.60/- Courier cost
DIS Book Issuance Charges	Rs.50/- per DIS Book	Rs.50/- per DIS Book	Rs.50/- per DIS Book
CAS Dispatch Charges	Actual Depository Charges	Actual Depository Charges	Actual Depository Charges
Failed Transaction charges	Rs.50/-	Rs.50/-	Rs.50/-

I/We am/are aware of the Basic Services Demat Account (BSDA) scheme that may be applicable to my demat account as and when value of my demat holdings is within the cut off value as specified by SEBI/Regulators and as per other conditions as applicable from time to time. In this regards I/We wish to select following option:

- I/We do not wish to opt for BSDA scheme although my/our demat account may be eligible for the same in future and I/We request AETRAM to continue my/our demat account in Lifetime/Normal scheme as availed by me/us at the time of account opening/modified (if any) to avail regular DP Services.
- I/We wish to opt for BSDA scheme in case my/our demat account is eligible for BSDA scheme anytime in future as per then prevailing regulatory guidelines. I/We am/are further aware that such BSDA scheme will be made applicable to our demat account from next billing cycle. I/We further aware that in case if value of my/our holdings goes above the cut off value as per BSDA guidelines or any other stipulated conditions of BSDA is breached, I/We shall be levied normal DP charges as per normal scheme availed by me/us.


## DP TARIFF STRUCTURE


### Terms and Conditions:

1. The value of holding will be assessed as per the billing cycle (\*)
2. The Depository participant shall reserve the right to revise the charges by giving not less than 30 days notice in writing to the client.
3. Any service not listed above will be charged extra.
4. All charges will be collected upfront. BO's are requested to maintain sufficient credit balance in demat account in order to avoid non execution of delivery instruction (DIS) / any other instruction(s).
5. Late transaction charges would be collected for all instruction received after 4 p.m. for same day execution or execution date as pay-in date.
6. In case of non-payment of bill/dues within 30 days of due date, interest shall be charged @ 2.0% per month on the outstanding dues.
7. The above charges exclusive of GST and other levies by Government bodies/ Statutory authority from time to time. Cheque/DD to be issued in favour of "AETRAM TRADES PRIVATE LIMITED".
8. Depository Charges of Broking Clients will be debited to their Trading Accounts.
9. I/We have read and understood the "Schedule of Charges" prescribed above and agreed to abide by the same.

**(The above is subject to taxes and duties as applicable as per Government Rule)**

Signatures (16) 

(16a) 

(16b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_

First Holder Name

Second Holder Name

Third Holder Name

**RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT AS PRESCRIBED BY SEBI AND DEPOSITORIES**

<b>BO ID</b>	1	2	1	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0
	(Please write your 8 digit DP ID)								(Please write your 8 digit Client ID)									

**General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

**Beneficial Owner information**

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

**Fees/Charges/Tariff**



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

**Dematerialization**

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

**Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

Signatures (17) (17a) (17b) \_\_\_\_\_  
Sole / First Holder\_\_\_\_\_  
Second Holder\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_

First Holder Name

Second Holder Name

Third Holder Name

**RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT AS PRESCRIBED BY  
SEBI AND DEPOSITORIES**

**Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.
13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

**Statement of account**

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


**Manner of Closure of Demat account**


18. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
19. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

**Default in payment of charges**

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

Signatures (18) 

(18a) 

(18b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s)

\_\_\_\_\_  
First Holder Name

\_\_\_\_\_  
Second Holder Name

\_\_\_\_\_  
Third Holder Name

**RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT AS PRESCRIBED BY SEBI AND DEPOSITORIES**

**Liability of the Depository**

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

**Freezing/ Defreezing of accounts**

23. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
24. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.
25. The Joint holders are aware that in case of any Statutory Order for freezing any one joint holder, the demat account will be frozen and the other joint holders will have to obtain a specific Order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the Order issuing authority.

**Redressal of Investor grievance**

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


**Authorized representative**


27. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

**Law and Jurisdiction**

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

Signatures (19) 

(19a) 

(19b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_

\_\_\_\_\_  
First Holder Name

\_\_\_\_\_  
Second Holder Name

\_\_\_\_\_  
Third Holder Name

## DIGITAL STATEMENT

To  
**AETRAM TRADES PRIVATE LIMITED**

Date 

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

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002.

Reg : Beneficial Owner (BO) Account No.

<b>DP ID</b>	1	2	1	0	0	4	0	0	<b>CLIENT ID</b>	0	0	0						
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I / We \_\_\_\_\_  
[Name(s) of the BO(s)] have confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account in electronic mode in lieu of physical copy of the statement of account.

I / We confirm that the dispatch of statement of account to me / us at the following email address shall constitute full and absolute discharge of your obligation under the above agreement to provide me / us with statement of my / our BO account. But I / We reserve my / our right to receive the physical copy of statement of accounts despite receiving the same in electronic mode, if such a demand is made in writing on you.

[E-mail address : \_\_\_\_\_]

I / We confirm that any change in the aforesaid email address or any other instructions with regard to dispatch / service of my / our statement of account on me / us shall not be binding upon you unless you are intimated in writing by me / us by acknowledged delivery.

Yours faithfully,

Signatures (20)

(20a)

(20b)

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_  
First Holder Name

\_\_\_\_\_   
Second Holder Name

\_\_\_\_\_   
Third Holder Name

**Annexure 2.5**

## OPTION FORM FOR ISSUE OF DIS BOOKLET

To  
**AETRAM TRADES PRIVATE LIMITED**

Date 

D	D	M	M	Y	Y	Y	Y
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No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002.

<b>DP ID</b>	1	2	1	0	0	4	0	0	<b>CLIENT ID</b>	0	0	0						
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Dear Sir / Madam,

I / We hereby state that: **[Select one of the options given below]**

**OPTION 1:**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening of my / our CDSL account though I / We have issued a Power of Attorney (POA) / registered for eDIS / executed PMS agreement in favour of / with **AETRAM TRADES PRIVATE LIMITED** (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such \$Power of Attorney holder -Clearing Member / by PMS manager/ for executing delivery instructions through eDIS.

**OR**

**OPTION 2:**

I / We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I / We have issued a POA/ registered for eDIS / executed PMS agreement in favour of / with **AETRAM TRADES PRIVATE LIMITED** (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney Holder - Clearing Member / by PMS manager or for executing delivery instructions through eDIS. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully,

Signatures (21)

(21a)

(21b)

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_  
First Holder Name

\_\_\_\_\_   
Second Holder Name

\_\_\_\_\_   
Third Holder Name

## FEMA DECLARATION

To,  
**AETRAM TRADES PRIVATE LIMITED**

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002.  
Contact : 044-4868 0008  
E-mail : info@aetramtrades.in Website : www.aetramtrades.in

Date 

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

**Re:** Application Number: \_\_\_\_\_

**Sub:** Application for opening of an NRI / FN/ FCB account

This has reference to my/our application for opening of a trading & demat account with you.  
In this connection , I/We hereby declare that I/We have complied and will continue to comply with FEMA Regulations with respect to buying and selling of securities in the Indian Capital Market.

Thanking you ,  
Your 's truly ,

Signatures (22)  \_\_\_\_\_ (22a)  \_\_\_\_\_ (22b)  \_\_\_\_\_  
Sole / First Holder Second Holder Third Holder

Name(s) \_\_\_\_\_ First Holder Name \_\_\_\_\_ Second Holder Name \_\_\_\_\_ Third Holder Name \_\_\_\_\_

## PO-BOX DECLARATION NRI

To,  
**AETRAM TRADES PRIVATE LIMITED**

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002.  
Contact : 044-4868 0008  
E-mail : info@aetramtrades.in Website : www.aetramtrades.in

Date 

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

**Dear Sir / Madam,**

**Re:** Application No: \_\_\_\_\_




**Sub:** Declaration towards address provided in the account opening form {NRI / FN}

This has reference to my / our application for opening of a demat account with you  
In this connection, please find below our residential address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further, I/ we confirm that in case of any change in our above residential address, the same will be brought to your notice

Thanking you,  
Your's truly,

Signatures (23)  \_\_\_\_\_ (23a)  \_\_\_\_\_ (23b)  \_\_\_\_\_  
Sole / First Holder Second Holder Third Holder

Name(s) \_\_\_\_\_ First Holder Name \_\_\_\_\_ Second Holder Name \_\_\_\_\_ Third Holder Name \_\_\_\_\_

**FATCA & CRS DECLARATION (FOR INDIVIDUAL)**

Please fill the information below as requested	First Account Holder	Second Account Holder	Third Account Holder
Name of the Account Holder			
Client Code			
City of Birth			
Country of Birth			
Address for Tax Purpose	<input type="checkbox"/> Same as mailing address <input type="checkbox"/> Same as permanent address	<input type="checkbox"/> Same as mailing address <input type="checkbox"/> Same as permanent address	<input type="checkbox"/> Same as mailing address <input type="checkbox"/> Same as permanent address
Address Type for the above	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office
Nationality			
Father's Name (mandatory if PAN not provided)			
Spouse's Name			
Identification Type-Documents submitted as proof of identity of the individual	<input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> Election / Voter's ID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Aadhaar Card / Letter <input type="checkbox"/> NREGA Card Govt ID Card <input type="checkbox"/> Others (Specify) _____	<input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> Election / Voter's ID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Aadhaar Card / Letter <input type="checkbox"/> NREGA Card Govt ID Card <input type="checkbox"/> Others (Specify) _____	<input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> Election / Voter's ID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Aadhaar Card / Letter <input type="checkbox"/> NREGA Card Govt ID Card <input type="checkbox"/> Others (Specify) _____
Identification Number-for the identification type mentioned above			

**Are you a tax resident of any country other than India?**

First Account Holder :  Yes  No  
 Second Account Holder :  Yes  No  
 Third Account Holder :  Yes  No

**FATCA & CRS DECLARATION (FOR INDIVIDUAL)**

If Yes, please list below the details confirming ALL countries of Tax Residency / Permanent Residency / Citizenship & ALL Tax Identification Numbers.


Account Holder Details	Name of Customer	Country(ies) of Tax Residency#	Tax Identification Number (TIN)%	Identification Type (TIN or other% please specify)	Address for Tax Residence	Address Type (Residential or Business, Residential, Business, Registered Office)
First Holder						
Second Holder						
Third Holder						


# To also include USA, where the individual is a citizen/green cardholder of USA.

% In case Tax Identification Number is not available, Kindly provide functional equivalent\$.

**Certification:** I/We have understood the information requirements of this Form as per the CBDT notified Rules 114F to 114H and hereby confirm that the information provided by me/us on this Form is true, correct, and complete. I/We also confirm that I/We have read and understood the Terms and Conditions below and hereby accept the same. I/We understand that my personal details as provided/ available in the bank records will be used for CBDT reporting.

Signatures (24) 

(24a) 

(24b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

Name(s) \_\_\_\_\_

**CBDT Terms and Conditions**

The Central Board of Direct Taxes (CBDT) has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

**CBDT Instructions**

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green card holder, please include United States in the foreign country information field along with your US Tax Identification Number. \$ It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

**FATCA & CRS DECLARATION (FOR INDIVIDUAL)**

FATCA/ CRS Indicia observed (ticked)		Documentation required for Cure of FATCA/ CRS indicia
		<b>If customer does not agree to be Specified U.S. person/ reportable person status</b>
1	U.S. place of birth	1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purposes; 2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below); <b>AND</b> 3. <b>Any one</b> of the following documents: a. Certified Copy of "Certificate of Loss of Nationality" or b. Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; <b>or</b> Reason the customer did not obtain U.S. citizenship at birth
2	Residence/ mailing address in a country other than India	1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purposes; <b>and</b> 2. Documentary evidence (refer list below)
3	Telephone number in a country other than India (and no telephone number in India provided)	1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purposes; <b>and</b> 2. Documentary evidence (refer list below)
4	Telephone number in a country other than India	If no Indian telephone number is provided 1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India ; <b>and</b> 2. Documentary evidence (refer list below)

List of acceptable **documentary evidence** needed to establish the residence(s) for tax purposes:

1. Certificate of residence issued by an authorized government body\*
2. Valid identification issued by an authorized government body\* (e.g. Passport, National Identity card, etc.)

\*Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.

**TARIFF SHEET**


I / we agree to pay the charges as per following charges structure for my / our Trading account with AETRAM.

Trading Client ID \_\_\_\_\_

<b>DISCOUNT PLAN</b>	
<b>SEGMENT &amp; EXCHANGES</b>	<input type="checkbox"/> <b>PER ORDER</b>
<b>Equity Intraday</b> (NSE & BSE)	Flat Rs.15 or 2.5% (whichever is lower) per executed order
<b>Equity Delivery</b> (NSE & BSE)	Flat Rs.15 or 2.5% (whichever is lower) per executed order
<b>Equity Futures</b> (NSE & BSE)	Flat Rs.15 or 2.5% (whichever is lower) per executed order
<b>Currency Futures</b> (NSE & BSE)	Flat Rs.15 or 2.5% (whichever is lower) per executed order <sup>5</sup>
<b>Commodity Futures</b> (MCX, NSE & BSE)	Flat Rs.15 or 2.5% (whichever is lower) per executed order
<b>Equity Options</b> (NSE & BSE)	Rs.15 per executed order
<b>Currency Options</b> (NSE & BSE)	Rs.15 per executed order
<b>Commodity Options</b> (MCX,NSE & BSE)	Rs.15 per executed order

**Other Charges :**

1. SEBI Turnover fees, GST, Stamp Duty, STT, Clearing and Exchange Transaction charges shall be levied separately from brokerage as applicable from time to time.
2. GST@18% shall be applicable as per Central & State Government Rules.
3. Delay payment charges @ 2% per month would be charged for debit.
4. Cash Market segment delivery brokerage will be applicable in case of F&O position convert into stock delivery at the end of expiry day.
5. Actual courier charges will be applicable in case of electronic contract note failed.

(25)  Signature of Client \_\_\_\_\_

**CONSENT FOR CLASSIFICATION OF COMMODITY**

With reference to the SEBI Circular No. SEBI/HO/CDMRD/DNPMP/CIR/P/2019/08 Dated, January 04,2019, In order to enhance transparency to the public in Commodity Derivatives Markets and also as recommended by Commodity Derivatives Advisory Committee (CDAC), we request your consent for each Commodity on Self Declaration basis for the following to report to Exchange.

Commodity	Farmers / FPOs	Value Chain Participants (VCPs)	Proprietary Traders	Domestic Financial Institutional Investors	Foreign Participants	Others (All other participants which cannot be classified in the 5 categories)
ALUMINIUM						<input type="checkbox"/>
BRASS						<input type="checkbox"/>
CARDAMOM						<input type="checkbox"/>
CASTORSEED						<input type="checkbox"/>
COPPER						<input type="checkbox"/>
COTTON						<input type="checkbox"/>
CRUPALMOIL						<input type="checkbox"/>
CRUDE OIL						<input type="checkbox"/>
GOLD						<input type="checkbox"/>
LEAD						<input type="checkbox"/>
MENTHAOIL						<input type="checkbox"/>
NATURALGAS						<input type="checkbox"/>
NICKEL						<input type="checkbox"/>
PEPPER						<input type="checkbox"/>
RBDPALM						<input type="checkbox"/>
SILVER						<input type="checkbox"/>
ZINC						<input type="checkbox"/>
KAPAS						<input type="checkbox"/>
MCXBULLDEX						<input type="checkbox"/>
MCXMETLDEX						<input type="checkbox"/>
RUBBER						<input type="checkbox"/>
MCXENRGDEX						<input type="checkbox"/>
COTTONCNDY						<input type="checkbox"/>
STEELREBAR						<input type="checkbox"/>
SUNOIL						<input type="checkbox"/>
COTTONOIL						<input type="checkbox"/>
REFSOYOIL						<input type="checkbox"/>
ELECTRCITY						<input type="checkbox"/>

# NA - Not Applicable

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

Client Code : \_\_\_\_\_

(26)  Signature of Client \_\_\_\_\_

**CONSENT FOR CLASSIFICATION OF COMMODITY**

With reference to the SEBI Circular No. SEBI/HO/CDMRD/DNPMP/CIR/P/2019/08 Dated, January 04,2019, In order to enhance transparency to the public in Commodity Derivatives Markets and also as recommended by Commodity Derivatives Advisory Committee (CDAC), we request your consent for each Commodity on Self Declaration basis for the following to report to Exchange.

Commodity	Farmers / FPOs	Value Chain Participants (VCPs)	Proprietary Traders	Domestic Financial Institutional Investors	Foreign Participants	Others (All other participants which cannot be classified in the 5 categories)
GOLDM						<input type="checkbox"/>
BRCRUDE						<input type="checkbox"/>
BRCRUDEM						<input type="checkbox"/>
XAUGOLD						<input type="checkbox"/>
DEGUMSYOIL						<input type="checkbox"/>
GOLD1G						<input type="checkbox"/>
SILVERM						<input type="checkbox"/>
CRUDEOIL						<input type="checkbox"/>
SILVERMIC						<input type="checkbox"/>
NATURALGAS						<input type="checkbox"/>
CRUDEOILM						<input type="checkbox"/>
NATGASMINI						<input type="checkbox"/>
ELECMBL						<input type="checkbox"/>
GOLDGUINEA						<input type="checkbox"/>
ALUMINI						<input type="checkbox"/>
ZINCMINI						<input type="checkbox"/>
LEADMINI						<input type="checkbox"/>

# NA - Not Applicable

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

Client Code : \_\_\_\_\_

(27)  Signature of Client \_\_\_\_\_

**RUNNING ACCOUNT AUTHORISATION**

- a. I would like to keep securities purchased by me with you as collateral for giving me exposure limits in my trading account/margin obligation. I authorize you not to transfer shares/securities purchased by me to my demat beneficiary account and keep them with yourselves. I also authorise you to pledge these shares/ securities/ Commodities with the Clearing Member/ Exchange/ Custodian, at your discretion. In case any of the shares/ securities/ Commodities are sold in subsequent settlements, you may take this as a standing instruction to adjust against my previous purchase positions in any of Exchanges.
- b. Whenever I require delivery of any shares/securities/ Commodities, I shall send you a request. I understand that such payout of securities will be made subject to your risk management policies.
- c. In case there is a debit balance in my account, you are authorized to sell at any point of time the shares/ securities/ Commodities held by me/held on my behalf, at your sole discretion. Any profit or loss made on such transactions will be to my account as it would have occurred on normal purchase/ sale made by me. I also agree to pay the balance amount, if any after deducting credit of sale of shares.
- d. I also request you not to issue cheques /make payments settlement wise unless specifically demanded by me, as pay-in and payout are very close and therefore exchange of cheque becomes unnecessary paper work.
- e. I/We understand and agree that no interest will be payable to me/us on the amounts or securities/ Commodities so retained with you.
- f. I further authorise you to set off/ adjust any of my debits/dues in any segment of any Exchange with credits of any other segment(s) of any Exchange(s) in my account within the period of settlement of my account (Securities and Funds) as opted by me.
- g. The Securities/ Commodities lying in client beneficiary account on my/our behalf and/or credit balances lying in my /our ledger account of any segments of any Exchanges can be considered as margin for the any segments of any Exchanges.
- h. I/We understand that this authorization shall remain valid until revoked by me/us. I/We undertake to clear all my dues arising during the validity of this authorization else the member shall recover all my/our dues in my/our ledger till date.
- i. I also note that I may revoke the authorisation at any time by giving you written notice to your office. I also undertake to clear all my dues to you before serving revocation of this authorisation else the member will recover all my dues in my ledger till date.
- j. I also undertake to bring any dispute arising from Statement of accounts or settlement so made to your notice within thirty working days from the date of receipt of funds/securities/ Commodities or Statement as the case may be.

I /We further wish to have settlement of my account (funds and securities):-

**(Tick any one option)**

Once in Quarter

Once in Month

I understand that settlement amount shall be subject to retention of requisite securities/ Commodities/ funds towards outstanding obligations and margins in my account calculated in the manner specified by SEBI/ Exchange and details mentioned in the "Statement of Account" at the time of settlement. I authorize you to send the statement of account on funds and securities/ Commodities as on the date of settlement to my e-mail id registered with you. I understand that I can obtain a copy of the same from your Head office.

(28)  Signature of Client \_\_\_\_\_

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

**AUTHORISATION TO SEND STATEMENT OF FUNDS & SECURITIES / COMMODITIES ETC. ELECTRONICALLY**

I/We authorise you to issue the statement of funds & securities / commodities, circulars, amendments, Client Registration Documents and such other documents in electronic mode in lieu of physical mode on my E-mail ID as given in KYC form and updated from time to time.

Any change in the E-mail ID shall be communicated by me / us in writing to your customer care department or through secured login available on your website.

Further, to my /our authority to you to issue Contract Notes in digital format I/We authorise you not to provide me/us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from the Contract Notes issued to us.

I/We authorize you to send periodic statements of funds and securities & margin statement etc. in digital format at my Email address unless I/We request you in writing to send them in paper form.

I/We hereby acknowledge that all the documents as send above by Aetram electronically will be considered as having delivered to me once the e-mail leaves the Aetram e-mail server unless the same is rejected by client e-mail server and bounced mail notification is not received by Aetram. I/We further agree that in the absence of communication from my/our end regarding non-receipt of documents through e-mail, or notification of any discrepancy within reasonable time from the date of issuance of digital contract note through e-mail, Aetram may construe that there is a deemed acknowledgement of the document(s) send to client electronically.

Non receipt of bounced mail notification by the member shall tantamount to delivery of the document.

(29)  Signature of Client \_\_\_\_\_

**DISCLOSURE BY MEMBER TO CLIENT UNDER PMLA 2002**

Dear Client,

**Subject: Prevention of Money Laundering**

Money laundering is a process of making dirty money clean. Money is moved around the financial system again and again in such manner that its origin gets hidden. It involves complex chain of activities whereby huge amount of money generated from illegitimate activities viz. selling of narcotic drugs, extortion, corruption, illicit dealing in weapons, human trafficking, etc. is put through a series of process so that it comes out at the other end as clean and legal money. Terrorist organizations encourage money laundering to support their illegal acts.

It is important to note that due to increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge the duties cast on us under the applicable laws or we becoming an instrumental or apart of the chain, even if unknowingly or ignorantly, may invite the trouble.

In order to fight against the money laundering and terrorist financing the Prevention of Money Laundering Act (PMLA) was brought into force w.e.f. July 1, 2005 in India. Guidelines were also issued in the context of the recommendations made by the Financial Action Task Force on anti- money laundering standards. Compliance with these standards has become imperative for international financial relations.

PMLA is applicable to every intermediary registered with SEBI, which includes a Commodity Brokers and any other intermediary associated with Commodities Market. As per the provisions of PMLA, the intermediaries are required to comply with Know Your Client (KYC) norms, conduct ongoing client due diligence to ensure that the activity being conducted in any account is consistent with the intermediary's knowledge of the client, its business and risk profile.

In light of the above, you are requested to provide the information or documents evidencing source of funds, income tax returns, bank records, demat holding, etc. at the time of registration as a client with us or subsequently whenever asked for during the course of your dealings with us.

**DISCLOSURE BY CLIENT UNDER PMLA 2002**

Client Name : \_\_\_\_\_

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

S.No.	Name	Entity Type	Nature of Business	Relationship	PAN

I/We hereby submit and agree to submit as the commitment every financial year the following documents to

**AETRAM TRADES PRIVATE LIMITED**

1. Audited Annual Accounts
2. Self attested copy of Income Tax Return or
3. Any other Financial information as requested by the **AETRAM TRADES PRIVATE LIMITED**

I/We further confirm that I/We invest in the Stock / Commodity Market with:

My/Our Owned Funds

Borrowed Funds from Bank/NBFC or

Borrowed Funds from others

I/We hereby declare that I/We am/are not doing any benami transactions in my/our account. I/We understand that in case of any Cash/ Suspicious/ Benami transactions being observed into my account, the Member may report the same to Director FIU-IND, New Delhi under the provisions of PMLA, 2002 and thereafter I/We will be liable for any enquiry or penalty which might be levy by the Regulatory Authority under the said Act.

(30)  Signature of Client \_\_\_\_\_**PRO TRADING INFORMATION**

This is to inform you that we do client based trading and Pro-account Trading in MCX, BSE &amp; NSE.

**CONSENT FORM FOR RECEIVING TRADE ALERTS THROUGH SMS AND / OR E-MAIL**

Exchanges :

 MCX  BSE  NSE

I/We, \_\_\_\_\_ a Client with AETRAM TRADES PRIVATE LIMITED undertake as follows :

I/We are aware that the Exchange(s) provides the details of the trades executed on its trading platform to the concerned clients / constituents through SMS and E-Mail alerts.

I/We are aware that the Member has to provide the trade details through SMS / E-Mail alerts for my convenience.

I/We here by confirm that I/We wish to receive the trade alerts through :

 SMS  E-Mail  SMS and E-Mail

I/We do not want to receive any transaction alerts, specify reason \_\_\_\_\_

The alerts should be sent on

Mobile Number : \_\_\_\_\_

E-Mail address : \_\_\_\_\_

I/We hereby agree to the terms and conditions specified by the Exchange(s) and circulars / clarifications issued by the Exchange(s) from time to time in this regard. I/We am/are aware that the receipt of SMS / E-Mail alerts on the above Mobile number and/or email address can be stopped only on my/our written request. I/We also aware that this is an additional facility provided by the Exchange(s) and I/We shall not solely rely or use such data for any purpose and the Exchange(s) shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

(31)  Signature of Client \_\_\_\_\_

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

Client Code : \_\_\_\_\_

**DECLARATION FOR UPDATING MOBILE NUMBER AND EMAIL ADDRESS FOR TRADING AND DEMAT ACCOUNT**  
(ONLY UNDER EXCEPTIONAL CIRCUMSTANCES)

**AETRAM TRADES PRIVATE LIMITED**

No.113-134 Unit No. 308, 3rd Floor, Beta Wing,  
Raheja Towers, Anna salai, Chennai, Tamil Nadu - 600 002. Contact : 044-4868 0008  
E-mail : info@aetramtrades.in Website : www.aetramtrades.in

I hereby confirm that the mobile number / email id provided by me as per KYC belongs to

Mobile	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Children <input type="checkbox"/> Dependent Parents
Email	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Children <input type="checkbox"/> Dependent Parents

I hereby confirm that the mobile number/email id provided by me has also been updated to my other family member accounts as given below. I request you to kindly update the same mobile number and/or E-mail ID to my trading and/or demat account also.

Client Code of the Family Member	Demat ID of the Family Member	Family* Members Name	Mobile Number	Email ID	Relationship with the Client

**“Family” for the purpose would mean self, spouse, dependent children and dependent parents**

I hereby declare that the changes are true and correct to the best my knowledge and belief. I further undertake to keep you informed about the changes in the mobile number/email id non-receipt of such updation may be construed that the above given mobile number/email id is valid and subsisting.

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.

(32)  Signature of Client \_\_\_\_\_

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

**DECLARATION FOR NAME MISMATCH**  
(TO BE FILLED IF THE NAME ON DOCUMENT IS DIFFERENT)

I Mr/Mrs/Ms. \_\_\_\_\_ desire to open a trading and demat account with you as per the name mentioned above. I, state and declare that my name has been mis-spelt / has variations as per the various documents given by me, for opening of Trading & Demat account with AETRAM TRADES PRIVATE LIMITED. Details of mismatch or variations in my name are as follows :

Name as per PAN Card/PAN Website : \_\_\_\_\_

Name as per Address Proof : \_\_\_\_\_

Name as per Bank Proof : \_\_\_\_\_

I hereby confirm that all the said name belongs to me. I hereby state and confirm that what is stated above is true and correct information.

I hereby agree and confirm that what is stated above is true and correct information. I hereby agree to indemnify and keep AETRAM TRADES PRIVATE LIMITED indemnified at all times from and against all costs, charges, damages, penalties (including reasonable attorney fees) suffered and/or incurred by AETRAM TRADES PRIVATE LIMITED for any act done or omitted to be done on the above declaration.

I further declare that there is no objection if any dividends / ECS is failed due to Name Mismatch with bank account.

(33)  Signature of Client \_\_\_\_\_

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

**CLIENT REGISTRATION FORM - MUTUAL FUND****MUTUAL FUND SERVICE SYSTEM FACILITY (MFSS) / BSE STAR MF CLIENT REGISTRATION FORM**

I/We am/are registered as your client \_\_\_\_\_ with above mentioned UDN No./ Client Code No \_\_\_\_\_ or the purpose of trading in the Capital Market Segment of BSE Ltd.

I/We am/are interested in availing the MFSS/BSE StAR MF Facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS/BSE StAR MF of the Exchange. For the purpose of availing the MFSS / BSE StAR MF facility, I/We state that Know Your Client details as submitted by me/us for the purpose of availing the MFSS / BSE StAR MF facility, I/We state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS/BSE StAR MF and I/We further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the circular dated December 02, 2009 (BSE) and as may be specified by the Exchange from time to time in this regard. I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India (SEBI) and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/We choose to subscribe/redeem. I/We further agree to abide by the terms and conditions , rules and regulations of the Mutual Fund Schemes.

I/We therefore request you to register me/us as your client for participating in the MFSS / BSE StAR MF.

I/We hereby confirm having read and understood the terms and conditions and disclosures provided overleaf.

(34)  Signature of Client \_\_\_\_\_

**DETAILS OF TERMS & CONDITIONS FOR THE INVESTOR / CLIENT FOR USING NEW MFSS FACILITY / BSE STAR MF PLATFORM****1.Pre - requisites for becoming Investor / Client for the New MFSS facility / BSE StAR MF platform**

- 1.1 The Client who is desirous of investing in units of Mutual Fund Schemes through the New MFSS/the BSE StAR MF.
- 1.2 The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant/the broker who is a Mutual Fund Intermediary (MFI) of the new MFSS/BSE StAR MF platform.
- 1.3 The Client has satisfied itself of the capacity of the Participant/MFI to deal in Mutual Fund units and wishes to execute its instruction through the Participant/MFI and the client shall from time to time continue to satisfy itself of such capability of the participant/MFI before executing trans acting through the Participant/MFI.
- 1.4 The Client has approached the Participant/MFI with the application for availing the new MFSS facility/BSE StAR MF platform.
- 1.5 The Client has submitted relevant KYC (Know Your Client) details to the Participants/MFIs.

**2. Terms and Conditions**

- 2.1 The client shall be bound by circulars/notices issued by BSE from time to time including the circulars issued by BSE since 2009 onwards and circulars issued thereafter and circulars issued under SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 2.2 The client shall notify the Participant/MFI in writing if there is any change in the information in the client registration form provided by the client to the Participant/MFI at the time registering as a client for participating in the new MFSS/StAR MF platform or any time thereafter.
- 2.3 The client shall submit to the Participant/MFI a completed application form in the manner prescribed format for the purpose of placing an order with the Participant/MFI.
- 2.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 2.5 The client shall be wholly responsible for all his investment decisions and instruction.
- 2.6 The client shall ensure continuous compliance with the requirements of BSE, SEBI and AMFI.
- 2.7 The client shall pay to the Participant/MFI fees 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 Participant/MFI renders to the Client.

**CLIENT REGISTRATION FORM - MUTUAL FUND****2. Terms and Conditions**

2.8 The client will furnish information to the Participant/MFI in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

2.9 In the event of non-performance of the obligation by the Participant/MFI, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of BSE or NSCCL/Indian Clearing Corporation LTD. (ICCL).

2.10 In case of any dispute between the Participants/MFIs and the investors arising out of the MFSS facility/BSE STAR MF platform, BSE and or ICCL agrees to extend the necessary support for the speedy redressal of the disputes.

**Declaration: I am fully aware that**

- I would need to keep clear balances in my linked Bank/DP accounts for the transaction to be processed.
- I have understood the terms and conditions attached herewith and agreed to the same.
- I have understood Aetram Trades Private Limited will place my order on a best effort basis.
- Mutual Fund Investments are subject to market risk, please read the Statement of Additional Information (SAI)/Offer document (OD)/Scheme Information Document (SID) carefully before investing.

**\*Aetram Trades Private Limited offers execution based services only.**

## RIGHTS AND OBLIGATIONS OF STOCK 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, 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.

### CLIENT INFORMATION

6. 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.
7. 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.
8. 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.
9. The stock 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

10. 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.
11. 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 obligated to pay (or entitled to receive) such further sums as the contract may dictate/require.

### TRANSACTIONS AND SETTLEMENTS

12. 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.
13. 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.

(35)  Signature of Client \_\_\_\_\_

## RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS AS PRESCRIBED BY SEBI AND STOCK EXCHANGES

### TRANSACTIONS AND SETTLEMENTS

14. 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.
15. 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).
16. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars /notices issued there under 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

17. 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

18. 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.
19. 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. 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

20. The stock broker shall provide the client with relevant contact details of the concerned Exchanges and SEBI.
21. 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.
22. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to conciliation/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.
23. The stock broker shall ensure faster settlement of any dispute through conciliation/arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the conciliation report/settlement agreement /arbitration awards made in such proceedings.
24. 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

25. 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.

## RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS AS PRESCRIBED BY SEBI AND STOCK EXCHANGES

### TERMINATION OF RELATIONSHIP

26. The stock 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.

### ADDITIONAL RIGHTS AND OBLIGATIONS

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. The stock broker / stock broker and depository participant shall not directly /indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

### ELECTRONIC CONTRACT NOTES (ECN)

35. 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.
36. 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.

## RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS AS PRESCRIBED BY SEBI AND STOCK EXCHANGES

### ELECTRONIC CONTRACT NOTES (ECN)

37. 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.
1. 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.
  2. 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 either a physical contract note to the client or an ECN through electronic instant messaging services within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
  3. 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

4. In addition to the specific rights set out in this document, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
  5. 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.
  6. The stock broker and the client shall abide by conciliation report/settlement agreement/arbitration award passed by the conciliator/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.
  7. 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.
  8. 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.
38. 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.

(36)  Signature of Client \_\_\_\_\_

## 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.

(37)  Signature of Client \_\_\_\_\_

## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

### 1.2 Risk of Lower Liquidity:

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.

## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

**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.

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

(38)  Signature of Client \_\_\_\_\_

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

### BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.bseindia.com](http://www.bseindia.com), [www.nseindia.com](http://www.nseindia.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.

(39)  Signature of Client \_\_\_\_\_

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

### TRANSACTIONS AND SETTLEMENTS

13. 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.

(40)  Signature of Client \_\_\_\_\_

**1. Policy for Penny Stock :**

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depending on the market condition and RMS policy of the company, the company reserves the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

**2. Setting up client's exposure limits:**

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.,) The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker 's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchanges /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 or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, as 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. We have margin based RMS system. Total deposits of the clients are uploaded in the system and client are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. The payout of securities will be released after considering all liabilities/obligations ( including unsettled transactions). Client may sell shares held by him in demat account, for which POA has been provided to stock broker, without giving margin. In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any due to shortage of margin.

**3. Applicable brokerage rate:**

Brokerage will be charged within the limits prescribed by SEBI/ Exchange(s).

**4. Imposition of penalty / delayed payment charges:**

Clients will be liable to pay late pay in/dealyed payment charges for not making payment of their payin / margin obligation on time as per the exchange requirement /schedule as the rate of mention 18% per annum instead of .01/% per day. Similarly the stock broker will also be liable to pay dealyed payment charges to the client for not making payment of their obligation on time, as per the Exchange requirement/ schedule at the rate of 0.1/% p.d. expect in the cases covered by the client to the stock broker. The client agrees that the stock broker may impose fines/penalties for any orders/trades/deals/actions of the client which are contrary to this agreement /rules/regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such rates and in such form as it may deem pay any fine or bear any punishment consequence of /in relation to any of the orders/ trades/deals/actions of the client, the same shall be borne by the client.

**5. The right to sell client's positions, without giving notice to the client, on account of non-payment of client's dues:**

without prejudice to the stock brokers other right (including the right to refer the matter to arbitration ), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, aganist the clients liabilities/obligations. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/closing out shall be charged to & borne by the client.In cases of securities lying in margin account/client beneficiary account and having corporate actions like bonus, stock split, right issue etc., for margin or other purpose the benefit of shares due to or received under bonus, stock split, right issue etc., will be given when the shares is actually received in the stock broker designated demat account. In case the payment of the margin/security is made by the client through a bank instrument, the stock broker shall be at liberty to give the realization of the funds form the said bank instrument etc., at the absolute discretion of the stock broker.

(41)  Signature of Client \_\_\_\_\_

**5. The right to sell client's positions, without giving notice to the client, on account of non-payment of client's dues:**

Where the margin/security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by any other method as the stock broker may deem fit in its absolute discretion. The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when mark to market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide re-quoted stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the Exchange(s).

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

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

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

- i. The short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to payin/ payout day. The securities delivered short are purchased from market on T+2 day and the purchase consideration ( inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisional 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 T+2 day or auction day on Exchange plus 10% where 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 auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the traded price from first trading day of the settlement till the auction day.

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

We have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their payin obligation outstanding debts.

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

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

**9. Deregistering 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 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 the client being a partnership firm, has any steps taken by the client and/or its partners for dissolution of the partnership.
- v. If the client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the stock broker.
- vi. 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.

**9. Deregistering a client:**

- vii. If the client is in breach of any term, condition or covenant of this agreement.
- viii. If the client has made any material misrepresentation of facts, including (without limitation) in relation to the security.
- ix. 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.
- x. If the client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- xi. 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.
- xii. If any covenant or warranty of the client is incorrect or untrue in any material respect.

**10. Policy on handling of Good Till Cancelled/Good Till Triggered Orders of Client:**

Aetram Trades enabled its clients to place Good Till Triggered (GTT) orders in all the trading platforms. Details of Good Till Triggered orders of similar type provided by member including its validity.

GTT is a feature that allows you to set a trigger price. When the trigger price is hit on a future date, a limit order will be placed on the exchange based on the limit price and preset conditions specified by you.

The trigger set on GTT is valid only once. When the trigger price is hit and your GTT order is placed on the exchange but it is not executed for any reason, the order will be cancelled at the end of the market close. If required, the client will need to place the GTT order again.

In a GTT order, if the LTP jumps higher than the trigger price, your order will be placed at the selected limit price.

All GTT orders are valid for 365 days unless cancelled by the client. If the order is not triggered within this period, it will be automatically cancelled on the 366th day.

**11. Connectivity:**

Trading in Exchange is in electronic mode, based on VSAT, leased line, ISDN, modem and VPN, combination of technologies and computer systems to place and route orders. I/We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

**12. Client acceptance of policies and procedures stated herein above:**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances whatsoever. These policies and procedures may be amended/changed unilaterally by the broker, provided the changes is informed to me/us with through any one or more means or methods. 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.

(42)  Signature of Client \_\_\_\_\_

**13. Inactive Client Account:**

Aetram Trades Private limited identifies such client codes / trading accounts that are inoperative for a minimum period of preceding 24 months i.e. no trades have been carried out since last 24 months across all Exchanges.

The inactive accounts identified based on the below criteria shall be flagged as 'Inactive' by the AETRAM in UCC database of all the respective Exchanges.

In case of Inactive Trading Account, the term inactive account refers to such account wherein any of below mentioned activities has not been carried out by client since last 24 (Twenty-Four) months:


- i. Trading or participation in OFS/buy-back/Open Offer across any of the exchanges/segments\* of the exchanges through the same Member or  
\*Cash/Equity Derivative/ Currency Derivative/ Commodities Derivative/EGR /Debt/Online Bond Platform/ Execution Only Platform /Any other segment as may be allowed by SEBI/stock exchanges from time to time.
- ii. Transaction in nature of applying/subscribing IPOs (where the IPO bid is successful & not cancelled)/SGBs/Mutual Funds (lumpsum investment or investments through successful SIP instalment payments) on the Mutual Fund platform of the stock exchanges through the same Member or
- iii. Modification/updation of e-mail Id/Mobile Number/Address in KYC record of client through the same Member and the same has been uploaded to KRA to ensure Validated/Registered status.

Accordingly, such trading accounts are made inactive in the trading System and the client is informed about the status of his trading account maintained with AETRAM via email/letter/SMS or by way of any other mode. Such trading Accounts shall also be marked "inactive / dormant" in UCC database of Exchanges where such clients details are updated.

For re-activation of such trading account, the client shall be required to submit all necessary information / documents with regard to updation of his / their KYC details.

Upon reactivation, the client is informed about the status of his/their trading account via email/letter/SMS or by way of any other mode. Upon re-activation the stock broker may execute the order on behalf and as per instructions of clients after updating the UCC status in Exchanges.

AETRAM upon verifying / carrying out due diligence at its end may activate clients trading code in the Trading System.

(43)  Signature of Client \_\_\_\_\_

## RISK DISCLOSURE DOCUMENT - COMMODITIES

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange 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 member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

### **1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.**

#### **i. Risk of Higher Volatility**

Volatility refers to the dynamic changes in price that a commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

#### **ii. Risk of Lower Liquidity**

- a. Liquidity refers to the ability of market participants to buy and/or sell commodity derivative contract 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative 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.
- b. Buying/ selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

(44)  Signature of Client \_\_\_\_\_

## RISK DISCLOSURE DOCUMENT - COMMODITIES

### iii. Risk of Wider Spreads

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

### iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "Stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. 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 commodity derivatives contract.
- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 contract might penetrate the predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

### v. Risk of News Announcements

- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

### vi. Risk of Rumours

- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

### vii. System Risk

- a. 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.
- b. 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 execution of order and its confirmation.
- c. 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any reason.

### viii. System/Network Congestion

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

## RISK DISCLOSURE DOCUMENT - COMMODITIES

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

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

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close-Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the Member.

**4. GENERAL**

**i. Deposited cash and property:**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

**ii. Commission and other charges:**

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

iii. For rights and obligations of the Members/Authorized Persons/ Clients, please refer to Annexure - 3.

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

**RISK DISCLOSURE DOCUMENT - COMMODITIES****ADDITIONAL RISK DISCLOSURE DOCUMENTS FOR OPTIONS TRADING****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. The risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his options 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.

**Risk of Option Writers**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other 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.

(45)  Signature of Client \_\_\_\_\_

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES**

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ SEBI and circulars/notices issued there under from time to time.
  2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules 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 himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
  4. The Member 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 Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
  6. Requirements of professional diligence
    - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
    - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with -
      - i. honest market practice;
      - ii. the principle of good faith;
      - iii. level of knowledge, experience and expertise of the Client;
      - iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
      - v. the extent of dependence of the Client on the Member.
- \*Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
  9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
  10. The client shall immediately notify the Member 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 Member on a periodic basis.
  11. A. Protection from unfair terms in financial contracts\*\*
    - a. An unfair term of a non-negotiated contract will be void.
    - b. A term is unfair if it -
      - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
      - ii. is not reasonably necessary to protect the legitimate interests of the Member.
- \*\*contracts offered by commodity exchanges**

(46)  Signature of Client \_\_\_\_\_

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES**

- c.
    - iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
    - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
  - d. A term is transparent if it –
    - i. is expressed in reasonably plain language that is likely to be understood by the Client;
    - ii. is legible and presented clearly; and
    - iii. is readily available to the Client affected by the term.
  - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
11. B.
- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.c (given below) are not negotiated between the parties to the financial contract and includes -
    - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
    - ii. a standard form contract.
  - b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
  - c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by -
    - i. an overall and substantial assessment of the financial contract; and
    - ii. the substantial circumstances surrounding the financial contract
  - d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.
11. C.
- a. The above does not apply to a term of a financial contract if it -
    - i. defines the subject matter of the financial contract;
    - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
    - iii. is required, or expressly permitted, under any law or regulations.
  - b. The exemption under point 11.C. does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
12. The Member and Authorized Person 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 Member may so disclose information about his client to any person or authority with the express permission of the client.
13. A. Protection of personal information and confidentiality
- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes -
    - i. name and contact information;
    - ii. biometric information, in case of individuals
    - iii. information relating to transactions in, or holdings of, financial products
    - iv. information relating to the use of financial services; or
    - v. such other information as may be specified.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES**

13. B.

a. A member must -

- i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
- ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
- iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
- iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
- v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

b. A member may disclose personal information relating to a Client to a third party only if -

- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent ;
- ii. the Client has directed the disclosure to be made;
- iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the client is given an opportunity to represent under such law or regulations against such disclosure;
- iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member -
  - 1. informs the Client in advance that the personal information may be shared with a third party; and
  - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-

c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

14. A. Requirement of fair disclosure both initially and on continuing basis

a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.

b. In order to constitute fair disclosure, the information must be provided -

- i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
- ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
- iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.

c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding -

- i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
- ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES

- iii. existence, exclusion or effect of any term in the financial product or financial contract;
- iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
- v. contact details of the Member and the methods of communication to be used between the Member and the Client;
- vi. rights of the Client to rescind a financial contract within a specified period; or
- vii. rights of the Client under any law or regulations.

### 14. B.

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures -
  - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.
- b. A continuing disclosure must be made
  - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

### MARGINS

- 15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- 16. 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

- 17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 18. The Member 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 commodity exchange where the trade is executed.
- 19. The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
- 20. 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, Member shall be entitled to cancel the respective contract(s) with client(s).
- 21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES

### BROKERAGE

22. The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

### LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member 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.
24. 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 commodities which the client has ordered to be bought or sold, Member 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/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

### DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued there under as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each member to have an effective grievance redress mechanism which is accessible to all its Clients
- a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
  - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of -
    - i. the Client 's right to seek redress for any complaints; and
    - ii. the processes followed by the Member to receive and redress complaints from its Clients.
29. A. Suitability of advice for the Client
- Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Clients financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.
- a. A Member must -
    - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
    - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
  - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
  - c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member -
    - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES

- c. ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

### 30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client interests.

a. A Member must -

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between -

1. its own interests and the interests of the Client; or
2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

b. The information under point 16 a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.

c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

### TERMINATION OF RELATIONSHIP

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
32. The Member, Authorized Person 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.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, 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 Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

### ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES**

**ADDITIONAL RIGHTS AND OBLIGATIONS**

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on 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.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities 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.
38. The Member shall send margin statements to the clients on daily basis. 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, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
  - a. Unfair conduct in relation to financial products or financial services is prohibited.
  - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes -
    - i. misleading conduct under point 41.B
    - ii. abusive conduct under point 41.C
    - iii. such other conduct as may be specified.
41. B.
  - a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves -
    - i. providing the Client with inaccurate information or information that the Member of financial representative does not believe to be true; or
    - ii. providing accurate information to the Client in a manner that is deceptive.
  - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" -
    - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
    - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
    - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
    - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
    - vi. the rights of the Client under any law or regulations.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES**

41. C.

- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it -
- i. involves the use of coercion or undue influence; and
  - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered -
- i. the timing, location, nature or persistence of the conduct;
  - ii. the use of threatening or abusive language or behaviour;
  - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
  - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including -
  - v. the right to terminate the financial contract;
  - vi. the right to switch to another financial product or another Member and
  - vii. a threat to take any action, depending on the circumstances in which the threat is made.

**ELECTRONIC CONTRACT NOTES (ECN)**

42. 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.
43. The Member 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.
44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
45. The Member 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.
46. The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member 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.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS AS PRESCRIBED BY SEBI AND COMMODITY EXCHANGES****LAW AND JURISDICTION**

48. In addition to the specific rights set out in this document, the Member, Authorized Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
49. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
50. The Member 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, if either party is not satisfied with the arbitration award.
51. 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/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.
52. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/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.
53. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity 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.
54. Members are required to send account statement to their clients every month.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS 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. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/-commodities 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 commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member'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 Member'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/ commodities 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 Member.
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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/ commodities 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 Member 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 Member 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 Member and the Exchange do not make any representation or warranty that the Member'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 Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

(47)  Signature of Client \_\_\_\_\_

## GUIDANCE NOTE - DO'S AND DON'TS FOR THE CLIENTS

### Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link <https://www.mcxindia.com/membership/notice-board/Member-AP-Details> to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard "Know Your Client (KYC)' form before you commence trading.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <http://www.mcxindia.com/en/login>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:

(48)  Signature of Client \_\_\_\_\_

## GUIDANCE NOTE - DO'S AND DON'TS FOR THE CLIENTS

### Do's

24.
  - 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. You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c. In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d. Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your Member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

### Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.

(49)  Signature of Client \_\_\_\_\_

**1. Refusal of orders for illiquid Commodity:**

The Commodity broker may from time to time limit (quantity/value) / refuse orders in one or more commodities due to various reasons including market liquidity, value of commodity(ies), the order being for commodities which are not in the permitted list of the Commodity broker / exchanges(s) /SEBI. Provided further that Commodity broker may required compulsory settlement / advance payment of expected settlement value 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 Commodity broker may require reconfirmation of orders, which are larger than that specified by the Commodity broker's risk management, and is also aware that the Commodity broker has the discretion to reject the execution of such orders based on its risk perception.

**2. Setting up Client's exposure limits:**

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

The client further agrees that the Commodity broker may at orders or trade in Commodities through the Commodity 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 limits set by Commodity broker/ exchange / SEBI and any other reasons which the Commodity broker may deem appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or delay caused by such review, shall be borne exclusively by the client alone.

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

The Commodity broker have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.

**4. Applicable brokerage rate:**

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

**5. Imposition of penalty / delayed payment charges:**

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. Similarly the commodity broker will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time, as per the exchange requirement/schedule at the rate of 2% p.m., except in the cases covered by the "Running Account Authorisation" given by the client to the commodity broker which will be levied after 5 working days from the date of obligation.

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

(50)  Signature of Client \_\_\_\_\_

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

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

The Commodity broker shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to default seller and compensate the impacted purchaser as per the policy. The current procedure for internal auction may be amended from time to time with prospective effect.

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

The Commodity broker maintains centralized banking handling processes and relating banking and depository accounts at designated place. The client shall ensure timely availability of funds in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds. The Commodity broker shall not be responsible for any claim/ loss/ damage arising out of non availability of funds by the client in the designated account (s) of the Commodity broker for meeting the pay in obligation of either funds. If the client give orders/trades in the anticipation of the required commodities being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of funds for pay in for any reason whatsoever including but not limited to any delays/shortages at the exchange or Commodity broker level/ non release of margin by the Commodity broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square off/ closing outs etc. , shall be solely to the account of the client and the client agrees not to hold the Commodity broker responsible for the same in any form or manner whatsoever.

The Commodity broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions commodities at the pre-defined square off time or when Mark to Market loss (M-T-M) reaches the speculated % or margin available with the broker is not sufficient to cover the risk or the client have not taken any steps either to replenish the margin or reduce the Mark to Market loss.

The Commodity broker will have the sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (ie. short /long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs, in addition to this, the client will have to pay penalties and charges levied by the exchange in actual and losses. If any without prejudice to the foregoing, the client shall also be solely liable for all any penalties and charges levied by the exchange(s).

**8. Temporarily suspending (dormant accounts) or closing a client's account at the client's request:**

If an account is inactive for 12 months and more, the accounts are designed as dormant accounts. Also the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement. Same procedure is followed for reactivation of dormant accounts.

**9. Deregistering a client:**

Notwithstanding anything to the contrary stated in the agreement, the commodity 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 commodities or disturb the normal/proper functioning of commodities 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 the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- v. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the commodity broker;

**9. Deregistering a client:**

- vi. 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;
- vii. If the Client is in breach of any term, condition or covenant of this Agreement;
- viii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the commodity;
- ix. 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;
- x. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- xi. 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;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

**10. Policy on handling of Good Till Cancelled/Good Till Triggered Orders of Client:**

Aetram Trades enabled its clients to place Good Till Triggered (GTT) orders in all the trading platforms. Details of Good Till Triggered orders of similar type provided by member including its validity.

GTT is a feature that allows you to set a trigger price. When the trigger price is hit on a future date, a limit order will be placed on the exchange based on the limit price and preset conditions specified by you.

The trigger set on GTT is valid only once. When the trigger price is hit and your GTT order is placed on the exchange but it is not executed for any reason, the order will be cancelled at the end of the market close. If required, the client will need to place the GTT order again.

In a GTT order, if the LTP jumps higher than the trigger price, your order will be placed at the selected limit price.

All GTT orders are valid for 365 days unless cancelled by the client. If the order is not triggered within this period, it will be automatically cancelled on the 366th day.

**11.Connectivity:**

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. Client understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in broker back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond broker control and may result in delay in processing or not processing buy or sell Orders either in part or in full. Client shall be fully liable and responsible for any such problem/fault.

**12. Client Acceptance of Policies and Procedures stated herein above:**

Client have fully understood the same and agree not to call into question the validity, enforce ability and applicability of any provision/clauses this document any circumstances whatsoever. These Policies and Procedures may be amended / changed unilaterally by the commodity broker, provided the change is informed to client with through any one or more means or methods.

Client 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 and shall be compulsorily referred to while deciding any dispute / difference or claim between client and commodity broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

(51)  Signature of Client \_\_\_\_\_

**13. Inactive Client Account:**

Aetram Trades Private limited identifies such client codes / trading accounts that are inoperative for a minimum period of preceding 24 months i.e. no trades have been carried out since last 24 months across all Exchanges.

The inactive accounts identified based on the below criteria shall be flagged as 'Inactive' by the AETRAM in UCC database of all the respective Exchanges.

In case of Inactive Trading Account, the term inactive account refers to such account wherein any of below mentioned activities has not been carried out by client since last 24 (Twenty-Four) months:

- i. Trading or participation in OFS/buy-back/Open Offer across any of the exchanges/segments\* of the exchanges through the same Member or  
\*Cash/Equity Derivative/ Currency Derivative/ Commodities Derivative/EGR /Debt/Online Bond Platform/ Execution Only Platform /Any other segment as may be allowed by SEBI/stock exchanges from time to time.
- ii. Transaction in nature of applying/subscribing IPOs (where the IPO bid is successful & not cancelled)/SGBs/Mutual Funds (lumpsum investment or investments through successful SIP instalment payments) on the Mutual Fund platform of the stock exchanges through the same Member or
- iii. Modification/updation of e-mail Id/Mobile Number/Address in KYC record of client through the same Member and the same has been uploaded to KRA to ensure Validated/Registered status.

Accordingly, such trading accounts are made inactive in the trading System and the client is informed about the status of his trading account maintained with AETRAM via email/letter/SMS or by way of any other mode. Such trading Accounts shall also be marked "inactive / dormant" in UCC database of Exchanges where such clients details are updated.

For re-activation of such trading account, the client shall be required to submit all necessary information / documents with regard to updation of his / their KYC details.

Upon reactivation, the client is informed about the status of his/their trading account via email/letter/SMS or by way of any other mode. Upon re-activation the stock broker may execute the order on behalf and as per instructions of clients after updating the UCC status in Exchanges.

AETRAM upon verifying / carrying out due diligence at its end may activate clients trading code in the Trading System.

(52)  Signature of Client \_\_\_\_\_

**MOST IMPORTANT TERMS AND CONDITIONS (MITC)  
(FOR NON-CUSTODIAL SETTLED TRADING ACCOUNTS)**

1. Your trading account has a 'Unique Client Code' (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. Income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/Stock exchanges for participation in such schemes.

(53)  Signature of Client \_\_\_\_\_

**CKYCR DOWNLOAD CONSENT FORM**

Date 


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

**Dear Sir/Madam**

I \_\_\_\_\_ S/o / D/o / W/o \_\_\_\_\_ give my consent to download my KYC Records from the Central KYC Registry (CKYCR), only for the purpose of verification of my identity and address from the database of CKYCR Registry.

I understand that my KYC Record includes my KYC Records / Personal information such as my name, address, date of birth, PAN number etc.

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

(54)  Signature of Client \_\_\_\_\_

**SEGMENT OPTOUT FORM**

Date 

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

To,  
Manager  
KYC Department,  
**AETRAM TRADES PRIVATE LIMITED**

Subject : **Request for Opting - Out of Trading segment**


Client Code : \_\_\_\_\_

Dear Sir,

I hereby confirm that I wish to Opt-Out of below segment in my trading account and I am fully aware that I need to provide the consent letter for activating the selected segment in future.

Sr. No	Exchange	Segment

**With regards**

(55)  Signature of Client \_\_\_\_\_

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

## INVESTOR CHARTER – STOCK BROKERS

### 1. Vision

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

### 2. Mission

- i. To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii. To establish and maintain a relationship of trust and ethics with the investors.
- iii. To observe highest standard of compliances and transparency.
- iv. To always keep 'protection of investors' interest' as goal while providing service.
- v. To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

### 3. Services provided to Investors by stockbrokers include

- i. Execution of trades on behalf of investors.
- ii. Issuance of Contract Notes.
- iii. Issuance of intimations regarding margin due payments.
- iv. Facilitate execution of early pay-in obligation instructions.
- v. Periodic Settlement of client's funds.
- vi. Issuance of retention statement of funds at the time of settlement.
- vii. Risk management systems to mitigate operational and market risk.
- viii. Facilitate client profile changes in the system as instructed by the client.
- ix. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
- x. Provide a copy of Rights & Obligations document to the client.
- xi. Communicating Most Important terms and Conditions (MITC) to the client.
- xii. Redressal of Investor's grievances.

### 4. Rights of Investors

- i. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
- ii. Receive complete information about the risks, obligations, and costs of any investment before investing.
- iii. Receive a copy of all completed account forms and rights & obligation document.
- iv. Receive a copy of 'Most Important Terms & Conditions' (MITC).
- v. Receive account statements that are accurate and understandable.
- vi. Understand the terms and conditions of transactions you undertake.
- vii. Access your funds in a prescribed manner and receive information about any restrictions or limitations on access.
- viii. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.
- ix. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt attention to and fair consideration of your concerns.
- x. Close your zero balance accounts online with minimal documentation
- xi. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account

(56)  Signature of Client \_\_\_\_\_

## INVESTOR CHARTER – STOCK BROKERS

### 4. Rights of Investors

- xii. Not be discriminated against in terms of services offered to equivalent clients
- xiii. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place
- xiv. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place
- xv. Trade in derivatives after submission of relevant financial documents to the broker subject to brokers' adequate due diligence.
- xvi. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place
- xvii. Get access to products and services in a suitable manner even if differently abled
- xviii. Get access to educational materials of the MIs and brokers
- xix. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms
- xx. Deal with one or more stockbrokers of your choice without any compulsion of minimum business
- xxi. Have access to the escalation matrix for communication with the broker
- xxii. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.

### 5. Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1	KYC entered into KRA System and CKYCR	3 working days of account opening
2	Client Onboarding	Immediate, but not later than one week
3	Order execution	Immediate on receipt of order, but not later than the same day
4	Allocation of Unique Client Code	Before trading
5	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6	Issuance of contract notes	24 hours of execution of trades
7	Collection of upfront margin from client	Before initiation of trade
8	Issuance of intimations regarding other margin due payments	At the end of the T day
9	Settlement of client funds	First Friday/Saturday of the month / quarter as per Exchange pre-announced schedule
10	'Statement of Accounts' for Funds, Securities and Commodities	Monthly basis
11	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12	Issuance of Annual Global Statement	30 days from the end of the financial year
13	Investor grievances redressal	21 calendar days from the receipt of the complaint

## INVESTOR CHARTER – STOCK BROKERS

### 6. DOs and DON'Ts for Investors

DOs		DON'Ts	
1	Read all documents and conditions being agreed before signing the account opening form.	1	Do not deal with unregistered stock broker.
2	Receive a copy of KYC, copy of account opening documents and Unique Client Code.	2	Do not forget to strike off blanks in your account opening and KYC.
3	Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes.	3	Do not submit an incomplete account opening and KYC form.
4	Receive all information about brokerage, fees and other charges levied.	4	Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.
5	Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.	5	Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.
6	If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted.	6	Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.
7	Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades.	7	Do not opt for digital contracts, if not familiar with computers.
8	Receive funds and securities/ commodities on time, as prescribed by SEBI or exchange from time to time.	8	Do not share trading password.
9	Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.	9	Do not fall prey to fixed / guaranteed returns schemes.
10	Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (Monthly or Quarterly).	10	Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.
11	In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.	11	Do not follow herd mentality for investments. Seek expert and professional advice for your investments.
12	Retain documents for trading activity as it helps in resolving disputes, if they arise.		

Additionally, Investors may refer to Dos and Don'ts issued by Mills on their respective websites from time to time.

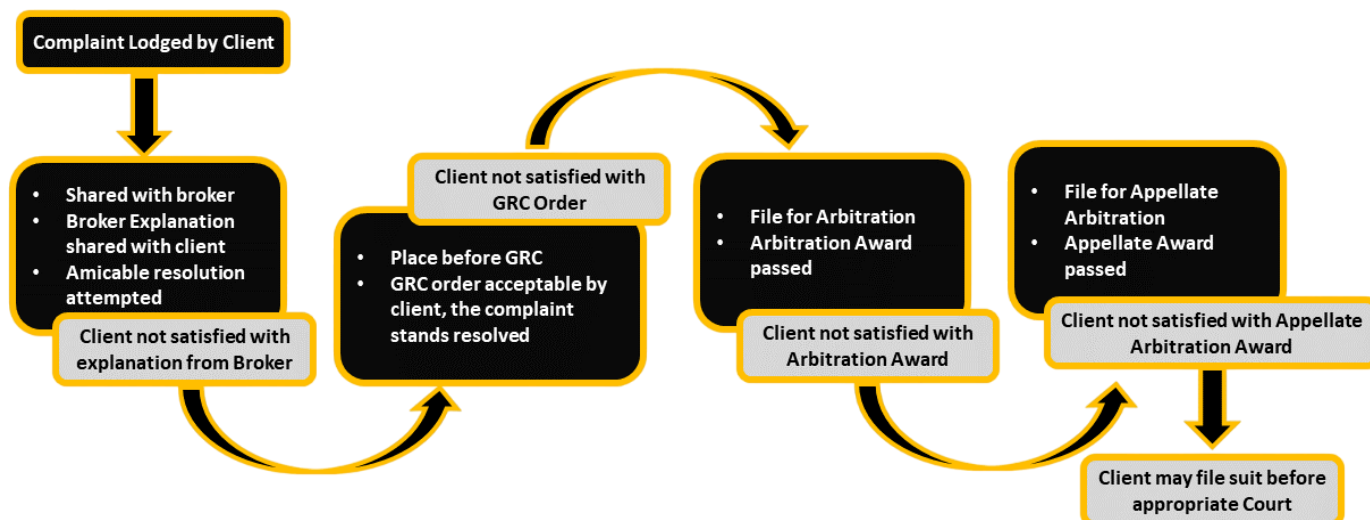
## INVESTOR CHARTER – STOCK BROKERS

### 7. Grievance Redressal Mechanism

The process of investor grievance redressal is as follows:

1. Investor complaint/Grievances	<p>Investor can lodge complaint/grievance against stock broker in the following ways:</p> <p><u>Mode of filing the complaint with stock broker</u></p> <p>Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance</p> <p><u>Mode of filing the complaint with stock exchanges</u></p> <p>i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI)  <a href="https://scores.sebi.gov.in/">https://scores.sebi.gov.in/</a></p> <p><u>Two level review for complaint/grievance against stock broker:</u></p> <ul style="list-style-type: none"> <li>• First review done by Designated body/Exchange</li> <li>• Second review done by SEBI</li> </ul> <p>ii. Emails to designated email IDs of Exchange</p>
2. Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	<p>If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through online conciliation or arbitration.</p>
3. Steps to be followed in ODR for Review, Conciliation and Arbitration	<ol style="list-style-type: none"> <li>1. Investor to approach Market Participant for redressal of complaint</li> <li>2. If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options:             <ol style="list-style-type: none"> <li>i. May escalate the complaint on SEBI SCORES portal.</li> <li>ii. May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</li> </ol> </li> <li>3. Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavor to resolve the matter between the Market Participant and investor within 21 days.</li> <li>4. If the matter could not be amicably resolved, then the matter shall be referred for conciliation.</li> <li>5. During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator with consent of the parties to dispute.</li> <li>6. If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>7. The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.</li> </ol>

## INVESTOR CHARTER – STOCK BROKERS



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

#### Default of TM/CM

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

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

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

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.
- Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers
- Claim processing policy against Defaulter/Expelled members
- List of Defaulter/Expelled members and public notice issued

(57)  Signature of Client \_\_\_\_\_

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 1. **VISION**

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

### 2. **MISSION**

- To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights.

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


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


### 4. **Description of services provided by the Depository through Depository Participants (DPs) to investors**

#### (1) Basic Services

Sr.No.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
1	Dematerialization of securities	7 days
2	Rematerialization of securities	7 days
3	Mutual Fund Conversion / Destatementization	5 days
4	Re-conversion / Restatementisation of Mutual fund units	7 days
5	Transmission of securities	7 days
6	Registering pledge request	15 days
7	Closure of demat account	2 days
8	Settlement Instruction	<p>For T+1 day settlements, Participants shall accept instructions from the Clients, in physical form up to 4 p.m. (in case of electronic instructions up to 6.00 p.m.) on T day for pay-in of securities.</p> <p>For T+0 day settlements, Participants shall accept EPI instructions from the clients, till 11:00 AM on T day.</p> <p>Note: 'T' refers 'Trade Day'</p>

Signatures (58) 

(58a) 

(58b) 

\_\_\_\_\_  
Sole / First Holder

\_\_\_\_\_  
Second Holder

\_\_\_\_\_  
Third Holder

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

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

Sr.No.	Types of Activity/Service	Brief about the Activity / Service
1	Value Added Services	Depositories also provide value added services such as
	a. Basic Services Demat Account(BSDA)	The facility of BSDA with limited services for eligible individuals was introduced with the objective of achieving wider financial inclusion and to encourage holding of demat accounts. No Annual Maintenance Charges (AMC) shall be levied, if the value of securities holding is upto Rs.4,00,000. For value of holdings between Rs.4,00,001-10,00,000, AMC not exceeding Rs.100 is chargeable.
	b. Transposition cum dematerialization	In case of transposition-cum-dematerialisation, client can get securities dematerialised in the same account if the names appearing on the certificates match with the names in which the account has been opened but are in a different order. The same may be done by submitting the security certificates along with the Transposition Form and Demat Request Form.
	c. Linkages with Clearing System	For actual delivery of securities to the clearing system from the selling brokers and delivery of securities from the clearing system to the buying broker.
	d. Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc.	
2	Consolidated Account statement (CAS)	CAS is issued 10 days from the end of the month (if there were transactions in the previous month) or half yearly(if no transactions) .
3	Digitalization of services provided by the depositories	Depositories offer below technology solutions and e-facilities to their demat account holders through DPs:
	a. E-account opening	Account opening through digital mode, popularly known as "On-line Account opening", wherein investor intending to open the demat account can visit DP website, fill in the required information, submit the required documents, conduct video IPV and demat account gets opened without visiting DPs office.
	b. Online instructions for execution	Online instructions for execution internet-enabled services like Speed-e (NSDL) & Easiest (CDSL) empower a demat account holder in managing his/her securities 'anytime-anywhere' in an efficient and convenient manner and submit instructions online without the need to use paper. These facilities allows Beneficial Owner (BO) to submit transfer instructions and pledge instructions including margin pledge from their demat account. The instruction facilities are also available on mobile applications through android, windows and IOS platforms.

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

Sr.No.	Types of Activity/Service	Brief about the Activity / Service
3	c. e-DIS / Demat Gateway	Investors can give instructions for transfer of securities through e-DIS apart from physical DIS. Here, for on-market transfer of securities, investors need to provide settlement number along with the ISIN and quantity of securities being authorized for transfer. Client shall be required to authorize each e-DIS valid for a single settlement number / settlement date, by way of OTP and PIN/password, both generated at Depositories end. Necessary risk containment measures are being adopted by Depositories in this regard.
	d. e-CAS facility	Consolidated Account Statements are available online and could also be accessed through mobile app to facilitate the investors to view their holdings in demat form.
	e. Miscellaneous services	Transaction alerts through SMS, e-locker facilities, chatbots for instantaneously responding to investor queries etc. have also been developed.

### 5. Details of Grievance Redressal Mechanism

#### (1) The Process of investor grievance redressal

1	Investor Complaint/ Grievances	<p>Investor can lodge complaint/ grievance against the Depository/DP in the following ways:</p> <p><b>a) Electronic mode :</b></p> <p>i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI)  <a href="https://scores.sebi.gov.in/">[https://scores.sebi.gov.in/]</a>            Two Level Review for complaint/grievance against DP:            - First review done by Designated Body            - Second review done by SEBI</p> <p>ii. Respective Depository's web portal dedicated for the filing of complaint  <a href="https://www.cdslindia.com/Footer/grievances.aspx">[https://www.cdslindia.com/Footer/grievances.aspx]</a></p> <p>iii. Emails to designated email IDs of Depository            [CDSL - <a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a>]</p> <p><b>b) Offline mode :</b>            The complaints/ grievances lodged directly with the Depository shall be resolved within 21 days.</p>
2	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	<p>If the Investor is not satisfied with the resolution provided by DP or other Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through by online conciliation or arbitration.</p> <p>SMART ODR - <a href="https://smartodr.in/login">https://smartodr.in/login</a></p>

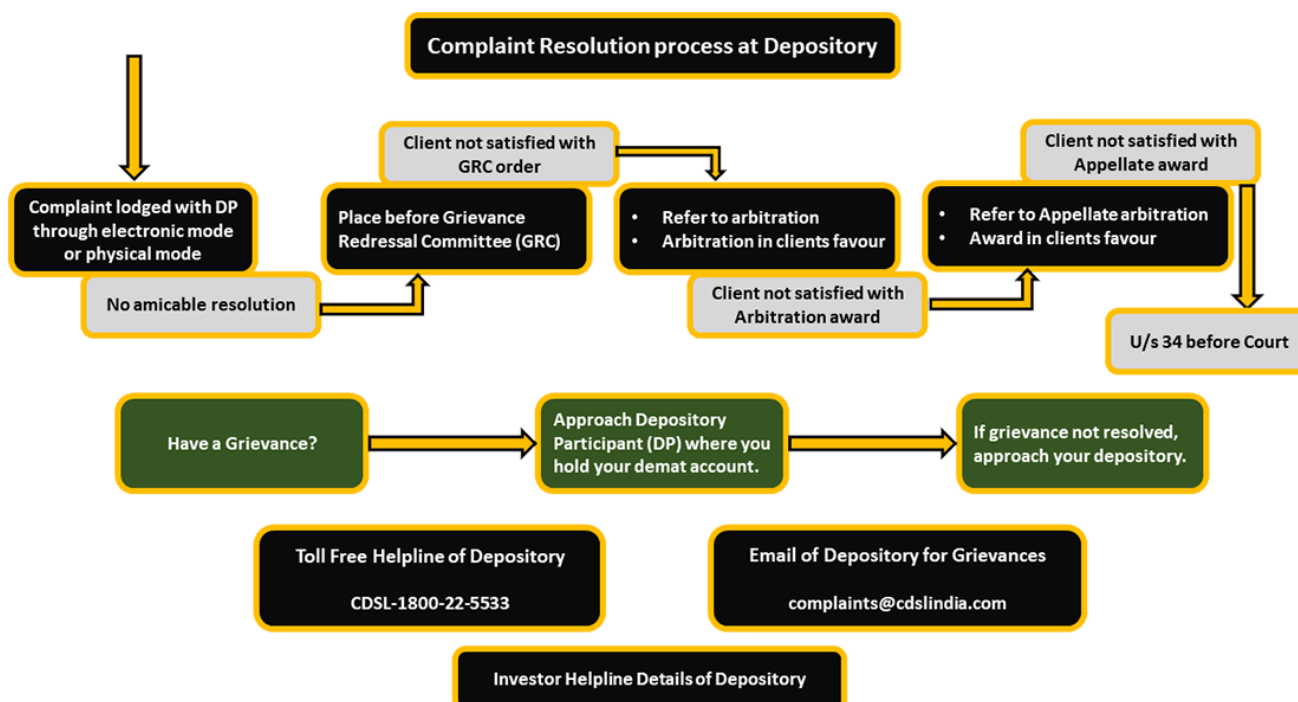
## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 5. Details of Grievance Redressal Mechanism

#### (1) The Process of investor grievance redressal

<p>Steps to be followed in ODR for 3 Review, Conciliation, and Arbitration</p>	<ul style="list-style-type: none"> <li>• Investor to approach Market Participant for redressal of complaint.</li> <li>• If the investor is not satisfied with the response of the Market Participant, he/she can escalate the complaint on the SEBI SCORES portal.</li> <li>• Alternatively, the investor may also file a complaint on the SMARTODR portal for its resolution through online conciliation and arbitration.</li> <li>• Upon receipt of the complaint on the SMARTODR portal, the relevant MII will review the matter and endeavor to resolve it between the Market Participant and investor within 21 days.</li> <li>• If the matter could not be amicably resolved, then the investor may request the MII to refer the case for conciliation.</li> <li>• During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended by 10 days by the conciliator.</li> <li>• If conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>• The arbitration process should be concluded by the arbitrator(s) within 30 days, extendable by another 30 days.</li> </ul>
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#### (2) Illustration of New Grievance Redressal System: The flow-chart of New Grievance Redressal System.



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

Sr.No	Type of special circumstances	Timelines for the Activity/ Service
1	<ul style="list-style-type: none"> <li>• Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</li> <li>• Participant surrenders the participation by its own wish.</li> </ul>	Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 7. Dos and Don'ts for Investors

Sr.No	Guidance
1	Always deal with a SEBI registered Depository Participant for opening a demat account.
2	Read all the documents carefully before signing them.
3	Before granting Power of attorney to operate your demat account to an intermediary like Stock Broker, Portfolio Management Services (PMS) etc., carefully examine the scope and implications of powers being granted.
4	Always make payments to registered intermediary using banking channels. No payment should be made in name of employee of intermediary.
5	<ul style="list-style-type: none"> <li>Accept the Delivery Instruction Slip (DIS) book from your DP only (pre- printed with a serial number along with your Client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS slips.</li> <li>Always mention the details like ISIN, number of securities accurately. In case of any queries, please contact your DP or broker and it should be signed by all demat account holders.</li> <li>Strike out any blank space on the slip and Cancellations or corrections on the DIS should be initialed or signed by all the account holder(s).</li> <li>Do not leave your instruction slip book with anyone else.</li> <li>Do not sign blank DIS as it is equivalent to a bearer cheque.</li> </ul>
6	Inform any change in your Personal Information (for example address or Bank Account details, email ID, Mobile number) linked to your demat account in the prescribed format and obtain confirmation of updation in system.
7	Mention your Mobile Number and email ID in account opening form to receive SMS alerts and regular updates directly from depository.
8	Always ensure that the mobile number and email ID linked to your demat account are the same as provided at the time of account opening/updation.
9	Do not share password of your online trading and demat account with anyone.
10	Do not share One Time Password (OTP) received from banks, brokers, etc. These are meant to be used by you only.
11	Do not share login credentials of e-facilities provided by the depositories such as e-DIS/demat gateway, SPEED-e/easiest etc. with anyone else.
12	Demat is mandatory for any transfer of securities of Listed public limited companies.
13	If you have any grievance in respect of your demat account, please write to designated email IDs of depositories or you may lodge the same with SEBI online at <a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a>
14	Keep a record of documents signed, DIS issued and account statements received.
15	As Investors you are required to verify the transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform the DP or your respective Depository.
16	Appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.
17	Register for Depository's internet based facility or download mobile app of the depository to monitor your holdings.
18	Ensure that, both, your holding and transaction statements are received periodically as instructed to your DP. You are entitled to receive a transaction statement every month if you have any transactions.
19	Do not follow herd mentality for investments. Seek expert and professional advice for your investments.
20	Beware of assured/fixed returns.

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 8. Rights of investors

- Receive a copy of KYC, copy of account opening documents.
- No minimum balance is required to be maintained in a demat account.
- No charges are payable for opening of demat accounts.
- If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI / Stock Exchanges. You have the right to revoke any authorization given at any time.
- You can open more than one demat account in the same name with single DP/ multiple DPs.
- Receive statement of accounts periodically. In case of any discrepancies in statements, take up the same with the DP immediately. If the DP does not respond, take up the matter with the Depositories.
- Pledge and /or any other interest or encumbrance can be created on demat holdings.
- Right to give standing instructions with regard to the crediting of securities in demat account.
- Investor can exercise its right to freeze/defreeze his/her demat account or specific securities / specific quantity of securities in the account, maintained with the DP.
- In case of any grievances, Investor has right to approach Participant or Depository or SEBI for getting the same resolved within prescribed timelines.
- Every eligible investor shareholder has a right to cast its vote on various resolutions proposed by the companies for which Depositories have developed an internet based 'e-Voting' platform.
- Receive information about charges and fees. Any charges/tariff agreed upon shall not increase unless a notice in writing of not less than thirty days is given to the Investor.
- Right to indemnification for any loss caused due to the negligence of the Depository or the participant.
- Right to opt out of the Depository system in respect of any security.

### 9. Responsibilities of Investors

- Deal with a SEBI registered DP for opening demat account, KYC and Depository activities.
- Provide complete documents for account opening and KYC (Know Your Client). Fill all the required details in Account Opening Form / KYC form in own handwriting and cancel out the blanks.
- Read all documents and conditions being agreed before signing the account opening form.
- Accept the Delivery Instruction Slip (DIS) book from DP only (preprinted with a serial number along with client ID) and keep it in safe custody and do not sign or issue blank or partially filled DIS.
- Always mention the details like ISIN, number of securities accurately.
- Inform any change in information linked to demat account and obtain confirmation of updation in the system.
- Regularly verify balances and demat statement and reconcile with trades / transactions.
- Appoint nominee(s) to facilitate heirs in obtaining the securities in their demat account.
- Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.

### 10. Code of Conduct for Depositories (Part D of Third Schedule of SEBI (D & P) regulations, 2018)

#### A Depository shall:

- a. always abide by the provisions of the Act, Depositories Act, 1996, any Rules or Regulations framed thereunder, circulars, guidelines and any other directions issued by the Board from time to time.
- b. adopt appropriate due diligence measures.
- c. take effective measures to ensure implementation of proper risk management framework and good governance practices.
- d. take appropriate measures towards investor protection and education of investors.
- e. treat all its applicants/members in a fair and transparent manner.
- f. promptly inform the Board of violations of the provisions of the Act, the Depositories Act, 1996, rules, regulations, circulars, guidelines or any other directions by any of its issuer or issuer's agent.

## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 10. Code of Conduct for Depositories (Part D of Third Schedule of SEBI (D & P) regulations, 2018)

#### A Depository shall:

- g. take a proactive and responsible attitude towards safeguarding the interests of investors, integrity of depository's systems and the securities market.
- h. endeavor for introduction of best business practices amongst itself and its members.
- i. act in utmost good faith and shall avoid conflict of interest in the conduct of its functions.
- j. not indulge in unfair competition, which is likely to harm the interests of any other Depository, their participants or investors or is likely to place them in a disadvantageous position while competing for or executing any assignment.
- k. segregate roles and responsibilities of key management personnel within the depository including
  - a. Clearly mapping legal and regulatory duties to the concerned position
  - b. Defining delegation of powers to each position
  - c. Assigning regulatory, risk management and compliance aspects to business and support teams
- l. be responsible for the acts or omissions of its employees in respect of the conduct of its business.
- m. monitor the compliance of the rules and regulations by the participants and shall further ensure that their conduct is in a manner that will safeguard the interest of investors and the securities market.

### 11. Code of Conduct for Participants (Part A of Third Schedule of SEBI (D & P) regulations, 2018)


1. A participant shall make all efforts to protect the interests of investors.
2. A participant shall always endeavour to—
  - (a) render the best possible advice to the clients having regard to the client's needs and the environments and his own professional skills;
  - (b) ensure that all professional dealings are effected in a prompt, effective and efficient manner;
  - (c) inquiries from investors are adequately dealt with;
  - (d) grievances of investors are redressed without any delay.
3. A participant shall maintain high standards of integrity in all its dealings with its clients and other intermediaries, in the conduct of its business.
4. A participant shall be prompt and diligent in opening of a beneficial owner account, dispatch of the dematerialisation request form, rematerialisation request form and execution of debit instruction slip and in all the other activities undertaken by him on behalf of the beneficial owners.
5. A participant shall endeavour to resolve all the complaints against it or in respect of the activities carried out by it as quickly as possible, and not later than one month of receipt.
6. A participant shall not increase charges/fees for the services rendered without proper advance notice to the beneficial owners.
7. A participant shall not indulge in any unfair competition, which is likely to harm the interests of other participants or investors or is likely to place such other participants in a disadvantageous position while competing for or executing any assignment.
8. A participant shall not make any exaggerated statement whether oral or written to the clients either about its qualifications or capability to render certain services or about its achievements in regard to services rendered to other clients.
9. A participant shall not divulge to other clients, press or any other person any information about its clients which has come to its knowledge except with the approval/authorisation of the clients or when it is required to disclose the information under the requirements of any Act, Rules or Regulations.
10. A participant shall co-operate with the Board as and when required.
11. A participant shall maintain the required level of knowledge and competency and abide by the provisions of the Act, Rules, Regulations and circulars and directions issued by the Board. The participant shall also comply with the award of the Ombudsman passed under the Securities and Exchange Board of India (Ombudsman) Regulations, 2003.


## INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

### 11. Code of Conduct for Participants (Part A of Third Schedule of SEBI (D & P) regulations, 2018)

12. A participant shall not make any untrue statement or suppress any material fact in any documents, reports, papers or information furnished to the Board.
13. A participant shall not neglect or fail or refuse to submit to the Board or other agencies with which it is registered, such books, documents, correspondence, and papers or any part thereof as may be demanded/requested from time to time.
14. A participant shall ensure that the Board is promptly informed about any action, legal proceedings, etc., initiated against it in respect of material breach or non-compliance by it, of any law, Rules, regulations, directions of the Board or of any other regulatory body.
15. A participant shall maintain proper inward system for all types of mail received in all forms.
16. A participant shall follow the maker–Checker concept in all of its activities to ensure the accuracy of the data and as a mechanism to check unauthorised transaction.
17. A participant shall take adequate and necessary steps to ensure that continuity in data and record keeping is maintained and that the data or records are not lost or destroyed. It shall also ensure that for electronic records and data, up-to-date back up is always available with it.
18. A participant shall provide adequate freedom and powers to its compliance officer for the effective discharge of his duties.
19. A participant shall ensure that it has satisfactory internal control procedures in place as well as adequate financial and operational capabilities which can be reasonably expected to take care of any losses arising due to theft, fraud and other dishonest acts, professional misconduct or omissions.
20. A participant shall be responsible for the acts or omissions of its employees and agents in respect of the conduct of its business.
21. A participant shall ensure that the senior management, particularly decision makers have access to all relevant information about the business on a timely basis.
22. A participant shall ensure that good corporate policies and corporate governance are in place.

Signatures (59) 

(59a) 

(59b) 

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Sole / First Holder

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Second Holder

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Third Holder

## INVESTOR CHARTER IN RESPECT OF RAs

### **A. Vision and Mission Statements for Investors**

- **Vision**  
Invest with knowledge & safety.
- **Mission**  
Every investor should be able to invest in right investment products based on their needs, manage and monitor them to meet their goals, access reports and enjoy financial wellness.

### **B. Details of business transacted by the Research Analyst with respect to the investors**

- To publish research report based on the research activities of the RA
- To provide an independent unbiased view on securities.
- To offer unbiased recommendation, disclosing the financial interests in recommended securities.
- To provide research recommendation based on analysis of publicly available information and known observations.
- To conduct audit annually.
- To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Research Analysts.
- To maintain records of interactions with all clients including prospective clients (prior to onboarding), where any conversation related to the research services has taken place.

### **C. Details of services provided to investors (No Indicative Timelines)**

- **Onboarding of Clients**
  - Sharing of terms and conditions of research services
  - Completing KYC of fee paying clients
- **Disclosure to Clients:**
  - To disclose, information that is material for the client to make an informed decision, including details of its business activity, disciplinary history, the terms and conditions of research services, details of associates, risks and conflicts of interest, if any
  - To disclose the extent of use of Artificial Intelligence tools in providing research services
  - To disclose, while distributing a third party research report, any material conflict of interest of such third party research provider or provide web address that directs a recipient to the relevant disclosures
  - To disclose any conflict of interest of the activities of providing research services with other activities of the research analyst.
- To distribute research reports and recommendations to the clients without discrimination.
- To maintain confidentiality w.r.t publication of the research report until made available in the public domain.
- To respect data privacy rights of clients and take measures to protect unauthorized use of their confidential information
- To disclose the timelines for the services provided by the research analyst to clients and ensure adherence to the said timelines
- To provide clear guidance and adequate caution notice to clients when providing recommendations for dealing in complex and high-risk financial products/services
- To treat all clients with honesty and integrity
- To ensure confidentiality of information shared by clients unless such information is required to be provided in furtherance of discharging legal obligations or a client has provided specific consent to share such information.

(60)  Signature of Client \_\_\_\_\_

## INVESTOR CHARTER IN RESPECT OF RAs

### **D. Details of grievance redressal mechanism and how to access it**

- Investor can lodge complaint / grievance against Research Analyst in the following ways:

#### **Mode of filing the complaint with Research Analyst**

In case of any grievance / complaint, an investor may approach the concerned Research Analyst who shall strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance.

#### **Mode of filing the complaint on SCORES or with Research Analyst Administration and Supervisory Body (RAASB)**

- SCORES 2.0 (a web-based centralized grievance redressal system of SEBI for facilitating effective grievance redressal in a time-bound manner) (<https://scores.sebi.gov.in>)

Two-level review for complaint / grievance against Research Analyst:

- First review done by designated body (RAASB)
- Second review done by SEBI

- Email to designated email ID of RAASB

- If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint / grievance on SMARTODR platform for its resolution through online conciliation or arbitration.

With regard to physical complaints, investors may send their complaints to:

**Office of Investor Assistance and Education,  
Securities and Exchange Board of India,  
SEBI Bhavan, Plot No. C4-A, 'G' Block,  
Bandra-Kurla Complex, Bandra (E),  
Mumbai - 400 051**

### **E. Rights of Investors**

- Right to Privacy and Confidentiality
- Right to Transparent Practices
- Right to Fair and Equitable Treatment
- Right to Adequate Information
- Right to Initial and Continuing Disclosure
  - Right to receive information about all statutory and regulatory disclosures
- Right to Fair & True Advertisement
- Right to Awareness about Service Parameters and Turnaround Times
- Right to be informed of timelines for each service
- Right to be Heard and Satisfactory Grievance Redressal
- Right to Timely Redressal
- Right to Exit from financial product or service in accordance with agreed terms
- Right to receive clear guidance and caution notice when dealing in Complex and High-Risk Financial Products and Services
- Additional Rights to vulnerable consumers
  - Right to access services in a suitable manner even if differently abled
- Right to provide feedback on financial products and services used
- Right against coercive, unfair, and one-sided clauses in financial agreements

## INVESTOR CHARTER IN RESPECT OF RAs

### F. Expectations from the investors (Responsibilities of investors)

- **Do's**

- i. Always deal with SEBI registered Research Analyst.
- ii. Ensure that the Research Analyst has a valid registration certificate.
- iii. Check for SEBI registration number.  
Please refer to the list of all SEBI registered Research Analyst which is available on SEBI website in the following link:<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=14>
- iv. Always pay attention towards disclosures made in the research reports before investing.
- v. Pay your Research Analyst through banking channels only and maintain duly signed receipts mentioning the details of your payments. You may make payment of fees through Centralized Fee Collection Mechanism (CeFCoM) of RAASB if research analyst has opted for the mechanism. (Applicable for fee paying clients only)
- vi. Before buying/ selling securities or applying in public offer, check for the research recommendation provided by your Research Analyst.
- vii. Ask all relevant questions and clear your doubts with your Research Analyst before acting on recommendation.
- viii. Seek clarifications and guidance on research recommendations from your Research Analyst, especially if it involves complex and high risk financial products and services.
- ix. Always be aware that you have the right to stop availing the service of a Research Analyst as per the terms of service agreed between you and your Research Analyst.
- x. Always be aware that you have the right to provide feedback to your Research Analyst in respect of the services received.
- xi. Always be aware that you will not be bound by any clause, prescribed by the research analyst, which is contravening any regulatory provisions.
- xii. Inform SEBI about Research Analyst offering assured or guaranteed returns.

- **Don'ts**

- i. Do not provide funds for investment to the Research Analyst.
- ii. Don't fall prey to luring advertisements or market rumors.
- iii. Do not get attracted to limited period discount or other incentive, gifts, etc. offered by Research Analyst.
- iv. Do not share login credential and password of your trading, demat or bank accounts with the Research Analyst.

(61)  Signature of Client \_\_\_\_\_

**AETRAM**

# AETRAM TRADES PRIVATE LIMITED



## AETRAM TRADES PRIVATE LIMITED

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