Annexure - 1

ACCOUNT OPENING KIT

INDEX

Sl.No.	Name of the Document	Brief Significance of the Document	Page No
MAN	DATORY DOCUMENTS AS PRESCR	RIBED BY SEBI & EXCHANGES	
		A. (a) Instruction and Check list for Non individual account opening	02
		(b) CKYC & KRA KYC form- Document captures the basic information about the constituent – Non Individual	03-04
		(c) CKYC form- Document captures the basic information about the constituent – Related Person 1	05-06
		(d) CKYC form- Document captures the basic information about the constituent – Related Person 2	07-08
		(e) CKYC form- Document captures the basic information about the constituent – Related Person 3	09-10
		(f) CKYC Instruction and Check list for Related Person(s)	11-12
		(g) CKYC & KRA KYC form Instruction and Check list for Non Individual	13
		(h) Details of Partners/Karta and Ultimate Beneficial Owner (natural person) Forming A part of KYC for Non Individual	14-16
		B. Additional information about the constituent relevant to trading & Demat Account	17-22
2	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)/commodity exchange(s)	23-24
3	Rights and Obligations of Stock Brokers/Member/Authorised person and Clients	Document stating the Rights & Obligations of stock broker/member of commodity exchange/Authorised person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	49-63
4	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities/commodity market.	64-67
5	Guidance Note of the investors.	Document detailing do's and don'ts for trading on stock exchange/commodity exchange for the education of the investors	68-71
6	Policies and Procedures	Document describing significant policies and procedures of the stock broker/member of commodity Exchange	72-75
VOLU	INTARY DOCUMENTS AS PROVID	DED BY THE STOCK BROKER/THE COMMODITY MEMBER	
7	Schedule of charges for Depository Services	Charges for availing Depository Services	25-26
8	DDPI for Broking and Other Products & Services	Demat Debit and Pledge Instruction (DDPI) in favour of Geojit to operate client's demat account/mutual fund/IPO	27-28
9	Running Account	Authorization by client to retain funds/securities in trading account to meet settlement obligations	29
10	Client Commodity Wise Categorisation	Client Commodity Wise Categorisation	30
11	Undertaking from clients on the F&O segment	For availing exposure against demat holdings on the F&O segment	31
1 2	Acknowledgement	Receipt of Booklet viz. RDD, Rights and Obligations, Do's and Don't's and Policies and Procedures	31
13	Disclosure	Disclosure by Geojit	32
14	Rights and Obligations of demat account holder	Rights and Obligations of demat account holder - Mandatory if demat A/c is with GEOJIT	76-78
15	Rights and Obligations of Stock Brokers and Clients for MTF	Rights and Obligations of Stock Brokers and Clients for Margin Trading Facility (MTF)	79-84
16	Additional rights and obligations for stock broking, commodity transaction and other products and services	To avail value added products and services from Geojit	85-103
17	Customer Awareness Document (AML)	To create awareness about Prevention of Money Laundering Act 2002	104-105

^{*} Page 33-48 do not exist. This is done to ensure stadardisation of the booklet.

Geojit Financial Services Ltd. Cor	porate Identity Number: L67120KL1	994PLC008403 GST Number:	32AABCG1935E1Z6
Registration No. & Date			Compliance Officer Name/phone/e-mail id
Stock Broker: INZ000104737 / 09-05-2	017		
NSE Member Code:13372	BSE Member Code:328		Zacharia K G
Port Folio Manager: Reg no. INP000	003203, Date: 16.02.2012		0484-2901000
NCDEX Member Code: 1243	MCX Member Code: 55920		compliance@geojit.com
Depository	NSDL/CDSL	IN - DP-325-2017 Date: 06.06.2017	
Investment Adviser	INA200002817, Date: 20.03.2015	·	Indu K 0484- 2901000
Research Analyst	INH200000345, Date: 20.04.2015		indu_k@geojit.com
AMFI reg. no & date	ARN 0098 , Date: 09.05.2012		
Reg. Office/Correspondence Address: 34/659-F	, Civil Line Road, Padivattom, Kochi-682024,	Phone: 0484-2901000, Fax: 0484-297969	95, Website: www.geojit.com
CEO name, phone no & email id:	Mr. C J George, 0484 2901000, md@ge	ojit.com	
For any grievance/dispute please contact Gerand phone: 91-484-2901000. In case not			
Exchange	Department	Email ID	Phone No.
National Stock Exchange of India Ltd	Investor Grievance Cell	ignse@nse.co.in	1800 2660 058
Bombay Stock Exchange Ltd	Investor Services	is@bseindia.com	022-2272 8138
National Commodities & Derivative Exchange of India Ltd (NCDEX)	Investor Grievances	ig@ncdex.com	022-6640 6789
Multi Commodity Exchange of India Ltd. (MCX)	Arbitration & IG	grievance@mcxindia.com	022-6649 4070

You can also lodge your grievances with SEBI at http://scores.gov.in. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 220 7575 / 1800 266 7575.

INSTRUCTIONS/ CHECK LIST

1. In case of Non-Individuals, additional documents to be obtained as mentioned below:

For Corporate:

- a. PAN of the Company
- b. Bank proof in the name of company
- c. Copy of Board Resolution or declaration (on letterhead) naming the persons authorized to deal in security/commodity derivatives on behalf of company/others and their specimen signatures.
- d. CKYC of all Directors/Authorized persons.
- e. Proof of Address evidenced by document or acknowledged copy Income tax return.
- In case of trading in F&O/Commodity derivatives segments, certified copy of any one of the following additional documents to be obtained:
 - a. Copy of ITR Acknowledgement copy of Annual Accounts
 - b. Net worth Certificate
 - *In respect of other clients, documents as per risk management policy of the stock broker/member need to be provided by the client from time to time.
- 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.
- Mobile number of trading account holder is mandatory for commodity trading.
- 5. For individuals:
 - a. Stock broker/member has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/member/authorised person'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.
- 6. For receiving Statement of Account in electronic form:
 - a. Client must ensure the confidentiality of the password of the email account.
 - b. Client must promptly inform the Participant if the email address has changed.
 - c. Client may opt to terminate this facility by giving 15 days prior notice. Similarly, Participant may also terminate this facility by giving 15 days prior notice.
- 7. Politically Exposed Persons [PEP] are defined as individuals who are or have been entrusted with prominent public functions, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.
- 3. Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India
 - 1. **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification. (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

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☐ Memorandum and Articles of Association ☐ Partnership Deed ☐ Trust Deed
☐ Resolution of Board / Managing Committee ☐ Power of attorney granted to its manager, officers or employees to transact on its behalf
☐ Activity Proof - 1 (For Sole Proprietorship Only) ☐ Activity Proof - 2 (For Sole Proprietership Only)
C. ADDRESS* (please refer instruction C at the end)
C.1 Registered Office Address / Place of Business*
Proof of Address* Certificate of Incorporation / Formation Registration Certificate Registration Certificate No.
Other Document given below
 □ *Latest Telephone Bill (only Land Line) □ Registered Lease/Sale Agreement of Office Premises □ Any other proof of address document (as listed overleaf) □ Please specify
*Not more than 2 Months old. Validity/Expiry date of proof of address submitted DDMMYYYYY
Line 1*
Line 2
Line 3 City / Town / Village
District PIN / Post Code* State / U.T. Code* ISO 3166 Country Code*
C.2 Local Address in India (In different from above)*
Line 1*
Line 2
Line 3 City / Town / Village
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Geojit Financial Services Ltd.

CENTRAL KYC REGISTRY
KYC Application Form I Related Person

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Geojit Financial Services Ltd.

orporate Identity Number: L67120K11994PLC008403. Address: 34/659-P, Civil Line Road, Padivattom, Kochi-682024. Phone: 0484-2901000

CENTRAL KYC REGISTRY
KYC Application Form I Related Person

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Geojit Financial Services Ltd.

people Finalicial Selvices Ltu.

1. prorate Identity Number: L67120KL1994PLC008403. Address: 34/659-P, Civil Line Road, Padivattom, Kochi-682024. Phone: 0484-2901000

CENTRAL KYC REGISTRY KYC Application Form I Related Person

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CENTRAL KYC REGISTRY | INSTRUCTIONS / CHECK LIST / GUIDELINES FOR FILLING NON-INDIVIDUAL KYC APPLICATION FORM

General Instructions:

- 1. Fields marked with '*' are mandatory fields.
- 2. Tick (\checkmark) wherever applicable.
- 3. Self-Certification of documents is mandatory.
- 4. Please fill all dates in DD-MM-YYYY format.
- 5. Please fill the form in English and in BLOCK Letters.
- 6. Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7. KYC number of applicant is mandatory for updation of KYC details.
- 8. For particular section update, please tick () in the box available before the section number and strike off the sections not required to be updated.

Other Instructions:

If any proof of identity or address is in a foreign language, then translation into English is required.

A Clarification Guidelines for filling Entity Details selection

1. Legal Entity PAN* is mandatory for all clients.

B Clarification Guidelines for filling 'Proof of Identity [Pol]' section

- 1. Activity Proof 1 and Activity Proof 2 are applicable for accounts in case of proprietorship firms. Please refer to relevant instructions issued by the Reserve Bank of India In this regard.
- 2. Please refer to the relevant instructions issued by the regulator regarding applicable documents for the legal entity.
- Certified copy of document or equivalent e document or OVD obtained through Digital KYC process to be submitted.
- 4. KYC requirements for Foreign Portfolio Investors (FPIs) will be as specified by the concerned regulator from time to time.
 - '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
 - Digital KYC process has to be carried out as stipulated in the PML Rules , 2005.

C Clarification / Guidelines for filling ' Proof of Address [PoA]' section

- 1 State / UT Code and Pin / Post Code will not be mandatory for Overseas addresses,
- 2 Certified copy of document or equivalent e document to be submitted.

D Clarification Guidelines for filling Contact Details 'section

- Please mention two digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-99999999)
- 2 Do not add ' 0 ' in the beginning of Mobile number

E Clarification / Guidelines for filling 'Related Person Details 'section

- 1 Personal Details
 - The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Proof of Address [POA]
 - PoA to be submitted only the submitted PoI does not have an address or address as per PoI is invalid
 or not in force.
 - State / UT Code and Pin / Post Code will not be mandatory for Overseas addresses .
 - In case of deemed PoA such as utility bill(Not more than two months old of any service provider) accepted as a correspondence address for CKYC & KRA, the document need not be uploaded on CKYCR.
 - REs may use the Self Declaration check box where Aadhaar authentication has boon 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.
- If CKYC number and KRA registration of the Related Person is complied, no other details except Person Type and Name of the Related Person are required.
- 4 Regulated Entity (RE) shall redact (first 8 digits) of the Aadhaar number from Aadhaar related data and documents such as proof of possession of Aadhar while uploading on CKYCR.
- 5 Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India
 - Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/ number, and resident registration number)
- F Provision for capturing Signature of multiple authorised persons is to be made by the Regulated Entity (RE).

^{*} Not applicable for PAN exception (as per Regulatory Guidelines).

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

State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP
Andhra Pradesh	AP	Jammu & Kashmir	JK
Arunachal Pradesh	AR	Jharkhand	JH
Assam	AS	Karnataka	KA
Bihar	BR	Kerala	KL
Chandigarh	CH	Lakshadweep	LD
Chattisgarh	CG	Madhya Pradesh	MP
Dadra and Nagar Haveli	DN	Maharashtra	MH
Daman & Diu	DD	Manipur	MN
Delhi	DL	Meghalaya	ML
Goa	GA	Mizoram	MZ
Gujarat	GJ	Nagaland	NL
Haryana	HR	Orissa	OR

State / U.T	Code
Pondicherry	PY
Punjab	PB
Rajasthan	RJ
Sikkim	SK
Tamil Nadu	TN
Telangana	TS
Tripura	TR
Uttar Pradesh	UP
Uttarakhand	UA
West Bengal	WB
Other	XX

		2.5001.50	3100 (wo- 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	GQ	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	Al	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	Mali	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	Mayotte	YT	South Africa	ZA
Bahrain	ВН	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	SJ
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	ВО	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	NR	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	10	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	П
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	СО	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
Cote d'Ivoire !Côte d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion !Réunion	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
Curação !Curação	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
		Lao People's Democratic Republic		Saint Barthelemy !Saint Barthélemy	BL		ZM
Cyprus Czech Republic	CZ	Latvia	LA LV	Saint Helena, Ascension and Tristan da	SH	Zambia Zimbabwe	ZW
Donmark	DV	Lahanan	I.D.	Cunha Saint Vitte and Novie	VAL		
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		

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- 1. Self attested copy of PAN card is mandatory for all clients.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 4. If correspondence & permanent address are different, then proofsfor both have to be submitted.
- 5. Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, [allowed to trade subject to RBI and FEMA guidelines], copy of passport/ PIOCard/OCI Card and overseas address proof is mandatory.
- 7. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- 8. Politically Exposed Persons [PEP] are defined as individuals who are or have been entrusted with prominent public functions, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.
- B. Proof of Address [POA]: List of documents admissible as proof of Address: [* Documents having an expiry date should be valid on the date of submission.]
 - 1. Registered Lease or Sale Agreement of Residence.
 - 2. Utility bills like Telephone Bill [only land line]. Electricity bill or Gas bill Not more than 2 months old.
 - Bank Account Statement/Passbook-Not more than 2 months old.
 - Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled

- Co-operative Bank/Multinational Foreign Banks/Statutory Authority /Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/ Document issued by any Govt.
- For FII/sub account, Power of Attorney given by FII/subaccount to the Custodians [which are duly notarized and/or apostiled or consularised] that gives the registered address should be taken.

C. Exemptions clarifications to PAN [*Sufficient documentary evidence in support of such claims to be collected.]

- In case of transactions undertaken on behalf of Central Government and /or State Government and by officials appointed by Courts e.g. Officials liquidator, Court receive etc.
- 2. Investors residing in the state of Sikkim.
- 3. UN entities/multilateral agencies exempt from paying taxes/filling tax returns in India.
- 4. SIP of Mutual Funds up to Rs. 50000/- p.a.
- 5. In case of Institutional clients, names, FIIs, Mfs, VCFs, FVCIs, Schedules Commercial Banks, 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 Companies Act, 1956, Custodians shall verify the PAN Card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

D. List of people authorized to attest the documents:

- Notary Public, Gazetted Officer, manager of a Schedules Commercial/Co-operative Bank or Multinational Foreign Banks [Name, designation & Seal should be affixed on the copy]
- 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.

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

Types of entity	Documentary requirements
Corporate	 Copy of the balance sheets for the last 2 financial years (to be submitted every year). Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD(to be submitted every year). Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly. Copies of the memorandum and Articles and certificate of incorporation. Copy of the Board Resolution for investment in securities market. Authorized signatories list with specimen signatures.
Partnership firm	 Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered partnership firms only). Copy of partnership deed. Authorized signatories list with specimen signatures. Photograph, POI, POA, PAN of Partners.
Trust	 Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered trust only). Copy of Trust deed. List of trustees certified by managing trustees/CA. Photograph, POI, POA, PAN of Trustees.
HUF	 PAN of HUF. Deed of declaration of HUF/List of coparceners. Bank passbook/Bank statement in the name of HUF. Photograph, POI, POA, PAN of Karta.
Unincorporated Association or a body of Individuals	 Proof of Existence/Constitution document. Resolution of the managing body & power of Attorney granted to transact business on its behalf. Authorized signatories list with specimen signatures.
Banks/Institutional Investors	 Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	 Copy of SEBI Registration certificate. Authorized signatories list with specimen signatures.
Army/Government Bodies	 Self-certification on letter head. Authorized signatories list with specimen signatures.
Registered Society	 Copy of Registration Certificate under Societies Registration Act. List of Managing Committee members. Committee resolution for persons authorized to act as authorized signatories with specimen signatures. True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

	Details of	Details of Promoters/Trustees/Karta/Partners and W	/hole Time Directors F	Whole Time Directors Forming A Part of Know Your Client (KYC) Application Form for Non-individuals	ent (KYC) Applicati	ion Form for No	n-individuals
Name	Name of Applicant				PAN of the Applicant	olicant [
SI. Oo	PAN	Name	DIN (For Directors) / UID (For Others	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.	Whether Politically Exposed	Photograph
						□ PEP □ RPEP □ NO	
						□ PEP □ RPEP □ NO	
						□ PEP □ RPEP □ NO	
						□ PEP □ RPEP □ NO	
						□ PEP □ RPEP □ NO	
S-8 Name	& Signature of the A	S-8 Name & Signature of the Authorised Signatory(ies) Date Date	\(\times\) \(\times\)	PEP: Politically Exposed Person		REP: Related to	RPEP: Related to Politically Exposed Person

Details of the Ultimate Beneficial Owner (natural person) in case of Non-individual account

Client Type: Company / Partnership / Unincorporated Associations / Body of Individuals / Trust/HUF

Name Pays Related Ditty The entity Address of Defectical Cowner Embl Address Contact Nos.					Relationship with			
1. Seal Employee Code:		Adille Total	NA.	neidled enilly	the entity	Address of Deficial Owner	Email Address	Confact Nos.
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Seal Employee Code:								
Seal Employee Code:								
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n Seal Employee Code: Place								
1 Seal Employee Code:								
n Seal Employee Code:								
1 Seal Employee Code:								
n Seal Employee Code: Place								
Place	Branch Seal			Employee Code:		Employee Name:		
	Date:			Place		Signature		

Please use additional copies of this form if required.

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TRADING AND DEMAT ACCOUNT RELATED DETAILS

I/We request you to o	per	the follo	wing acco	ount	t(s) in my/our r	name as per t	he fol	lowing det	ails. (Plea	ase ticl	k only one of	the follow	ing options)
		Exch	ange Nan	ne 8	(ID: NSE:133	372, BSE : 32	8, NC	CDEX : 124	13, MCX	: 559	20		
☐ Trading Acc							_	ount only					
☐ Trading Acc				at A	ccount			at Account					
CDSL Dem	at A	Account o	nly			DP IDs: 1	NSDL:	: 🗌 IN300)239 (CDSL:	<u>120489</u>	900	
Client ID (To be filled b	y Pa	articipant)											
Type of Demat Account		Ordinary Re Mutual Fun		=	Body Corporate CM	☐ Bank ☐ HUF		Trust Partnership	☐ FI ☐ LLP		FII [Others (please	OCB	
Type of Trading Account	Ħ	Ordinary Re			Body Corporate	Bank		Trust			FII [OCB	
		Mutual Fun			CM	HUF		Partnership	LLP		Others (please	specify)	
A. NAME OF TH	<u>1E</u>	APPLIC	CANT										
Trading Account Holder Na	me												
		So	le/First Ho	lder	· Details	Seco	nd Ho	lder Detail	S		Third H	older Deta	ils
DP Holder Name													
B. OTHER DETA	\IL	S	erri to de tito		1	DDN: L		d ad	1.1		1: 1 10/04	li di E	\
SMS Facility			Yes	is mad	le mandatory to registe No	er DDPI in demat acc		sure that the mo	bile number	is provid	ed in the KYC Ap	plication Form.	
Mobile#/email_id_provide	d is						C3	1					
Mobile#/email id provided also used by its Authorise Signatory/Director/Trustee Partner/Karta in his person	d	Mobile	□Yes		□No	□Yes			N0		□Yes		□No
Partner/Karta in his person account with Geojit:	al	Email	□Yes		□No	□Yes			No		□Yes		□No
If Yes, specify													
Name of Authorised Signat	tory												
Auth Sig PAN													
Name of Director*													
Director's PAN													
Name of Trustee*													
Trustee PAN													
Name of Partner*													
Partner's PAN													
Name of Karta*													
Karta's PAN													
* According to the applica	ınt ty	pe ie; Corp	orate, Trust,	Parti	nership,HUF etc	•							
Please tick, if applicable			ally Exposed to a Politicall		son (PEP) osed Person (RPEP)	Politically Exposed Person (PEP) Related to a Politically Exposed Person (RPEP)				Politically Exposed Person (PEP) Related to a Politically Exposed Person (RPEP)			
Gross Annual Income			<u> </u>	•				, ,				, , , , , ,	. ,
Details (please specify) Income Range per annum		☐ Belov ☐ 25-50			5 Lac 1 Lacs to 1 Crore	☐ 5-10 Lac ☐ 1-5 Crore		☐ 10-25 La ☐ 5-10 Cro		□>	10 Crore		
Net-worth as on date (shou													
not be older than one yea	ar)	D D	MM	Υ	YYY								
Source of Funds (Plea				y Inc	ome Pr	ofessional Incom	ne [Business I	ncome	□ Re	ental Income	Fixed	Deposits
select at least one) (a				•		le of Assets	[Dividend	Income	□Lo	ans	Gifts	
trading account ho holder in case of DP	onl	y a/c.)	Ance			hers: (pls specify)							
Professionals/Business	De	tails*	, 1)	Prof	ession/Busines	s Name	:						
(applicable if professi Business Income abo	ve	is selected	d) 2)	If Bu	isiness,type of	Business Activ	vity:						
Goods & Service Tax No).												

C. STANDING	INSTRUCTIONS					
I/We authorise yo	u to receive credits automatically into my/our according	unt ☐ Yes ☐ No				
Account to be op	erated through DDPI (If yes, ensure SMS alert facilit	y is opted.)				
Receive Annual Repo	orts, AGM notices and other Communications from issuers an	d RTAs in Physical form ☐ Yes ☐ No				
I/We authorise yo	u to send all communications/statements through th	e e-mail only* ☐ Yes ☐ No				
I/ We request you to en	able my / our Depository account with Flag "Standing Instruction for A	Auto Pledge Confirmation" ☐ Yes ☐ No				
I / We would like	to share the email ID with the RTA.	☐ Yes ☐ No				
I/ We wish to receive the default option we	e dividend / interest directly into my bank account through E ould be 'Yes', only applicable for CDSL accounts).	CS (If not marked, \square Yes \square No				
I/We would like to rec	eive the copy of the KYC & Standard Documents:- Physical N	Mode				
Address for communication	/ Corporate Benefits (Default option is Local Address) Local/Peri	manent Address Correspondence Address/Foreign Address				
For Joint accounts, of	ommunication to be sent to:	er				
Mode of Operations	for Joint Accounts :	☐ Anyone of the holder or survivor(s)***				
correspondence address correctness of e-mail ad	ment through electronic mode please ensure that you have registered y of the Sole/First holder only. Read Instruction 5 in page no.2 and ensur dress in the KYC Application Form.	e that email ID is provided in KYC Application Form. Please ensure the				
	nt, on death of any of the joint account holders, the surviving account hol hin one year of the date of demise.	der(s) has to inform Participant about the death of account holder(s) with				
	selected, the communication will be sent as per the Selection. In case 'A and communication to other holders will be in electronic mode. The defa					
***If Mode of Operation	for Joint Account is chosen as anyone of the holder or survivor(s), only spe	ecified operations such as transfer of securities including Inter-Depository				
Transfer, pledge / hypot unfreeze of account and	hecation / margin pledge / margin re-pledge (creation, closure and invo / or securities and / or specific number of securities will be permitted.	cation and confirmation thereof as applicable) of securities and freeze/				
D. BANK DETAILS	TRADING ACCOUNT	DEMAT ACCOUNT				
Bank A/c No.						
Bank Sub-type	Savings Account Current Account Others	Savings Account Current Account NRE NRO				
Bank Name (Full name)						
	Building/Tower/Appartment/Palace/Chamber/Mansion	Building/Tower/Appartment/Palace/Chamber/Mansion				
Bank Branch Address	Street/Road/Marg/Lane/Avenue/Rasta	Street/Road/Marg/Lane/Avenue/Rasta				
(Write as per the	Area Name	Area Name				
manner discribed)	City Name	City Name				
		UN CODE				
A ALCO November	PIN CODE	FIN CODE				
MICR Number						
IFSC Number Name of Client as in Bank						
E. DEALINGS T	HROUGH AUTHORISED PERSON (AP)/OTHI	ER STOCK BROKERS/MEMBERS				
If client is dealing	AP's Name:					
through the AP, provide the following	NSE SEBI Registration number/					
provide the followin						
	BSE SEBI Registration number/ AP Registration number					
	Registered office address					
		Maksita				
Whether dealing wi	Phone h Name of steels breaker	Website				
any other stock brok		Exchange				
AP/member (in case dealing with multiple						
stock brokers/memb	orc)	Name of AP, if any				
provide details of al	in Client Code	Exchange				
a separate sheet	Details of disputes/dues pending from/to such stock k	/ A D /				

F. DEPOSITORY A	CCOUNT DETAILS	In case of othe	er DP Account	t Holder, Den	nat master	or recen	t holdin	g statemer	nt issue	d by DI	P beari	ng nam	e of the	e clie	nt)
Depository Participant Name	Depository Name			eficiary			DPII	D				ficiary	ID		
Participant Name	(NSDL/CDSL)		IN	ame							(B	OID)			
C DEDOCITODY/I	DEBOCITORY ACCO	NINT DE	TAILC F		MOD	ITV									
Depository	DEPOSITORY ACCO	ONI DE		oficiary	MOD	HIY	DPII	D			Popo	ficiary	ID		
Participant Name	(Comtrack/Comris)			ame			וו וע	D				OID)	טו		
															_
															_
H. PAST REGULA	TORY ACTIONS														
exchange any other aut	oceedings initiated/pend hority and conviction by	any court	in India or a	abroad aga	inst the	applica	ant/								
constituent or its Partner securities during the las	rs/promoters/whole time st 3 years	e directors/a	authorized	persons in	charge (of deali	ingin								
I. TRADING PREF	ERENCE .														
	ant boxes where you wish	to trade. Ple	ease strike o	off the segr	nent not	t choos	en by	you.							
	,				gments		,	<u> </u>							
Exchanges		Cash							F&C)					
	(Full signature required)				Full sign	nature	required)						
NSE +	9				S-10										
BSE	Curre	ncy Derivati	ive					Mı	utual F	und					
T⊗	(Full signature required)				Full sign	nature	required)						
<u>S-1</u>					S-12			- 1							
If you do not wish to tr	ade on any Exchange a	nd any of it	s seament	nlease me	ention h	ere									
ii, you do not wish to t	ade on any Exchange a	ia any or it	s segment,	preuse me		cr c									_
	MCX							NCDE	V						_
	IVICA							NCDE	Λ						
(Full signature require	ed)			(Full	signature	e requir	ed)								
Date of Conser	nt for trading	Da	ate of Conse	ent for trad	ng			Date	e of C	onser	nt for t	trading	3		
D D M M	Y Y Y Y	D D	M	YY	Y	Y	D	D N	M	М	Υ	Υ	Υ	١	Y
I wish to avail Margin	Frading Facility		Signature		I ₩ S-15	(Full s	ignatu	re requir	ed)						
I. DOCUMENTAR	Y EVIDENCE OF FI	NANCIA	L DETAI	LS FOR	DERIV	/ATIV	E CL	IENTS	(For	Der	ivati	ives	Гradi	ing	()
Copy of _	Financial	Net Worth		Bank State	ement		ΠΙ	Holding				please			
*If there is any difference betw	Report Legal	Certificate		for the las				Stateme		II he co	onside	red	•••••	•••••	•
K. FATCA DECLAR		rea versus tri	сопсэрона	ing proof pro	vided tile	ii tiic iov	ver or tr	ic two vai	ucs wi	11 00 00	JIISIGCI	l l			
	nce for tax purposes In jurisd	iction(s) out s	ide India		_	_		_							
	QUIRED (Mandatory only if se														
ISO 3166 Country Code of J	urisdiction of Residence													\prod	
	f equivalent (If issued by juris	diction)													
Place/City of Birth														\perp	
ISO 3166 Country Code of E	Birth														

L. ADDITIONAL D	DETAILS									
Whether you wish to receive Note or Physical Contract No		Electron	ic Contact N	Note (EC	CN)	Phy	sical Conta	act No	te	
Whether you wish to avail trading/wireless technolog			Yes			No				
SMS and email alerts to inve- exchanges. (Please tick which If not ticked, assumed 'Not R	never is applicable.]SMS		Email	☐ Not Req	uired			
For Partnership Firm, Unregi PAN of the Partnership Firm,	stered Trust, Association of Unregistered Trust, Associ	f Persons (AOP) ation of Persons	etc., although	the acco	ount is opened in the mentioned below:	name of the parti	ner(s), trustee	(es) etc.	, the na	ame &
Name			(- ,, -		PAN					\top
Any other information					'					
M. INVESTMENT/T	RADING EXPERIE	ENCE								
Investment/Trading Expe	erience	Years	in Capital N	⁄/arket	Years in	Commodities	□ No	prior	exper	ience
N. INTRODUCER	DETAILS (optiona	ıl)								
Name of the Introducer	(Surname)			(Na	ame)		(Middle	Name)		
Status of the Introducer	Remiser		Author	ized Per	son					
	Existing Client		- Others	, please	specify					
Addres of the Introducer										
Phone Number										
Signature of the Introducer										
O. RELATIVE OF C	EOJIT EMPLOYE	E (For Trac	ding)							
Are you a relative of Geo	ojit employee?		Yes		□No					
Employee code:										
Employee name :										
P. OTHER DETAILS	S									
Is the entity involved / providing any of the following services	For Foreign Exchange Gaming / Gambling Money Lending / Pav	/ Lottery Servi	•		etting syndicates)			Yes Yes Yes]No]No]No
Are you a Non-Profit Organisation:	Yes No ("Non profit organisation" r or any similar State legislatio	means any entity o	or organisation t egistered under	hat is regis section 25	stered as a trust or a soc of the Companies Act	iety under the Socie , 1956 (1 of 1956); o	ties Registration	n Act, 1 ne Comp	860 (21 panies A	of 1860) act, 2013)
Q. IN CASE OF FII	S/OCBS/OTHERS	(AS MAY	BE APPLI	CABL	E)*					
Foreign Address (Submit valid Proof of Address)						Pin Code				
RBI Reference No.				RB	BI Approval Date	D D	M M	Υ	Υ	YY
SEBI Registration No. (for FIIs)							1			
R. CLEARING MEA	ABER DETAILS (to	be filled u	p by Clea	aring N	Members only	for Non-In	dividual)		
Name of Stock Exchange			Na	ame of C	Clearing Corpora	tion				
Clearing Member Id			SE	BI Regis	stration No.					
Trade Name			CN	и-BP-Id	(to be filled up k	y Participant)				

^{*}Not applicable for Commodity trading

S. I	IST OF FAMILY MEM	BERS (Co	parcener) (Se	narate Annexure	maybe used in case number of members is higher)					
Sr No.	Name of Coparcener/ Member	Gender	Date of Birth	Relation with Karta	Whether Coparcener/Member (please specify)					
					,					
ТГ	DECLARATION									
		nocitory and	Danasitary Partis	inanta/Capital Market/	Commodity market pertaining to an account which are in force now					
1.	have been read by me/us and I/we such accounts. I/We hereby declare inform you of any changes therein,	have understo that the deta immediately.	ood the same and ils furnished abo In case any of th	I/we agree to abide by ve are true and correct e above information i	commonly market pertaining to an account which are in force how yound to be bound by the rules as are in force from time to time for to the best of my/our knowledge and belief and I/we undertake to s found to be false or untrue or misleading or misrepresenting, I am/also declare that I / we have complied and will continue to comply					
2.	I/we understand and acknowledge t	he fact that I/v nd accept that	ve am/are at liber such withdrawal	ty to withdraw all or a shall entitle you to wi	ny of the information provided by me/us and the same shall be made thdraw all or any of the services provided to me/us under the account					
3.	I/We confirm having read/been exp Additional Rights and Obligations	of Stock Brok	er/Commodity M	ember/Authorised Per	t on policy and procedures of the stock broker/commodity member, son, Other Products& Services and the tariff sheet.					
4.										
		ember, author	ized persons and tradingl:	client for trading on	Commodity Exchanges [including additional rights & obligations in					
	c) Rights and Obligations of Sto	ock Broker &	Clients For Margi	n Trading Facility (M	ΓF)					
	d) Uniform Risk Disclosure Doe) Guidance note detailing Do'									
	f) Guidance note detailing Do's	s and Don'ts	for trading on co	mmodity exchanges;						
5.					ar languages are available in our website. /We have also been informed that the standard set of documents has					
J.	been displayed for information on	stock broker's	designated web	site.						
6.					nd understood the contents of the Standard Documents.					
7.	• Rights and Obligations of benefic				ckbrokers, Depositories and Depository participants"					
8.	I/We declare that in case of my/our	receiving dire	ct/indirect fundir	ig from Warehouse Se	rvice Providers (WSPs), I/We shall not trade on behalf of such WSPs/					
	their Key Managerial Personnel inc WSP/Group concerns/associates, di	luding their w irectly or indi	/hole time directo rectly / persons '	ors and their relatives acting in concert'	*, / entities owned or controlled by promoters/management of such					
	*(as defined in the Companies Act	2013)	, .							
	(Please tick if applicable) In the funding. I/We undertake to inform	e context of t Geoiit immed	he above, I/We a	are providing the list	of WSPs (Annexure) from whom I/We are receiving direct/ indirect properties of the Annexure					
9.	I/We understand that, if I/we have s	igned the NA(CH mandate, it is	applicable for Equity	and Mutual Fund SIPs, Margin payments, collecting of MTM debit for ille enrolling as a client of Geojit. I/We further confirm having read e standard documents.					
10.	and understood the terms and cond I / We are aware that my/our trading/I	ditions applica DP account wil	ible to the NACH I be opened as per	I mandate given in the name available in Inco	e standard documents. ome tax database.					

Name of Trading Account Holder		
	Signature:	(Full signature required) (S-16)

AUTHORISED SIGNATORIES	(Enclose a Board Resolution for Authorised Signatories. In case of HU	JF details of Karta to be given)
Sole/First Holder	Name	Signature(s)
First Signatory/Karta of HUF		S-17 (Full signature required)
Second Signatory		S-18 📭 (Full signature required)
Third Signatory		(Full signature required)
Other Holders		
Second Holder		(Full signature required)
Third Holder		(Full signature required)

MODE OF ORENATION	FOR COLE/FIRST HOLDER # COLE He He	
	FOR SOLE/FIRST HOLDER (In case of joint holdings, all the	holders must sign. In case of HUF this is not applicable)
☐ Any one singly		
☐ Jointly by		
☐ As per resolution		
Others (please specify)		
Notes:		
	nal signatures, separate annexures should be atta	ached to the application form.
2. Thumb impressio	ons and signatures other than English or Hindi or a of the Constitution of India must be attested by a <i>l</i>	ny of the other language not contained in
3. For receiving Stat	rement of Account in electronic form:	
I. Client must ε	ensure the confidentiality of the password of the e	email account.
II. Client must p	promptly inform the Participant if the email addre	ess has changed.
	pt to terminate this facility by giving 10 days prior sacility by giving 10 days prior notice.	or notice. Similarly, Participant may also
	ver is not applicable.	
 Place :		
Date:		
	FOR OFFICE LISE ONLY	
UCC Code allotted to the Cl	FOR OFFICE USE ONLY	
DPID:	☐ IN300239 ☐ 12048900 ☐ Not Applic	rahle
	Documents verified with Originals	Client Interviewed by
Name of the Employee	2 Southerto Vermou mar Criginals	Great med versus 27
Employee Code		
Designation of the employe	ee	
Date		
Signature		
Place		
also made the client aware of Rights & Obligations and Cundertake that any change	we made the client aware of 'Policy and Procedures', tariff sheet of 'Rights and Obligations' document (s), RDD, Guidance Note Customer Awareness Documentation (PMLA). I/We have given in the 'Policy and Procedures', tariff sheet and all the non-mate that any change in the 'Rights and Obligations' and RDD wots.	. I/We also made the client aware of Geojit additional en/sent him a copy of all the KYC documents. I/We andatory documents would be duly intimated to the
Signature of the Branch Man	ager/Authorised Signatory	Seal/Stamp of Authorized Intermediary (Branch/Authorised Person)
Date:		
	SENERATOR FOR TRADING BENEFITS	
Employee name		
Employee Code		
Lead ID		

Mandatory

SCHEDULE OF CHARGES FOR CASH, F&O AND CURRENCY TRADING CLIENTS

S	CHEDULE (OF CHARGI	S FO	OR CASH, F&	kO AND CURRE	NCY TRADI	ING CLIEN	IS
*EQUITY CAS	H SEGMEN	Г			<u> </u>			
Offline					Online (Not ap	plicable for	r NRI clients	s)
Delivery Brokerag	e	Daily Volum	e Intr	aday Brokerage	Delivery Brokerage		Intraday Broke	erage
0.50%		0-25 Lac		0.05%	0.3%		0.03%	
		25-50 Lac		0.04%				
		50 Lac - 1 C	_	0.035%				
		1 Cr & Abov	/e	0.03%				
*DERIVATIVE	SEGMENT							
Stock Futures		Index Future	S		Brokerage for ph	ysically settle	ed equity der	rivatives shall be
0-25 Lac	0.05%	0-10 Lac		0.05%	same as equity c	ash delivery	segment.	
25-50 Lac	0.04%	10-50 Lac		0.04%	Futures	Equity	Options	Currency
50 Lac to 1 Cr	0.035%	50 Lac to	2 Cr	0.03%			tock and Index)	,
1 Cr & Above	0.03%	2 Cr to 5 C	:r	0.025%	0.01%	Rs 50	ner lot	Same as offline
		5 Cr and A	bove	0.02%			•	Same as omme
Options (Lot w	ise)				Minimum Brokerag			over is bigbor Deth
Intraday Carry Forward			Rs 20/- per contract or 1 paise per share whichever is higher. Both subject to maximum of Rs 0.25 per share/debenture or 2.5% or					
Rs 150 per lot	Rs 200 per	r lot			the contract price	act price per share/debenture whichever is higher.		
Currency					In case the contra			
Instrument	Symbol	Brokerage pe	r lot (Rs.)	contract or 5 paise	per share whi	ichever is high	er. Both subject to
FUTCUR	EURINR			on both sides)				
FUTCUR	GBPINR			on both sides)				
FUTCUR	JPYINR			on both sides)				
FUTCUR &	USDINR	10.00 (appli	cable	on both sides)				
OPTCUR The Brokerage	for Interest R	Pata Futuras	caam	ent (IRE) _	the branch set u			_
0.02% on the v			segiii	ient (IKI) =	Both subject to Rs 100 per lot f			
					online trade whi			70/73 pci 10t 10
Minimum Brokerage of Offline trades. DCN+DDPI Clients: Rs.20 per order for every order (executed), Rs.20 per Scrip			Brokerage in Ex			acts:		
or 1 paise per share					Nil	p, o. 2 o		
NON-DCN/NOI					SCHEDULE OF CH	ARGES FOR N	RI CLIENTS:	
order (executed					Separate sheet atta			
whichever is hig	gher, round o	ff to two dec	imal	places.	Geojit reserves the	right to revise h	orokaraga structi	ire & other statutory
Contract wise I					charges as applicabl			
UP/Delhi/Punjal					the trading website	/customer care	direct commu	nication. Old rate
Both subject to m					will be applicable for	or existing clien	ts submitting th	is booklet as part o
of the contract p	rice per share/	debenture wh	ichev	er is higher.	KYC updation.			
Statutory Charge Online Clients			and		*Miscellaneous		Ds 100/ nor ma	anth.
		iay De)			SMS Alert Service (Tradin Printed Statement F	g kecommendations Request	ks 100/- per mo Rs 50/- per realies	ontn st (through ordinary po
Securities Transac	, ,		0.10	0/	Cheque Bounce/Ca	ncellation	Rs 250/-	
Delivery in Cas	n		0.10	7/0	Interest on delayed	Payments	18% per annun	n. Subject to chang
Intraday in Cash	only on selli	ing side	0.02	5 %	Interest on MTF dek Interest will be applicable			n. Subject to chang
Futures only on	selling side		0.01	%	requirement is not mainta	ined in Cash or Cash	i equivalent.	
					*Inter-Settlement Ch	arges (For Clients	who have Demat	Account with Geoiit)

Online Clients as the case may be)

Securities Transaction Tax (STT)

Delivery in Cash
Intraday in Cash only on selling side
Options only on selling side
Options only on selling side
Options only on selling side
Sale of an option, where option is exercised
Online

*Exchange Levy

Stamp Duty

As applicable from time to time

*All charges are exclusive of taxes, Levies and other statutory charges

*Inter-Settlement Charges (For Clients who have Demat Account with Geojit) Regular Service Demat Account (RSDA) Basic Service Demat Account (BSDA) Electronic Electronic Physical Physical Communication Communication Communication Communication 0.02% subject to a minimum of Rs.15/- and maximum of Rs.20/- and maximum of 0.05% subject to a minimum 0.05% subject to a minimum of Rs.50/- and maximum of Rs.75/- per transaction. Rs.40/- per transaction. Rs.40/- per transaction. *Inter- Settlement Charges (For Clients who do not have Demat Account with Geojit) Who avail electronic communication Who avail physical communication 0.02% subject to a minimum of Rs.20/- and maximum of Rs.40/- per transaction. 0.02% subject to a minimum of Rs.15/- and maximum of Rs.40/- per transaction.

Signature (\$22) (Trading Holder Signature)

SCHEDULE OF CHARGES FOR COMMODITY TRADING

1. BROKERAGE					
GENERAL BROK	ERAGE DETAILS		SPECIAL BROKE	RAGE DETAILS	
Dualtanaga	Trading / Intra Day	Dalimann	Dualianaga	Trading / Intra Day	Dalimann
Brokerage	Buy & Sell (Each Leg)	Delivery	Brokerage	Buy & Sell (Each Leg)	Delivery
Commodity	0.05%	0.25%	Commodity		
Derivatives	0.03 /0	0.23 /0	Derivatives		
Commodity Option	Rs. 150/Lot Option Carry forwar	d Rs.250/Lot			

Statutory Charges (Applicable to C	Offline and Online Clients as the case may be)	
Securities Transaction Tax (STT)		Commodities Transaction Tax (CTT)
Options only on selling side	0.05%	Futures only on selling side	0.01%
Sale of an option, where option is exercised	0.125%		
Goods & Service Tax (GST)			18%
*Exchange Levy			As applicable from
Stamp Duty			As applicable from time to time
Risk Management Fee (For NCDEX G	roup A Comm	nodity)	

^{*}All charges are exclusive of taxes, Levies and other statutory charges

Note:

- 1. The above rates are exclusive of Stamp Duty and GST which will be charged extra at the rate prevailing from time to time. Further it is exclusive of Exchange Transaction Charges and SEBI turnover fees.
- 2. All statutory liabilities on account of any State or Central Government taxes, as applicable on the Commodities shall be the responsibility of the client, and the same is not covered in the above schedule.
- 3. In case of delivery contracts in Futures, the Warehouse, delivery allocation, clearing and forwarding charges, Exchange charges and applicable GST and other Levies would be charged at actuals, in addition to above referred charges.
- 4. Penal charges from the exchanges towards margin shortages, position limit violations, failure / non-settlement of delivery obligations etc. shall applicable at actuals.
- 5. Geojit shall exercise right over the commodities in the beneficiary account, in event of non-settlement of the above charges /obligations by the client, for purpose of realisation of dues of exchange or Geojit.
- 6. The General Rates as mentioned here shall be applied unless the Special Rates as may be agreed by the Client and the same are mentioned above.
- 7. Minimum brokerage of Rs. 50/- per day or the agreed brokerage, whichever is higher will be applicable.
- 8. For post / courier, Rs.20/- will be charge per instance.
- 9. For Internet and Wireless technology based trading facility, additional charges with regard to software access etc. will be applicable as per the terms agreed at relevant point in time.
- 10. Any request for additional / duplicate copies of contracts and statements besides the scheduled dispatch will be charged at Rs.100/- per request.
- 11. Late / delayed payment charges will be levied @ 18% p.a. (subject to change).
- 12. For cheque cancellations / bounce, Rs.250/- (inclusive of applicable tax) will be charged.

Geojit Financial Services Ltd., reserves the right to revise brokerage structure, statutory charges as applicable, under respective laws, and the other charges by display of the same on the trading website/customer care site / intranet portal or through e-mails/letters.

SCH	EDULE OF CHARGES-DEPOSITORY	SERVICES
Description of Charges	Regular Services Demat Account (RSDA)	
Account Opening Charge	Nil(Statutory Charges applicable)	Nil(Statutory Charges applicable)
Dematerialisation Charges for Listed shares	Rs.100/- per demat request for a maximum of 5 certificates. Rs.20 for each additional certificate thereafter plus courier charges @ Rs.100/-	Rs.100/- per demat request for a maximum of 5 certificates. Rs.20 for each additional certificate thereafter plus courier charges @ Rs.100/-
Dematerialisation Charges for Unlisted Shares	Rs.100/- per certificate plus courier charges @ Rs.100/	Rs.100/- per certificate plus courier charges @ Rs.100/
Dematerialisation Charges for MF schemes	Rs.100/folio if ARN code belongs to GFSL, Barjeel Geojit, QBG Geojit, BBK (Bahrain & Kuwait) Rs.250/folio in the case of any other ARN code	Rs.100/folio if ARN code belongs to GFSL, Barjeel Geojit, QBG Geojit, BBK (Bahrain & Kuwait) Rs.250/folio in the case of any other ARN code
Rematerialisation Charges	Rs.10 for every hundred securities or part thereof;} or Rs.10 per certificate, whichever is higher} + courier charges Rs.35 per scrip. This is subject to a maximum of Rs.5 Lakh per request	Rs.10 for every hundred securities or part thereof;} or Rs.10 per certificate, whichever is higher} + courier charges Rs.35 per scrip. This is subject to a maximum of Rs.5 Lakh per request
Non- Disposal Undertakings/ Agreement (NDU) charges	0.02% of the value of securities upon creation of hold subject to a minimum of Rs. 500 & Legal charges Rs.1000/	0.02% of the value of securities upon creation of hold subject to a minimum of Rs. 500 & Legal charges Rs.1000/
DIS Book Re-issue charges Minimum 10 slips	Rs.2 per slip plus Rs.35 postal charges within India. Postal charges outside India varies.	Rs.2 per slip plus Rs.35 postal charges within India. Postal charges outside India varies.
Custody Charges	Nil	Nil
Transaction Charges {Late Submission of DIS i.e rec	reived on pay-in day, will be charged Rs	25/- per transaction}
A – Market Trades a) For transaction through	0.02 % subject to a minimum of Rs.15/ - and maximum of Rs.40/- per transaction, if the delivery is through DDPI/Speed-e with DCN	0.05% subject to a minimum of Rs.50/ - and Rs. 75/- maximum per transaction if the delivery is through DDPI/Speed-e with DCN
a) For transaction through Geojit Debit (Sales)	0.02% subject to a minimum of Rs.20/ - and maximum of Rs.40/- per transaction, if the delivery is through DIS or DDPI without DCN	0.05% subject to a minimum of Rs.75/-and maximum Rs.100/- per transaction for Non DCN clients
Credit (Purchase)	Nil	Nil
b) For transaction through other brokers Debit (Sales)	0.02% subject to a minimum of Rs.50/ - and maximum of Rs.100/- per Transaction	0.05% subject to a minimum of Rs.100/- and maximum of Rs.150/- per transaction
Credit	Nil	Nil
B – Off Market Trades Debit (Sales)	0.02 % subject to a minimum of Rs.20/- and maximum of Rs.40/- per transaction, if the receiving demat accounts is with Geojit.If the receiving demat account is outside Geojit, then 0.02% subject to a minimum of Rs.50/- and maximum of Rs.100/- per transaction	0.05 % subject to a minimum of Rs.50/ - and maximum of Rs.75/- per transaction, if the receiving demat accounts is with Geojit.If the receiving demat account is outside Geojit, then 0.05% subject to a minimum of Rs.100/ - and maximum of Rs.150/- per transaction
B-1- Off Market Trades (Unlisted securities)	0.02% per transaction (Subject to a minimum of Rs.100/-)	0.02% per transaction (Subject to a minimum of Rs.100/-)
Credit	Nil	Nil



SCHEDU	LE OF CHARGES-DEPOSITORY SER	VICES Contd	
Annual Maintenance Charges (A	AMC)		
Resident & Non Resident Account	Rs.700/-	Slabs	Charges
		For Debt Securities	
Speed-e Advance	Rs.1000/- for clients who trade with other brokers	Upto Rs 1,00,000	No AMC
Speed-e AMC	Rs.100/-	1,00,001 to 2,00,000	Maximum Rs. 100
Corporate Account	Rs.1250/-	For others than Debt	Securities
Special AMC offer for Individual	Rs. 2500/- for 6 years	Upto Rs. 50,000	No AMC
Clients	ients (In case of closure of demat account during the offer period, AMC for the succeeding period shall be refunded after deducting the actual AMC charges)	50,001 to 2,00,000	Maximum Rs. 100
		Holding value above Rs.200000/- (Debt and Non- debt securities separately) the tariff for RSDA will be applicable.	
Pledge Charges			
Pledge creation	Rs.50/- per transaction	Rs.100/- per transact	ion
Pledge closure	Nil	Nil	
Pledge Invocation	Rs.50/- per transaction	Rs.100 per transaction	on
Margin Pledge Transaction cha	rges		
Description of charges	Charges for client request through Electronic mode	Charges for client Physical form	request through
Margin Pledge & Release of Margin Pledge	Rs 10/- per scrip	Rs.10/- per scrip Subject to a minimurequest	um of Rs.50 per
Invocation of Margin Pledge & Invocation of Margin Re-pledge	Rs 10/- per scrip	Rs.10/- per scrip Subject to a minimurequest	um of Rs.50 per

Note:

- ❖ All charges are exclusive of taxes, levies and other statutory charges. The value of securities is calculated on the basis of NSDL price list.
- Charges are collected upfront by Cash/local cheque/DD or it will be debited to trading account of Sole/ Joint demat account holder maintained with Geojit.
- Interest of 13% p.a would be charged on the dues amount from the due date.
- ❖ For BSDA account value of holding will be determined on a daily basis ,account will be levied higher applicable AMC on value of holding exceeding prescribed limit from the next day of exceeding such limit.
- As and when an existing BSDA account becomes RSDA or vice versa, the charges pertaining to the account, as mentioned above, will be applicable from that day onwards.
- ❖ In the case of BSDA account, additional printout of statements will be chargeable @ Rs.25/- per statement per account (Only two statements are free of cost) and Call Centre support will be chargeable @ Rs.30/- + GST/call.
- The above charges are subject to change with 30 days prior intimation.







DEMAT DEBIT AND PLEDGE INSTRUCTION

Date:			
/We,			
1	 	 	,
2	 	 	,
3			

[Name/s of the DP account holder/s (as applicable)] is/ are part-taking in the trading/ investment facilities offered by Geojit Financial Services Ltd. and pursuant to the same, I/we hereby authorize Geojit Financial Services Ltd (TM/CM) to access my/our below mentioned Demat account for the limited purposes as listed below:

Sl. No.	Purpose	Signature of the Client(s)
1.	Transfer of securities held in the Beneficial Owner account(s) of me/us towards Stock Exchange-related	1st Holder (S30) 🔯
	deliveries/settlement obligations arising out of trades executed by me/ us on the Stock Exchange through the same Stockbroker	2nd Holder 👀 🖙
		3rd Holder 😘 🔯
2.	Pledging / re-pledging of securities in favor of the Trading Member (TM) / Clearing Member (CM) for the purpose of meeting margin requirements of me/	1st Holder 😘 🕼
	us in connection with the trades executed by me/ us on the Stock Exchange	2nd Holder €34 🖙
		3rd Holder (≤35) 📭
3.	Mutual Fund transactions being executed on Stock Exchange order entry platforms	1st Holder 😘 🖙
		2nd Holder 😘 🔊
		3rd Holder S33 ₽37
4.	Tendering shares in open offers through Stock Exchange platforms	1st Holder S39 🔯
		2nd Holder 👊 🕼
		3rd Holder €41 🔯

The securities transferred on the basis of this Demat Debit and Pledge Instruction (DDPI) shall only be credited to Geojit's Trading Member Pool Account (CMBP ID IN506594 & Pool account number 10000004/IN300239, 1204890000000319, NSCCL(MFSS) 1100001100017837, NSCCL (MFSS) CM BP ID IN565576, CMBP ID IN603287 & Pool account number 10324155/ IN300239, 1204890000000283, CMBP ID IN473978 & Pool account number 14219233/IN300239, 1204890000144856) for the purposes mentioned above in relation to the below mentioned Trading Account and Demat Account held singly/ jointly by me/us. I/ We shall retain the liberty to revoke/cancel the instructions contained herein at any time, provided such cancellation/ revocation shall not be applicable to those obligations arising out of the trades carried out by me/ us prior to such cancellation or revocation.

ACCOUNT TYPE	TRADE CODE / CLIENT ID	BROKER / DP
Trading Account	Trade Code:	Geojit Financial Services Ltd.
	Name :	
Demat Account	DP Client ID :	DP Name
		DP ID :

S-42	(Full signature required)
	(Sole /First Holder Signature)



RUNNING ACCOUNT AUTHORISATION

I maintaining a trading account with Geoiit Financial Services Ltd. hereby authorise Geojit Financial Services Ltd. 34/659 - P, Civil Line Road, Padivattom, Kochi -682 024 to operate my account on Running account basis.

I hereby authorise Geojit for the following with regard to my trading account for transactions in the Commodities/ Securities markets that I have opted for and where Geojit continues holding membership.

- To effect transfer of my credit balances in one exchange segment to the ledger or the credit of same and/or other exchange as may be applicable to meet the margin and/or settlement obligations on my accounts as necessitated.
 - I hereby declare that I have read and understood the general guidelines issued by exchanges to members on releasing funds payouts. However, being fully aware of the same, I have authorised Geojit to retain / utilise credits as mentioned above, for operational convenience.
- To retain settlement credits in my account to settle/ release the credits or any such amount only on receipt of specific advice/instruction that can either be oral or in writing. The above is applicable to funds. On request, geojit shall transfer funds lying in credit with geojit within one working day.
- To retain and utilise the financial ledger credits (amounts) towards my obligations arising out of trades executed through Geojit at any Exchange segment in my account.
- I understand that in respect of any derivative market transaction, apart from margin liability as on the date

of settlement, trading member may retain additional margins (maximum upto the percentage prescribed under the prevailing guidelines as per Exchanges / SEBI) to take care of any margin obligation arising in next days.

- I have opted to have settlement of funds on a periodic basis and not to have a contract wise / bill wise / settlement wise transfer of funds between me and Geoiit.
- I am aware of my account is maintained on a 6. Running account basis. The actual settlement of funds shall however be done by Geojit, at least once at such periodicity as prescribed by the Exchanges / SEBI.
- 7. I am aware that the authorization may be revoked by me at any time (ie without notice). I understand that the revocation of authorization shall be applicable immediately on receipt of request by Geojit at Head Office. GEOJIT may release the funds to me on my settlement date or on request or on revocation of authority, if sufficient margins in respect of my trading, across the Stock Exchange(s) and across the segment of the Stock Exchange(s) are available with GEOIIT.
- I we shall not make any claim whatsoever upon 8. Geojit for Geojit standing guided by this authorisation in favour of maintaining my account on Running Account basis.

9.	I shall prefer settlement of funds once in a calendar
	quarter \square or a calendar month \square [tick any one].
	The actual settlement of funds shall be done by
	Geojit as specified by SEBI and Exchanges from time
	to time.

The Earl 20 1	- 4	c	1/	la.	
	м	N.	24	70]	



CLIENT COMMODITY WISE CATEGORISATION (MANDATORY - ONLY FOR COMMODITY CLIENTS)

Geojit Financial Services Ltd.

34/659-P. Civil Line Road, Padivattom, Kochi-682024, Phone: 0484-2901000

I do hereby declare that my Commodity wise categorisation as a participant is as follows:

SR. NO.	SYMBOL DESCRIPTION	*FARMER/ FPOS	*VALUE CHAIN PARTICIPANTS (VCPs)	*PROPRIETARY TRADES	*DOMESTIC FINANCIAL INSTITUTIONAL INVESTORS	*FOREIGN PARTICIPANTS	*OTHERS	
1.	ALUMINIUM	X						
2.	BARLEY							
5.	CASTOR SEED							
6.	CHANA							
7.	COPPER							
9.	CORIANDER							
10.	COTTON							
11.	COTTONSEED OIL CAKE							
12.	CRUDE PALM OIL							
13.	CRUDEOIL	X						
15.	GOLD	X						
16.	GUARGUM							
17.	GUARSEED							
19.	JEERA							
21.	KAPAS							
22.	LEAD	X						
23.	MAIZE							
24.	MENTHAOIL							
25.	NATURALGAS	X						
26.	NICKEL	X						
28.	RAPEMUSTARDSEEDS							
30.	RUBBER							
32.	SILVER	X						
33.	SOYABEAN							
34.	SOYOIL							
35.	STEEL	X						
37.	TURMERIC							
39.	ZINC	X						
41.	PADDY							
42.	NCDEX-Indices							
43.	MCX ICOMDEX	X						
44.	SESAMESEED							
45.	BAJRA							
34.	COFFEE							

I also give my consent to upload the information to the respective commodity exchanges.



^{* 1)} Farmers/FPOs: It includes participants such as farmers, farmers/cooperatives, Famers Producers Organisations (FPOs) 2) Value chain participants (VCPs): It includes participantssuch as Processors, Commercial users as Dal and Flour Millers, Importers, Exporters, Physical Market Traders, Stockists, Cash & Carry participants, Produces, SMEs/MSMEs & Wholesalers etc., but exclude farmers/FPOs. 3) Proprietary traders: It includes the members of stock exchanges trading in their proprietary account. 4) Domestic financial institutional investors: It includes participants such as Mutual Funds (MFs), Portfolio Managers, Alternative Investment Funds (AIFs), Banks, Insurance Companies and Pension Funds etc., which are allowed to trade in commodity derivatives. 5) Foreign participants: It includes participants such as Eligible Foreign Entities (EFEs), NRIs etc. which are allowed to trade in commodity derivatives markets. 6) Others: All other participants which cannot be classified in the above categories.

UNDERTAKING FROM CLIENTS ON THE EQUITY DERIVATIVE, CURRENCY DERIVATIVE, COMMODITY DERIVATIVE SEGMENT AND MTF FOR AVAILING EXPOSURE AGAINST HOLDINGS

I, Mr.//	Ms
_	residing athereby undertakes as follows:
1. V	Whereas I have registered with Geojit Financial Services (Geojit), as a client with client code
[Whereas I have opted to avail exposure against holdings (of approved scrips as per Geojit policy) in the Equity Derivative, Currency Derivative, Commodity Derivative segment and Margin Trading Facility (MTF). I am aware and agree that trading in Equity Derivative, Currency Derivative, Commodity Derivative segment and Margin Trading Facility (MTF) involves daily settlement of MTM losses and a ailure on my part to remit the same may result in the sale of the holdings by Geojit.
U (am also aware that the markets can be volatile as a result of which I may be called upon to pay additional margins by Geojit. I understand and affirm that in the event of my failure to meet such enhanced margin requirements, within the time frame stipulated by Geojit, it (Geojit) can close out my positions and still if any outstanding amount are found payable to Geojit the same shall be recovered by selling the said holdings from my DP Account. The timing and choice of shares and its price shall be at the discretion of Geojit.
Place	
Date	(Full signature required) Name and Signature of Client

ACKNOWLEDGEMENT

Geojit Financial Services Limited

34/659-P, Civil Line Road, Padivattom, Kochi-682024

Dear Sir,

I hereby acknowledge receipt of the standard KYC documents (Mandatory and Non-mandatory) set from you:-

- 1. Rights and Obligations of Stock Broker and Clients
- 2. Rights and Obligations of Member, Authorised Person and Clients
- 3. Risk Disclosure Document (RDD) of securities and commodity market
- 4. Rights & Obligation of Depository Participants & Beneficial Owner
- 5. Rights and Obligations of Stock Broker & Clients For Margin Trading Facility (MTF)
- 6. Guidance note on securities market- Do's and Don'ts for investors
- 7. Guidance note on commodity market- Do's and Don'ts for investors
- 8. Geoiit Policies and Procedures
- 9. Additional Rights and Obligations of Stock-broker/Member/Authorised Person and Client.
- 10. Investor Charter for Stockbrokers, Depositories and Depository participants.
- 11. Authorisation to debit funds from client designated bank account to meeting fund or systematic SIPs.

I state that I have read and understood all above documents and these documents are binding upon me.

I also acknowledge receipt of following document.

1. Customer awareness document on PMLA

Thanking you,

Note: The above mentioned standard set of KYC documents, which are part of the Stock broking, commodity and depository account opening kit is made available in our website www.geojit.com in 15 regional languages for your ease reference.

CASH RECEIPTS & PAYMENTS STRICTLY NOT ALLOWED

Clients are requested to make payments to "Geojit Financial Services Ltd." by Cheques/Account transfers. In case of Demand Drafts / Pay-Orders, client to substantiate that the same is drawn favouring Geojit Financial Services Ltd. wtih his/her/their permission and knowledge. The Demand Drafts/Payorders must be accompanied by DD Slip or Bank Letter or Bank Statement etc. clearly showing that DD is issued from Client's Bank account only.

Disclosures

- 1. In line with industry standards & practice and our business requirements, our employees are incentivized, financially or otherwise, for the business generated through various financial products & services offered. However, we do not have an incentive structure that encourages sale of products that are in conflict with your interests. Earnest efforts have been made to introduce the most comprehensive products & services, keeping our client's best interest in mind. This disclosure is being made voluntarily, towards our initiative to eliminate conflict of interest situations.
- 2. We do not offer any products with guaranteed returns.
- 3. Geojit disclose herewith that it currently does not undertake proprietary trading.

			FOR HO USE ONLY			
		С	LIENT DUE DILIGENCE CHECKLIST			
 1. 2. 3. 4. 	Confirmed that the Client has been verified against the SEBI debarred list. Confirmed that the Client has been verified against the UN Sanctions list. The identity of the client does not match with those in the SEBI debarred list or the UN Sanctions list. Does not Match Does Match (tick whichever is applicable) Action taken if the name is found matching					
			In case of FPI Clients Only			
a)		endi	med that client is a resident of a country whose Securities x- A signatory to IOSCO's Multilateral Memorandum of nichever is applicable)	□Yes	□No	
			OR			
b)	Confirmed that the client is a r of Understanding with SEBI (ent of a country who is a signatory to bilateral Memorandum whichever is applicable)	Yes	□No	
c)	and confirmed that the clien	ıt is ı	n-cooperative jurisdictions of the FATF Public Statements not resident in a country falling within the High Risk and the FATF Statement (tick whichever is applicable)	Yes	□No	
	(Notes: (i) If either (a) & (b) al	bove	or (c) above indicates "No", the account shall not be open	ed)		
	Name of Verifying Employee	:				
	Employee Code	:				
	Date Verified	:				
	Signature	:				

		STANDARD DOCUMENTS	Version 25
SL. No.	Name of the Document	Brief Significance of the Document	Page No.
MA	NDATORY DOCUMENTS AS P	RESCRIBED BY SEBI	
1	Rights and Obligations of Stock Broker, Sub-brokers and Clients	Document stating the Rights & Obligations of stock broker/ trading member, sub-broker and client for trading on stock exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	49-54
2	Rights and Obligations of Member, Authorised Person and Clients	Document stating the Rights & Obligations of Member, Authorised Person and Clients for trading on commodity exchange (including exchanges additional rights & obligations in case of internet/wireless technology based trading).	55-63
3	Risk Disclosure Document (RDD) of securities and commodity market	Document detailing risks associated with dealing in the securities and commodity market.	64-67
4	Guidance Note of securities market	Document detailing do's and don'ts for trading on stock exchange, for the eduction of the investors.	68-69
5	Guidance Note of commodity market	Document detailing do's and don'ts for trading on commodity exchange, for the eduction of the investors.	70-71
6	Policies and Procedures of securities and commodity market	Document describing significant policies and procedures of the stock broker/member of commodity exchange.	72-75
7	Rights and Obligations of demat account holder	Rights and Obligations of demat account holder.	76-78
VOI	LUNTARY DOCUMENTS AS PR	ROVIDED BY THE STOCK BROKER/THE COMMODITY MEM	1BER
8	Rights and Obligations of Stock Brokers and Clients for MTF	Rights and Obligations of Stock Brokers and Clients for Margin Trading Facility (MTF)	79-84
9	Additional Rights & Obligation Document for stock Broking, commodity transaction and Other Products & Services.	To avail value added products and services from Geojit.	85-103
10	Cusomer Awareness Document- Anti-Money Laundering	To create awareness about Prevention of Money Laundering Act 2002	104-105

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS

as prescribed by SEBI and Stock Exchanges

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

- 13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
- 15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock

- broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
- 16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand canceled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
- 17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/ notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

- 27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
- 28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the

- other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/ withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, interalia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
- 37. 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.

ELECTRONIC CONTRACT NOTES (ECN)

- 37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

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

LAW AND JURISDICTION

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

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.)

- 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 User name 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 User name 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 user name/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 User name/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

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

as prescribed by SEBI and Commodity Exchanges

- 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-
 - 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.
- c. The factors to be taken into account while determining whether a term is unfair, include
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;

^{**}contracts offered by commodity exchanges

- 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.

13. B.

- 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;
 - 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;
 - 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.

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 thereunder 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
 - 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 much 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 16a.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 clientsfor 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.
- 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, interalia, 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
- 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.

- 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 or 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.

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 behavior;
 - 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 (created by the client) to the Member (Kindly refer Annexure 3 of page number 39). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The

- client shall communicate to the Member 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 periodunder 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.
- 48. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

LAW AND JURISDICTION

- 49. In addition to the specific rights set out in this document, the Member, Authorised 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. 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.
- 54. 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.
- 55. 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.)

- 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.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS AND COMMODITY EXCHANGES

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

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 Exchanges /SEBI endorsed or passed any merits of participating in the trading segments/Commodity Derivatives. 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, commodity futures contracts/ derivatives or other instruments traded on the Stock /Commodity Exchanges, 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 exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and the 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/Commodity exchanges.

It must be clearly understood by you that your dealings on Stock/Commodity exchanges through a stock broker/member shall be subject to your fulfilling certain formalities set out by the stock broker/member, 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/Commodity exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock/Commodity exchanges or its Clearing Corporation and in force from time to time.

Stock/Commodity 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/member of 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 Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

- 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security /derivatives contract.
- 1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

Rumors about companies / currencies /price of a commodity 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 price hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network,

which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. AS FAR AS DERIVATIVES SEGMENTS / FUTURES COMMODITY DERIVATIVES 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/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 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/ commodity derivatives contracts 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 closing price 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/member to provide the full details of derivatives/commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

- 1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

investor may lose all or a significant part of his investment in the option.

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

2.4 Risks of Option Writers:

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- 3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

4. GENERAL

4.1 Deposited Cash & property

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm becoming 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 the 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.

4.2 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.

- 4.3 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker /member for the purpose of acquiring and/or selling of securities / derivatives contracts/commodity derivatives through the mechanism provided by the Exchanges.
- 4.4 The term 'stock broker 'or 'member' shall mean and include a stock broker, a broker or a stock broker, a Trading member who has been admitted as such by the Exchanges and who holds a registration certificate from SEBL.

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

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

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

- 15. 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.
- 16. 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

17. 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.

GUIDANCE NOTE - DO's AND DON'TS OF COMMODITY 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, www.nmce.com, www.ncdex.com 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 https://www.mcxindia.com/en/login, www.nmce.com, www.ncdex.com.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:

- 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.

POLICIES AND PROCEDURES

1. COLLECTION OF MARGINS:-

Margins, by whatever name called & defined by the Exchanges *viz*. Initial margin, Exposure margin, Pre-expiry margin, Tender period or delivery period margin, Additional margin and Special cash margin or any other margin specified by Exchanges/Regulator from time to time. Geojit reserves the discretion to call for a higher percentage of margins from the client, than stipulated by the Exchanges/Regulator, depending on its risk assessment or Surveillance parameters or volatility in the markets.

All margins are collected in Funds and collaterals. Funds are collected by way of Account payee cheque, NEFT / RTGS / IMPS etc. Collaterals can be in the form of Fixed Deposit Receipts, pledged securities and any other form decided by Geojit from time to time. The threshold/apex limit each form of collaterals, the ratio of funds and collaterals and their hair-cuts are solely at discretion of Geojit subject to the guidelines laid down by Exchanges/Clearing House /Regulator.

2. REPORTING OF CLIENT'S MARGINS TO EXCHANGES AND PENALTY FOR MARGIN VIOLATIONS-:

Margin reporting to Exchanges will be carried out as per the norms and guidelines of the Exchanges/Regulators. In case of open positions at multiple Exchanges/Segments, Geojit can apportion the available funds and collaterals on its desecration and practice.

Penalties on instances of shortages will be debited to clients' ledger with applicable tax rates.

3. EXPOSURE SETTING

Geojit has absolute discretion in setting the exposure limit of a client.

Exposure varies from time to time and it is depending upon the net cash & collateral available in a client's trading account.

Geojit reserves the right to withdraw the exposure limit of a client at any point of time, without any further notice, if there are any dues/margin shortages in the client's account or based on Market conditions /Risk Management policy of Geojit

In case of Cheques, exposure will be updated on clearance.

Squaring off trades in F&O ,selling of unsettled cash positions and the shares are lying in client's beneficiary account of Geojit DP can be effected without any additional exposure.

100% credit balance is required in the trading account for trading in Trade-to-Trade scrips and other select stocks.

Geojit has the absolute discretion to set Margin requirement limits for every trade. Margin requirements are set based on our Risk Management policyand Market conditions.

For trades in Equity segment, Margin is based on the security selected. This is made available in the Trading Terminal.

For trades in Derivative segment, Upfront Margin is based on SPAN + Exposure margin, Additional margin and any other margin as followed by the Exchanges.

Geojit reserves the right to block trades in any securities/contracts from its end, based risk assessment or Surveillance parameters of Geojit/Exchanges/Regulator or on PMLA guidelines, though such client position may be within Exchange position limits

Do not execute trade in banned scrips/contracts.

4. LIQUIDATION OR SQUARING/CLOSING OUT OF CLIENT'S OPEN POSITIONS

If shares purchased by clients are pending in Geojit's pool account due to non-payment of funds, such shares will be sold to the extent of amount due, at any point of time after settlement pay-in time stipulated by exchange.

In case of online accounts, shares will be sold at any point of time, if payments are not received before the settlement pay-in time stipulated by exchange.

If total debit /Mark to Market Loss % in the client's account is greater than or equal to the stipulated % of the total Collateral, then the existing positions will be sold.

In the F&O segment, if there is no sufficient margin, the open positions will be squared.

If there is any position taken during the banned period, such position will be square off any point of time without further notice.

Geojit shall attempt liquidating necessary positions security/Commodity hitting the daily price filter (circuit) to avoid any dues in client's account

The losses, if any, arising on the square-off trades shall be borne by the client. Open positions that are not squaredoff for reasons beyond the control of Geojit viz. technical issues, price band etc. shall be squared-off in the immediate session thereafter or whenever the security/commodity is traded

Geojit reserves the right to square off any position taken without sufficient margin at any point of time without anyfurther notice.

Geojit reserves the right to square off existing positions if cheques received against these are dishonoured.

Geojit reserves the right to invoke pledged shares/FDs/any other collaterals to cover MTM losses.

In addition to above points, there will be auto square off of shares purchased in 'margin' for intraday trading. The timings of auto square off will be displayed on the internet trading website.

Geojit reserves the right to close the positions or sell the securities and the shares available as holdings to recover the outstanding dues.

5. SECURITIES PAY-OUT MECHANISM:

- A. The securities received in pay-out against which payment has been made by clients, shall be transferred to the demat account of the respective clients within one working day of the pay-out. Such securities shall be transferred directly from the pool account of Geojit to the demat account of the respective client.
- B. The securities that have not been paid for in full by the clients (unpaid securities), shall be transferred to "client unpaid securities account" from the pool account of Geojit.
- C. The securities kept in the "client unpaid securities account" shall either be transferred to the demat account of the respective client upon fulfilment of client's funds obligation or shall be disposed off in the market by Geojit within five trading days after the pay-out. The unpaid securities shall be sold from the Unique Client (UCC) of the respective client. Profit/loss on the sale transaction of the unpaid securities, if any, shall be transferred to/adjusted from the respective client.
- D. In case of securities (where inter-depository transfer is not available) held in a particular depository (i.e. SGB, G-secs) and the client does not have an account in the said Depository, the client will have to open an account, the member may transfer the relevant securities to the 'Client Collateral Account"

6. EQUITY DERIVATIVE OPTION EXERCISE

All "In the Money" (ITM) equity options are automatically exercised on the expiry day of the contract. When a position gets exercised in such contracts, there is a possibility of levying STT on the underlying value. In order to avoid automatic exercise, Stock Exchange has introduced a facility called "Do not Exercise option" by which broker can specify 'Do not Exercise' instruction on Expiry day in respect of Close To Money (CTM) option strikes. In view of this, in order to safe guard the interest of the customers, Geojit will be opting 'Do not Exercise' option and notifying the stock exchange not to exercise the options in respect of Close to Money strikes.

The CTM strikes range shall be arrived as under:

- 1. For Call Options 3 ITM options strikes immediately below the final settlement price shall be considered as 'CTM'
- 2. For Put Options 3 ITM options strikes immediately above the final settlement price shall be considered as 'CTM'.

7. POLICY ON PENNY STOCKS

Definition: Any stock which is trading on a stock exchange at a price less than the face value is defined as a penny stock. Further, such stocks can be fundamentally weak in terms of net worth, sales, market capitalization and/or profitability and may have violated provisions of the Listing Agreement of the exchange in which they are listed or have large number of investors' complaints pending against them. Geojit will have the right to refuse execution of trades in the above stocks. List of penny stocks is available in the customer care site. Further, as per SEBI circular CIR/MRD/DP/6/2013 dated February 14, 2013, clients are requested to note the penalty criteria for certain trades in periodic call auction:

Penalty for trades in periodic call auction: - In the event where maximum of buy price entered by a client (on PAN basis) is equal to or higher than the minimum sell price entered by that client and if the same results into trades, a penalty shall be imposed on such trades. The penalty shall be calculated and charged by the exchange and collected from trading members on a daily basis. Trading members will recover such penalty from clients.

8. SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES

If a client fails to make timely delivery to Geojit in respect of the shares or securities sold by him as notified by the Exchange from time to time i.e., in case of short delivery, 150% of the short sell amount will be deducted from the ledger while calculating Initial buying power till the settlement and the said un-discharged obligation on the part of the client shall be subjected to close out or auction in accordance with the rules and regulations of the Exchange.

The loss, if any, on account of such close out or auction shall be debited to the account of the client. Under such cases, no further claims shall lie between the client and Geojit.

In case of an internal shortage situation within Geojit, i.e. the buyer and seller are both Geojit clients and the seller defaults in delivery due to which the buyer may not receive the shares, firstly the defaulting seller would be debited 150% of the short sell amount for the default till such time the Settlement/auction process is completed. The defaulting seller would be debited statutory costs and other incidental charges including penalty for non-delivery.

In case of shares purchased by client where no delivery was timely effected as required under the Rules and Regulations by the Exchange the short delivery will be closed-out by Geojit in accordance with the Exchange procedures and the credit on account of such close-out or auction shall be made to the account of the client. Under such cases, no further claims shall lie between the client and Geojit.

In case where there are internal shortages, Voluntary Auction (system prevailing in Clearing Corporation) will be arranged in all possible cases. Other short position if any for which Voluntary Auction was not done would then be closed out on the closing price of the exchange auction day + 10% (If rate is increasing daily till auction day, it will be 20%) or settlement high whichever is higher.

In case of securities being de-listed/suspended from trading / unable to buy on account of corporate action, Geojit will close out internal shortages with closing price of the Exchange on auction day + 10% or settlement high whichever is higher (Credit to buyer & debit to seller).

9. BROKERAGE RATE

Brokerage Rate: Brokerage will be charged to the client based on the brokerage rates specified in the account opening form (Refer tariff sheet for brokerage and other charges) or as per the product/scheme opted by the client from time to time. The brokerage rate will be within the permissible limit set by SEBI/exchanges.

10. RISK CURTAILMENT MEASURES AND RESTRICTIONS ON TRADING BY CLIENT-:

- 1. Geojit reserves the right to block trading in several contracts from its end, based on its own risk assessment and also based upon certain Surveillance parameters. In general, the far month contracts and illiquid contracts may be restricted, except for specific request from the clients to allow trading in such contracts. In such cases of relaxation, Geojit may satisfy itself on the intent, purpose, besides insisting on higher margins from the client, as may be felt necessary.
- 2. Geojit reserves the right to restrict the trading limits of client under any of the following circumstances:
 - (i) the Client account is in debit
 - (ii) Client's cheque has been returned by the Bank or such cheque returns have been observed at multiple instances in the client's account or client has deposited a third party cheque (including cheque from an unregistered Bank account)
 - (iii) Client's positions are concentrated in illiquid contracts or client's open positions in specific commodities appear large though such client position may be within Exchange position limits
 - (iv) MTM loss increases suddenly & substantially
 - (v) Geojit has suspicion on certain transactions or receipts in context of the PMLA guidelines
- 3. Geojit shall appropriately assign reasons, orally or otherwise, to the concerned client, in event of Geojit deciding to restrict the trading limits if it is for reasons other than the above.

11. IMPOSITION OF PENALTY/DELAYED PAYMENTS

Any amounts which are due from the Client to Geojit towards trading and or investments in any of the segments / exchanges or otherwise or on account of services availed or to any of Geojit's group or associate companies will be charged delayed payment charges at such rate per month as may be determined by Geojit from time to time.

The Client hereby agrees and authorises Geojit to directly debit the same to the account of the Client.

The Client agrees that if payment is delayed by the Client, the value of which may be greater than the dues by the client to Geojit may suspend fully or partially access to all or any of the Products and/or Services or take legal action or any such action as it may deem fit.

The rate of such charges is presently fixed as 21.24% p.a. and any change to the same shall be intimated to the client in the manner provided herein.

If there is any position taken during the banned period, penalty if any, will be debited to client account.

12. SUSPENDING/CLOSING/DEREGISTERING OF ACCOUNT

In all cases of non-payment, fraud, malpractice, death or insolvency of the client, violation of rules and regulations by the client, or if the continued association with the client is prejudicial to the interest of Geojit and the market in general, at the absolute discretion of Geojit, the account shall be suspended or cancelled or the client shall be deregistered with or without notice of 30 days or of a lesser tenure as the case may be. Accounts may be temporarily suspended or closed at the request provided the client gives a written request for the same.

13. TREATMENT OF INACTIVE ACCOUNT

All active trading accounts where there is no single transaction in any of our products for the last twelve months, will be changed to INACTIVE mode. An "Inactive" client is defined as follows - one that satisfies all of the below mentioned conditions:

- a. Has not traded in any exchanges like BSE ,NSE , ICEX ,NCDEX & MCX
- b. Has no running SIP for the client via online / offline
- c. Has no lumpsum investment in any MF SCHEME via online / offline
- d. There is no purchase or renewal of insurance schemes through Geojit(wherein PAN of client is available)
- e. Has not applied for E-IPO
- f. Has not done any purchase of NCD
- g. Has not done any DP related transactions in NSDL &CDSL (like AMC payment, demat, remat, MF redemption, DIS issuance, off-market, market, Inter-DP, pledge, Transmission, Closure cum transfer, Minor turned major updation, E-Insurance account opening, client complaint which has been registered, etc)
- h. Has not given any pay-in or taken any pay-out as a part of settlement
- i. Has not updated his KYC viz; Annual KYC , KRA -KYC & CKYC through Geojit
- j. Has not done any changes in his profile eg: change in address, email, nomination, third party PoA, etc

For reactivation of accounts clients have to submit necessary KYC / KYC updation documents as specified by the regulators from time to time.

14. TRADING SUPPORT IN EVENT OF ANY DISRUPTION-:

- 1. Geojit extends support for Trading by the client, during market hours i.e. to all its clients, including the IBT / Wireless trading clients, through its network of Branches and Head-office.
- 2. In case of any disruption in services at the client's servicing Geojit branch, for reasons beyond their control, the client shall be mapped to the nearest Geojit branch for continuity in trading. The client can also opt to transact through Geojit's Head-office (Call & Trade). An IBT / Wireless trading client also can utilize the same facilities.

Any changes or modifications to the above policies & procedures shall be intimated by email. The updated copy of the same will also be available on the website / customer portal of Geojit.

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

General Clause

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

Beneficial Owner information

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

Fees/Charges/Tariff

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

Dematerialization

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

Separate Accounts

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

Transfer of Securities

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

Statement of account

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

Manner of Closure of Demat account

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

Default in payment of charges

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

Liability of the Depository

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

Freezing/ Defreezing of accounts

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

Redressal of Investor grievance

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

Authorized representative

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

Law and Jurisdiction

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

RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS FOR MARGIN TRADING FACILITY (MTF)

CLIENT RIGHTS

- 1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
- 2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
- 3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
- 4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

- 1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
- 2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility
- 3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
- 4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
- 5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
- 6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

- 1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
- 2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
- 3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
- 4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

- Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
- 2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.

- 3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.
- 4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.
- 5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.
- 6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.
- 7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
- 8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
- 9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
- 10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
- 11. Margin Trading Accounts where there was no transactions for 90 days shall be settled immediately.
- 12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;
- 13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

- 1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
- 2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
- 3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
- 4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.
- 5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

ADDITIONAL RIGHTS AND OBLIGATIONS FOR MARGIN TRADING FACILITY

1. DEFINITIONS:

The following words and expressions shall, where not inconsistent with the context or meaning thereof, shall have the following meanings:

- a) 'CLIENT' includes Individual, Company, Partnership Firm, Trust, Hindu Undivided Family, Association of Person and Body of Individuals etc.
- b) 'Act' means the Securities and Exchange Board of India Act, 1992 as amended from time to time.
- c) 'Margin Trading Facility' or 'MTF' means and refers to the facility pursuant to which part/whole of the transaction value due to the Stock Exchange, at the time of purchase of shares, shall be paid by GEOJIT on behalf of the CLIENT on CLIENT's request on such terms and conditions as contained herein.
- d) 'Initial margin' means the minimum amount, calculated as a percentage of the transaction value, to be placed by the CLIENT, with GEOJIT, before the actual purchase. GEOJIT will advance the balance amount to meet full settlement obligations. This initial margin shall be stipulated by SEBI/Exchange/GEOJIT from time to time. Initial margin shall be either in cash or collaterals.
- e) 'Maintenance Margin' means the minimum margin stipulated, calculated as a percentage of the market value of the securities, calculated with respect to the last traded price, to be maintained by the CLIENT with GEOJIT.
- f) 'Mark to Market Loss' or 'MTM Loss' means the difference between the purchase value of the shares and the marked to market value of these shares.
- g) 'Mark to Market value of shares' or 'MTM Value of Shares' means the value of shares calculated with reference to the previous day's closing price on the Stock Exchange.
- h) 'Shares' means and refer to the shares /stock /securities eligible for margin trading facility as specified by SEBI from time to time and approved by GEOJIT for the purpose of granting MTF.
- i) 'Stock Exchange' means the stock exchange on which the shares have been purchased.

2. CLIENT REPRESENTATIONS & WARRANTIES:

- a) CLIENT shall pay interest as agreed with GEOJIT from time to time.
- b) CLIENT shall pay the dues, wherever mentioned herein which includes but is not limited to outstanding balances, interest, statutory taxes, duties, charges, penalties etc in respect of MTF availed by the CLIENT.
- c) CLIENT accepts that all types of communications including order / trade confirmation, revision in margin, margin calls / decision to liquidate the position / security / collateral, Margin statements, margin policies on haircuts / VAR margin, Risk management policies, Rights & obligations, allowable exposure, specific stock exposure etc through the CLIENT's E-mail / SMS at the email id / mobile number of the CLIENT registered with GEOJIT or by way of logging-in on website of GEOJIT in a secure manner or by any other means.
- d) CLIENT shall ensure required margin is maintained for MTF at all point of time as specified by SEBI / Exchanges / GEOJIT from time to time. CLIENT shall make good deficient margin / margin call by placing the further margin immediately, failing which GEOJIT may exercise its discretion / right to liquidate the security / collateral and / or close out the position immediately depending upon the market conditions and / or the volatility.
- e) CLIENT acknowledges that GEOJIT at its sole and absolute discretion may increase / revise the limit of initial margin and maintenance margin, minimum transaction amount from time to time, subject to SEBI / Exchange / GEOJIT requirements in that respect. The CLIENT shall abide by such revision, and where there is an upward revision of such margin amount, the CLIENT agrees to make up the revised margin immediately, failing which GEOJIT may exercise its' discretion / right to liquidate the security / collateral and / or close out the position immediately.

- f) CLIENT acknowledges that GEOJIT may, in its sole discretion, determine the time of sell / Securities to be liquidated, at prevailing market rate and / or which contract(s) is / are to be closed.
- g) CLIENT confirms that all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the CLIENT.
- h) CLIENT shall lodge protest or disagreement with any transaction done under MTF within 24 hours from the date of receipt of such document / statements / contract notes/ any other communications.
- i) CLIENT consents that if the transaction is entered under MTF, there will not be any further confirmation that it is margin trading transaction other than contract note.
- j) CLIENT affirms that transaction/s to be considered for MTF shall be informed to GEOJIT not later than T-day, or else the same shall be considered under normal trading facility.
- k) CLIENT acknowledges that all credit arising out of sale transaction under MTF shall be adjusted towards the debit across all exchanges and/ or all segments, if any and subject to adequate margin being maintained for the outstanding MTF debit.
- I) CLIENT consents and acknowledges that any credit balances of whatsoever nature in the client ledger shall be adjusted towards the debit across all exchanges and/ or all segments applicable and/ or to meet the margin and/ or for settlement obligations on the CLIENT account, as necessitated.
- m) CLIENT understands that the CLIENT shall be free to take the delivery of the securities at any time by repaying the amount that was paid by GEOJIT to the Exchange towards securities after paying all dues. On receiving request from the CLIENT, GEOJIT will process the same within two trading days from the date of such request.
- n) CLIENT acknowledges that the CLIENT has a right to change the securities offered as collateral for MTF at any time so long as the securities so offered are approved for margin trading facility. On receiving request from the CLIENT, GEOJIT shall process the same within two trading days from the date of such request.
- o) CLIENT acknowledges that the CLIENT has the necessary authority to observe and perform the obligations contained herein and shall duly observe and perform the conditions and obligations stated herein.
- p) CLIENT acknowledges that by agreeing to avail MTF with GEOJIT, CLIENT is deemed to have authorized GEOJIT to retain and/or pledge the securities provided as collateral (with Clearing Corporation) or purchased under the MTF till the amount due in respect of the said transaction including all the dues payable to GEOJIT is paid in full by the CLIENT. GEOJIT shall retain and / or pledge the securities (with Clearing Corporation) and its corporate benefits, if any, with GEOJIT utilized for availing MTF till the amount due in respect of the said transaction including the dues to GEOJIT is paid in full by the CLIENT. No further exposure can be granted against the increase in value funded stocks.
- q) CLIENT acknowledges that brokerages and other charges including interest, statutory charges etc. incurred/ will incur for the transactions by availing MTF facility shall be cleared on a daily basis, failing which GEOJIT shall have the right to sell the MTF shares without notice at the prevailing market rate.

3. BROKER'S REPRESENTATION:

GEOJIT represents that:

- a) On availing MTF facility, there will be acknowledgment of the terms and conditions thereof by the CLIENT and deposit of initial margin by the CLIENT. GEOJIT undertakes to settle the obligations for shares purchased under MTF. The CLIENT hereby agrees and authorizes GEOJIT to make such payment on behalf of the CLIENT.
- b) The MTF shall be provided only in respect of shares permitted by the SEBI/ Exchanges / GEOJIT from time to time.
- c) GEOJIT at all times shall have the liberty to exercise its right in its sole discretion to determine the extent to which the MTF shall be made available to the CLIENT.

- d) GEOJIT shall not be bound to grant MTF to the CLIENT (which decision shall be at the sole and exclusive discretion of GEOJIT) and GEOJIT shall not be required to provide any reasons thereof nor shall GEOJIT be liable for any damages (whether direct or consequential or whether financial or non-financial) to the CLIENT by reason of GEOJIT refusal to grant MTF to the CLIENT.
- e) GEOJIT have the right to move out/liquidate the shares from MTF in the event of corporate actions, mergers, acquisitions or any such events wherein there is any structural changes in a company and/ or the shares of the company is being held by the customer in MTF and/ or when there is a change in customer status and/or when there is a shifting of category of the shares held by the customer in MTF. The dues arising out of this shall be paid by the CLIENT.
- f) GEOJIT shall hold and / or to appropriate the credit lying in the CLIENT account and/or any unutilized/ unpledged shares/ securities lying in demat account along with all other demat accounts / Mutual Funds / IPO account of the CLIENT towards the repayment of the outstanding dues thereof under MTF.
- g) GEOJIT may release/ unpledged / transfer the securities given as collateral for MTF within two trading days from the date of such request and upon ensuring that all dues to GEOJIT are cleared completely.
- h) If the CLIENT wishes to transfer the shares from the MTF to CLIENT's beneficiary account, upon request, GEOJIT will validate the outstanding debts and initiate a transfer at defined cut off timings as communicated from time to time.
- i) GEOJIT shall monitor and review on a continuous basis the CLIENT's positions with regard to MTF.
- j) GEOJIT when makes a 'margin call' to the CLIENT, shall clearly indicate the additional / deficient margin to be made good. Geojit shall not be responsible for non delivery of emails due to email id changes, forgot password, email box is full or any other reasons of whatsoever nature for which Geojit has no control.
- k) The daily margin statements sent by GEOJIT to the CLIENT shall identify the margin/collateral for Margin Trading separately.
- I) Margin Trading Account where there is no transaction for 90 days and no dues outstanding from the CLIENT shall be settled immediately.
- m) The stocks deposited as collateral with GEOJIT for availing MTF (Collaterals) and the stocks purchased under the MTF (Funded stocks) shall be identifiable separately and there shall not be any commingling for the purpose of computing funding amount.
- n) GEOJIT shall not use the funds of one CLIENT to provide MTF to another CLIENT, even if the same is authorized by the first CLIENT.
- o) Positions will be Marked/ Released from product MTF only if CLIENT has an outstanding position after considering all trades for the security across exchanges.
- p) Final Marking of MTF shall be made known to the CLIENT from the Margin Statement issued towards the end of day and the same shall amount to confirmation to CLIENT for the MTF positions
- q) GEOJIT may in its sole discretion set a time period for holding the position in MTF. This time frame will be intimated by Geojit from time to time.

4. TERMINATION/WITHDRAWAL OF FACILITY:

- a) GEOJIT shall close/terminate the account of the CLIENT forthwith upon receipt of request from the CLIENT subject to the condition that the CLIENT has paid the dues under MTF.
- b) GEOJIT shall close/terminate MTF of the CLIENT by serving 15 days notice without assigning any reasons.
- c) GEOJIT may immediately without any notice liquidate the security / collateral and or close out the position in the happening of the following events:

- i) if any instruments for payment of Margin Money / Monies is /are dishonored;
- ii) if the CLIENT violates/breach any provision of this Arrangement or provides any incorrect or misleading information;
- iii) if the CLIENT has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy or insolvency law or winding up or liquidation proceedings or has a receiver or liquidator appointed in respect of itself or its assets or makes an application or refers itself to any authority for being declared as a "sick company", relief undertaking, bankrupt or insolvent or seeking financial reconstruction or any other like scheme (by whatever name called) or is dissolved or there is a change in the constitution whether on account of the admission of a new partner or the retirement, death or insolvency of any partner or otherwise;
- iv) the death, lunacy or other disability of the CLIENT;
- v) if there is reasonable apprehension that the CLIENT is unable to pay its outstandingdues or has admitted its inability to pay its dues, as they become payable;
- vi) if the CLIENT is convicted under any criminal law in force;
- vii) if any Asset or any Security is seized or made subject to any distress, execution, attachment, injunction or other process order or proceeding or is detained or taken into custody for any reason;
- viii) Default under any other arrangement or facility with any Stock Broker is made by the CLIENT.
- ix) there exists any other circumstance, which in the sole opinion of GEOJIT, is prejudicial to the interests of GEOJIT;
- x) Order passed by any regulatory, courts, statutory bodies etc.
- d) The margin trading arrangement between GEOJIT and the CLIENT shall be terminated; if the Stock Exchange, for any reason, withdraws the MTF provided to GEOJIT or GEOJIT surrenders the facility or GEOJIT ceases to be a member of the stock exchange.
- e) The CLIENT may opt to terminate the MTF in the event of GEOJIT committing any breach of any terms or conditions herein or for any other reason.

5. BREACH OF TERMS AND CONDITIONS:

In the Event of CLIENT committing any breach of any terms or condition of availing MTF facility, GEOJIT shall be entitled to terminate the facility forthwith or at any time after due intimation to the CLIENT allowing such time to liquidate the MTF position as agreed herein, without assigning any reason. However, GEOJIT at its option may elect to give notice to the CLIENT of such duration, and extended from time to time, if so decided by GEOJIT, requiring the CLIENT to cure the breach.

6. EFFECT OF TERMINATION:

- a) If the CLIENT opts to terminate the MTF, GEOJIT shall return to the CLIENT all the collaterals provided and funded securities retained forthwith, not later than 5 working days from the date of termination, on payment of all the dues by the CLIENT.
- b) In the event of termination of this arrangement, the CLIENT shall forthwith settle the dues of GEOJIT. GEOJIT shall be entitled to immediately adjust the Margin Amount against the dues of the CLIENT, and the CLIENT hereby authorizes GEOJIT to make such adjustment. After such adjustment, if any further amount is due from the CLIENT to GEOJIT, the CLIENT shall settle the same forthwith. Upon full settlement of all the dues of the CLIENT to GEOJIT, GEOJIT shall release the balance amount to the CLIENT.

7. AMENDMENTS & MODIFICATIONS:

Unless the context otherwise requires, Geojit reserves the right to amend, modify or alter the Terms & Conditions and Rights & Obligations of the CLIENT from time to time.

ADDITIONAL RIGHTS AND OBLIGATIONS FOR BROKING AND OTHER PRODUCTS AND SERVICES

THESE ADDITIONAL TERMS & CONDITIONS ARE VOLUNTARY AND AT THE DISCRETION OF THE CLIENT TO AGREE UPON AND CONFIRM

The Client acknowledges and agrees that he has read and understood and further agrees to be bound by the terms and conditions relevant to Capital market, Market, F&O, Currency Derivative, Debt Market segments of the Exchange and futures trading on a Commodity Exchange and as prescribed by Geojit. These additional Terms & Conditions ('T&C') shall be read in conjunction with and form part of the mandatory rights and obligations prescribed by the Securities and Exchange Board of India (SEBI).

- 1. This T&C shall, at all times, be subject to applicable law, any government notifications, relevant statutory rules, regulations, bye laws, directions and/or orders of the concerned regulatory body having jurisdiction over the transaction of the Products and/or Services, as the case may be.
- 2. The Client shall at all times continue to be responsible for any transactions made in his accounts. If the service offered to the Client is withdrawn for any reason including breach of this Agreement, and or terms and conditions by the Client, Geojit shall not be liable to return charges, if any, recovered from the Client for the period in question. The closure of the accounts of the Client shall automatically terminate the facility to avail or invest in all the Products and/or Services offered by Geojit. Geojit may suspend or terminate this Agreement without prior notice if the Client has breached any of the terms and conditions or the provision of this Agreement or it learns of the death, bankruptcy or lack of legal capacity of the Client.
- The Client may exercise his option to execute and provide a Power Of Attorney (POA)/DDPI and other necessary
 documents to Geojit for the purpose of availing or investing in the Products and/or Services in the form as Geojit
 may require from time to time.
- 4. The Client understands that Geojit may formulate internal business rules, procedures and policies for smooth and easy transaction, processing and settlement and the Client agrees to be bound by the same.
- 5. The Client shall notify Geojit forthwith, of any change in the details of the Client provided to Geojit or as set out in the KYC application form. Geojit shall not be responsible for any non-receipt of information or any other claims of the Client wherein the same is as a result of the Client notifying Geojit any change in the details of the Client.
- 6. Joint Accounts: If Client maintains a joint bank account, the other joint holder should irrevocably appoint the Client as attorney-in-fact to take all action on his or her behalf and to represent him or her in all matters with respect to this Agreement. Client agrees to indemnify Geojit, and Geojit shall be fully protected in acting upon the instructions of either of Client.
- 7. The Client warrants and represents that:
 - a) The Client shall, at all times, be responsible for his investment decisions and / or instruction for transaction placed, or applications preferred by the Client, online and or offline.
 - b) The Client understands that placing an instruction with Geojit, either electronically or otherwise, online or offline does not guarantee execution of the said instruction or acceptance of an application. Geojit shall not be deemed to have received any electronically transmitted instruction or application until Geojit has confirmed to the Client the receipt of such an instruction or application.
- 8. The Client authorises Geojit to process / execute all the orders/ requests placed by the Client online and or offline. The Client shall, at all times, be liable to pay Geojit, the commission/brokerage/fees, service tax, levies and other taxes and transaction expenses as applicable/ notified by Geojit on its Portal, website or otherwise by Notification, from time to time or as per the prevailing rules and regulations. Geojit is hereby expressly authorised to make advances and spend monies as may be required for carrying out such transaction.
- 9. The Client undertakes to continuously comply with all the requirements, rules, regulations, circulars, policies and other applicable laws on Prevention of Money Laundering Act (PMLA), relevant State Government Sales Tax Act and Central Sales Tax Act / VAT as applicable and shall take Dealer license and/or such other applicable licenses required by the Rubber Board / Spices Board or any other Regulatory Bodies, whether statutory or otherwise, as may be specified.
- 10. The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorised access or any technical difficulties. Geojit shall provide its services on a best effort

- basis. Geojit or the Exchanges shall not be liable for any delay in execution of orders or the non-execution of any order caused due to any suspension, interruption, non-availability or malfunctioning of the online trading service, trading systems, or the Exchange system or for any reasons whatsoever.
- 11. The client authorizes Geojit to accept the clients/client's representatives' verbal instructions/ orders in person or over phone and execute the same. The client understand the risk associated with verbal orders and accept the same, and agree that the client shall not be entitled to disown orders under the plea that same were not under his instructions.
- 12. Though orders are usually routed through the marketplace within seconds, certain orders, at Geojit's sole discretion, may be subject to manual review and entry, which may cause delays in processing their orders. Client also understand that with respect to market order, Client will receive the price at which their order was actually executed in the marketplace, which may be different from the price at which the security is traded when their order is entered into Geojit's system.
- 13. Any request for cancellation / modification of an instruction or application of the Client shall be subject to the same not having been acted upon or already being executed or it being outside the control of Geojit. An instruction or application shall be deemed to have been modified or cancelled only if Geojit sends a confirmation to the Client regarding the same.
- 14. Any order inadvertently accepted and executed without sufficient balance / exposure limits will be subject to cancellation or liquidation at Geojit's discretion. However, Client shall continue to be responsible for all his orders, including any orders, which exceed available limits in their account. If payment is not received by settlement date or intimated date, whichever is earlier, the Client's position may be squared off, without prior notification. In the event their account is liquidated, Client will be liable for any resulting losses and all associated costs incurred by Geojit. If due to internal netting of Client's obligations at Geojit itself, a Client receives short delivery, then Geojit may credit the buying Client who received short delivery with an amount calculated as per the applicable Stock Exchange definition or any other rate as may be decided by Geojit, and the equivalent amount will be debited to the concerned selling Client, who delivered short or buy in the required quantity and deliver the shares to the Client. Geojit shall follow the Rules and regulations as may be applicable from time to time in this regard.
- 15. Geojit shall be entitled to adjust the surplus amount available on any segment against the dues to Geojit on any other segment across all segments of the Exchanges.
- 16. In case of purchase of securities/ commodities by the Client, at times Geojit may be unable to deliver the securities/ commodities to the said purchaser on the pay-out day due to non-receipt of the securities/ commodities from the stock/ commodity exchange(s) or in case of non receipt of the said securities/ commodities from another Client of Geojit who has sold the securities/ commodities against the said purchase transaction. In cases of such short delivery, the securities/ commodities shall be delivered to the purchaser as per the policy of the Geojit as amended from time to time and in accordance with the Byelaws, Rules, and Regulations of the relevant Exchanges.
- 17. Before executing any order Client should have sufficient exposure limits / ledger balance equal to or greater than the required margin money. Client is responsible to ensure that the available margin with Geojit is always above the minimum margin levels specified for the respective positions. Since Geojit also provides trading facility through internet it may not be possible for it to inform the Client about short fall in margin, if any, on a one to one basis. In case of shortfall in margin Geojit will check for availability of additional limits in Client's account to see whether adequate additional limits are available to restore the margin level to the initial margin levels, if not then the open positions may be squared off by Geojit, at its discretion. In case of change in margin percentage by the Exchange, Geojit will have to change the margin percentage immediately and any shortfall in margin on Client's open position due to the same will be dealt in the same manner as specified above.
- 18. Geojit , at its discretion due to market volatility and its risk perception, may change the margin percentage applicable for various open positions during the trading hours. It is the Client's responsibility to monitor its positions and ensure that adequate margins are available with Geojit at all point of time. Geojit may take such action as it may deem fit to cover the risks arising due to such margin shortfall including but not limited to closing of such positions. All costs, charges, brokerages, levies that may arise due to such transactions shall be borne by the Client.
- 19. Cross margining benefits are available across various segments and products within an Exchange. Geojit may consider providing /extending these benefits as and when they are permitted by the relevant Exchanges, subject to the rules and regulations governing the same.

- 20. Geojit may, at is discretion, consider giving payout of funds to the Client, before Exchange payout, on Client's request, for the shares sold by the Client in an Exchange. Geojit may levy such additional brokerage and or interest that it may consider necessary for offering such facility and that Geojit may offer the same subject to the Client having paid full delivery of the required shares/ commodities due for pay-in and such other terms as it may deem fit. Geojit shall have the entire discretion to decide whether to offer the said facility to select or all Clients.
- 21. Geojit may, at its discretion, consider to offer exposure against the free holdings in the demat account maintained by the Client with Geojit/any other demat account of the client linked to the trading account with Geojit to enable the Client leverage his positions. The Client will however continue to be responsible for settlement of all transactions created by utilizing such additional exposure. Geojit may, at its discretion, increase / reduce the haircut applied to shares without any further intimation to the Client. Geojit may close the positions based on the market conditions and risk perception without any further intimation to the Client if the Client has taken positions against the exposure provided against shares and securities/ commodities. Geojit shall levy interest at such rate as it may deem fit and may also change the rate from time to time under intimation. Geojit shall be entitled to close such positions and may sell such securities/ commodities and shares/ commodities available as a security for its obligation of Client to recover the outstanding dues.
- 22. Geojit may at its discretion consider permitting Client to sell the shares pending purchase settlement at the Exchange.
- 23. The Client further agrees that Geojit shall under no circumstances be held liable by the Client in case of its online and or offline systems or Portal or its website or any related third party's site / services access not being available in the desired manner for reasons including but not limited to outages, natural calamity, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other force majeure reason that might prevent the Client from any transaction in Products or availing the Services or might prevent Geojit from executing any transaction on behalf of the Client or providing any Service to the Client. The Client further agrees that Geojit will not compensate the Client in any manner, including for "lost opportunity" viz. notional profits.
- 24. The Client acknowledges and confirms that the employees of Geojit are not authorized to give out any advice and the Client shall at all times be responsible and liable for his own actions/inaction. The Client may be able to access investment research reports through the Internet from the website, including computerized online services or other media. The availability of such information does not constitute a recommendation to buy or sell any of the investment Products. Any investment decisions will be based solely on the Client's own evaluation of financial circumstances and investment objectives. Any such information/data provided are only for the Client's individual use and the Client shall not furnish such data to any other person or entity.
- 25. The Client is aware that Geojit provides research reports ("Research Reports") and market news electronically and or otherwise. Opinions expressed in the Research Reports, if any, are individual views and are subject to change without notice. The Client has the absolute discretion to act on the said Research Reports. The Client agrees not to hold Geojit responsible for any losses or damages suffered by the Client, whatsoever, on account of acting upon such Reports and shall accept the Terms and Conditions related to such services while availing them. Neither Geojit nor any other party disseminating the Research Reports guarantees or shall be liable for the timeliness, sequence or completeness of the Research Reports.
- 26. Geojit may consider providing Products and/or Services through mobile and or SMS subject to such terms and conditions as may be notified from time to time. The Client agrees, accepts and understands the benefits and risks associated with such provision and the consequences of not updating the mobile number.
- 27. The Client expressly authorizes Geojit, to send the transaction statements, confirmations, documents or statements pertaining to the products and services offered by Geojit either by email or on website (in secure environment) or both and is aware that it will not receive the transaction statements in paper form, subject to the Client executing the necessary documents for the same.
- 28. Neither Geojit nor any other party disseminating any data/ message/ information guarantees the timeliness, sequence or completeness of any data, information or message disseminated by it. Geojit shall not be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

- 29. The Client accepts full responsibility for the monitoring and safeguarding his accounts and agrees to take all the necessary steps to ensure confidentiality and secrecy of the login name and password of the Client. The Client shall immediately notify Geojit, in writing, if the Client becomes aware of any issues, loss, theft or unauthorized use with respect to any of the transactions/ accounts maintained with Geojit. If the Client fails to notify Geojit immediately upon the Client's knowledge of any of the above conditions occurance, neither Geojit nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims including but not limited to claims arising with respect to the handling, mishandling or loss of any order.
- 30. The Client understands that Geojit may at any time at its sole discretion and without prior notice to the Client, prohibit or restrict Client's access to the use of its Portal, website or related Products and/ or Services and Client's ability to deal in.
- 31. The Client is aware, understands, agrees and authorises that Geojit may, at its discretion record the conversations between the Client/its representative and Geojit, either personally or over the telephone, or other electronic media. Such recordings may be relied upon by Geojit and the Client, as and when required, to resolve dispute(s) arising as a result of any transactions/availing/investing in the Products and/or Services, as the case may be. The Client also agrees that such recording and Geojit's records of any orders, instructions and communications given or made by the Client or Geojit including its authorised representatives by email, fax or other electronic means shall be admissible as evidence and shall be binding evidence on the Client.
- 32. The Client hereby agrees to indemnify Geojit against any loss (actual or notional), costs, expenses etc., which may be suffered by Geojit and/ or their Group Companies and associates, or against any claim, demand, action, proceeding that may be initiated against Geojit and/ or their Group Companies and associates, in connection with non-compliance of any applicable rules and regulations or arising out of or in connection with /due to a breach of any of the Client obligations under the Agreement, Terms and Conditions, etc.
- 33. The Client acknowledges and agrees that Geojit accepts no liability whatsoever, direct or indirect for noncompliance with the laws of any country other than that of India. The mere fact that the Website can be accessed by a person in a country other than India would not mean that the laws of the said country would govern the Products and/or Services offered under the agreements
- 34. Geojit discloses herewith that it currently does not undertake proprietary trading.
- 35. Geojit shall be privy to information relating to the Client, including information that is of a confidential nature in the process of the Client availing the Products and/or Services. Geojit has taken all necessary steps to protect the same in accordance with the applicable standards and procedures. The Client hereby accepts and agrees to be bound by Geojit Rules and Policies as provided from time to time in this regard, including the Privacy Policy.
- 36. The Client acknowledges and agrees that Geojit may share the personal information collected from the Client with third parties, in furtherance of any related agreements or arrangements that Geojit has entered in to with such third parties and the Client hereby grants express permission for the same. In case the Client withdraws the consent for usage of his/its personal information, Geojit reserves the right to not provide the services or to withdraw the services for which, the said information was sought.
- 37. The Client shall not act as a Sub-Broker without prior written permission of Geojit and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).
- 38. Client may be permitted to exercise the right to close/ freeze any of the accounts with Geojit only if there is no obligation pending to be met by the Client in favour of Geojit.
- 39. Termination of this Agreement shall not have any effect on the transactions executed before the date of such termination and the parties shall enjoy the same rights and shall have the same obligations in respect of such transactions.
- 40. The client understands that as per present Regulations Geojit is expected to maintain records of all Orders received from clients. The client agrees that Geojit may refuse to execute an Order received in a format that is not allowed by the Regulator and that Geojit will not be held responsible for any loss arising due to this.
- 41. Client hereby authorises Geojit to debit charges and dues of Depository, Comtrack, Repository and Warehouse Service Providers, in the trading account maintained with Geojit for the purpose of transacting on any segment of the commodity/stock exchanges in which Geojit holds a membership.

TRANSACTION & SETTLEMENTS:

- a) Client understands and agrees that Geojit will at its discretion decide the contracts that are available to the Client for transacting under Commodity Futures, and may vary the availability of the same from time to time based upon Geojit's assessment on liquidity, volatility and incremental margin considerations besides other factors viz. position limits, open interest etc.
- b) Client agree and confirm to continuously keep myself / ourselves aware / abreast of trading & settlement related aspects viz. contract specifications, tenor / expiry of contract, intra-day & end of day position limits, the trading & settlement (clearing) holidays at exchanges. Client further agree that Geojit shall be bound by the exchange calendar and thereby to meet the funds / collateral pay-ins, Client shall make all necessary arrangements in event of any local and / or Bank holidays and other exigencies at my / our place of work / residence. Client understand that Geojit may not be in a position to accommodate any special requests / arrangements pertaining to postponement of client honouring the marked to market losses (MTM), margins or other settlement obligations.
- c) Client agrees and confirm to co-ordinate with Geojit to ensure that all requirements for giving/taking delivery are fulfilled. Client agree and confirm to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time.
- d) Client understand that exchanges on an on-going basis will stipulate / issue guidelines on position limits in each commodity contract, net open positions, and violations of client level open interest limits along with penal provisions. These may pertain to intra-day as well as end of day open positions. Exchanges also will have measures taken / guidelines issued for clubbing of open interest on basis of criteria deemed appropriate and fit by the exchanges. Further, the client level position limit is applicable on client for the combined positions of client while trading through multiple member-brokers as well. Exchanges can include, but not restricted to, patterns such as 'acting in concert' through common ownership, control structures etc. for purpose of clubbing of open interest. Client agrees, that whether acting alone or in concert with others, directly or indirectly, shall not violate the exchange open interest limits. In this regard, client shall be responsible to submit such documents / undertakings as may be necessary for any continuing disclosure to Geojit as per exchange norms, as well as in event of any violation, and shall further be liable to bear all the penalties levied by the exchange for violations on our account.
- e) Client is aware, understand and agree that in case of such Funds and /or commodities whose pay out is due from the concerned Exchange(s) or the Clearing House (where applicable), Geojit shall release the same to client, only on receipt of the same from the Exchange(s). Client agrees that Geojit shall not be liable for any shortage, delay, default in the pay-out by an Exchange or its Clearing House.
- f) Client understand that Geojit relies upon the Exchanges and their Clearing House (where applicable), their commodity accounting system for commodities, depository (if applicable) & the exchange accredited /approved Warehouse Service Provider (WSP), for the commodity (stock) confirmations viz, quantity and quality. Geojit has no role whatsoever in the physical verification of such stocks, nor is Geojit responsible for any electronic record or statement originating from the Exchanges and WSPs.

DAY TRADING TERMS AND CONDITIONS

The terms and conditions for Day Trading may vary, at Geojit's absolute discretion, for each channel, based on the risk profile of the Client and the market conditions. Geojit may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client.

- a) Day Trading shall be permitted only in the list of scrips specified for the purpose by Geojit from time to time.
- b) The margin percentage applicable to each of the scrip shall be equal to the total margins levied by concerned Stock Exchanges and may be changed at the discretion of Geojit from time to time without any further intimation.
- c) The minimum margin percentage at NSE and BSE shall be same for Day Trading.
- d) Day/ Margin positions can be converted to delivery before the defined cut-off time subject to availability of clear funds or free securities balance.
- e) Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available buying power and MTM profits, if any, shall not be added to the Clients buying power. Also the MTM losses of one scrip shall not be netted off against the MTM profits of another scrip of the same client.

- f) Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceeds the defined threshold limits.
 - g) If the balance is not sufficient to cover the MTM losses and or the additional margin call then the open positions under Day category shall be squared-off at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken Day positions in many scrips then the scrip to be squared off on Clients behalf shall preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.
- h) Geojit shall have the discretion to square off Clients open Margin position in case they have not been squared off or converted to delivery before the defined cut-off time.
- i) Geojit may define the cut-off time at which the auto square off process shall be triggered and this may vary from time to time. The timings shall however be notified on the trading screen.
- J) The auto square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.
- k) The losses, if any, arising on execution of the auto square off trades shall be borne by the Client.
- 1) Geojit shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.
- m) Open Margin positions that are not squared off for reasons beyond the control of Geojit such as price band, technical issues, etc. shall be converted to delivery.
- n) If the position cannot be successfully converted to delivery due to non-availability of funds in case of open buy positions then the shares shall not be delivered to the Clients. Geojit shall liquidate such shares instantaneously on the receipt of purchased securities from Exchange and the Clients shall be liable for any resulting losses, brokerage and all associated costs incurred for the purpose.
- o) If the position cannot be successfully converted to delivery due to shortage of shares in demat account linked to trading in case of open sell positions then the Clients shall have to bear the auction and or close out as per the rules of the concerned Exchange. Consequently, Clients shall be responsible for any resulting losses and all associated costs including penalty levied by the Exchange.

Exposure: The exposure limits permitted against the eligible securities may vary from time to time and will be based on the risk perception of Geojit. Geojit may at its sole discretion consider changing the same without prior intimation to the Clients.

Short Sales: Before executing any sell order, Client should have sufficient exposure limits / ledger balance equal to or greater than margin money. Any order accepted without free stock balance in the account would be deemed a short sale. Short Sales can be settled by squaring off the trade within same trade cycle. Client agree and understand that if Client does not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, Geojit has all the right to square off the position on the same day or on any later date. Any such purchase may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted, or at public auction. Client is responsible for any losses or expenses incurred by Geojit's as a result of their failure to make such delivery/Square off the trade. As and when SEBI and its Regulatory bodies come up with new circulars, notifications or guidelines with respect to operations, trading and other related matters Geojit will be modifying these terms and conditions to meet the requirements.

Long Buys: Before executing any buy order Client should have sufficient exposure limits / clear ledger balance equal to or greater than the required margin money. Any long buys can be settled by squaring off the trade within same trade cycle. Client agree and understand that if Client do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, Geojit will have all rights to square off the position on the same day or on any later date. Any such sales may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted on private sale. The Client is responsible for any losses or expenses incurred by Geojit's as a result of their failure to make payment / square off the trade.

Calls for additional Collateral and Liquidation: If it is considered necessary for its own protection, Geojit may require the Client to immediately deposit cash or collateral into their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. If Client do not provide such additional cash or collateral, Geojit is entitled to sell any or all securities and or close all or some open contracts and or other property in their account, buy any or all securities and other property which may be short in their account, cancel any or all open

orders and/or close any or all outstanding contracts. In addition, Geojit may exercise any or all of the above rights without demand for additional cash or collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at any time at Geojit's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale. Issuance of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered as a waiver of Geojit's legal right to sell or buy without any such demand, call or notice.

TERMS AND CONDITIONS GOVERNING TRADING IN FUTURES AND OPTIONS/COMMODITY DERIVATIVES

- 1. The Client shall ensure that such limits as prescribed by the Regulations are not crossed intentionally or unintentionally and Client shall be liable for the consequent actions by the Exchange and Geojit upon crossing such limits intentionally or unintentionally.
- 2. Geojit will at its discretion decide the contracts that are available to the Client for transacting under Futures and Options, and may vary the availability of the same from time to time without prior intimation to the Client.
- 3. Geojit may at its sole discretion adopt portfolio based margining system or individual contract based margining.
- 4. Geojit may levy such margins including Initial margin, exposure margin and additional margins as it deems fit.
- 5. The margins levied by Geojit may be greater than the margins levied by the Exchange. Geojit may change the margin percentage based on its risk perception and market volatility without prior intimation to the Client.
- 6. Geojit will accept the margins in the form of cash by way of account payee cheque/NEFT/RTGS/IMPS fund transfer and under excemptional circumstances by way of pay-order/DD (with due proof) and or securities as it may deem fit and as prescribed by the Regulations.
- 7. Geojit will define the list of securities acceptable towards margins and the same may be changed from time to time and the haircut applicable may vary from scrip to scrip.
- 8. Geojit will define the exposure percentage to be given against the securities that may vary from client to client and may also vary from time to time without prior intimation to the Client.
- 9. Exchange has placed limits on the open positions in the Derivative contracts. Exchange levies fines and penalties for violating the said norms. It shall be the responsibility of the Client to ensure that such limits are not crossed intentionally or unintentionally and Client shall be liable for the consequent actions by the Exchange and Geojit upon crossing such limits intentionally or unintentionally. The Client fully acknowledges that the facility for Day trading and or roll-over in such contracts is offered only for the Client conveniences and that the Client will assume full accountability for the same.
- 10. Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available limits and MTM profits if any shall not be added to the clients limits intra-day. Also the MTM losses of one contract shall not be netted off against the MTM profits of another contract of the same client.
- 11. Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceed the defined threshold limits.
- 12. The Client shall bring in additional / adequate securities / cash to meet the margin requirements at all point of time.
- 13. The Client shall be entirely responsible for maintaining adequate margins and that Geojit shall not liable to keep the Client informed of the margin requirements.

MARGIN OFFERED IN FORM OF SECURITIES BY THE CLIENT

The Client may offer demat securities as Margin subject to the following terms and conditions, to meet margin requirement and for due performance of the Client's obligations, commitments, liabilities including repayment of any amounts due by the Client to Geojit, Geojit affiliates, or any third party arising out of or incidental to the Client transactions. Such securities offered as Margin by the Client are hereinafter referred to as "Margin Securities".

- 1. Geojit shall have the sole discretion to accept or reject any securities offered as margin by the Client or require the Client to furnish any additional securities as margin.
- 2. The Client, if so determined by Geojit, shall place the Margin Securities at the absolute possession/disposition of Geojit or such custodian/ depository participant/Clearing Member as may be determined by Geojit at its sole discretion and such possession / disposition shall not be disputed by the Client. Provided however that the Client may be permitted to have access to the Margin Securities in the manner and subject to such terms and conditions

- as determined by Geojit from time to time and provided further that the Client confirms, affirms and covenants with Geojit that the Client shall do all such acts and things, sign such documents and pay and incur such costs, debts and expenses as may be necessary in respect of the possession/ disposition.
- 3. The Margin Securities would constitute security towards due performance of the Client's obligations, commitments, operations, obligations and liabilities arising out of or incidental to any transactions made, executed, undertaken, carried out or entered into by the Client pursuant to any agreements entered into by the Client with Geojit. The Client undertakes and agrees that the Margin Securities shall be owned by the Client and shall be free of any charge, lien or other encumbrances at the time of offering the same towards margin to Geojit.
- 4. Geojit may require the Client to furnish additional Margin Securities as may be required by Geojit and the Client shall be bound to furnish them. No charge, lien or encumbrance of any kind shall be created by the Client over the Margin Securities offered to Geojit without Geojit's prior written permission. Further the Client shall not do or allow anything to be done that may prejudice the interest of Geojit in respect of the Margin Securities, while the Client remains liable to Geojit, in any manner whatsoever, without the prior written permission of Geojit.
- 5. Geojit shall also be entitled to give such instructions to the DP acting as the Depository Participant to block/mark a lien on the Margin Securities offered by the Client and upon such instructions the Client shall not be able to deal or trade in such Margin Securities without consent of Geojit.
- 6. If in the opinion of Geojit, the Client has failed to perform and/or failed to fulfill any of its engagements, commitments, operations, obligations or liabilities as a Client of Geojit including for any sums being due by the Client to Geojit or to any other third party including National Securities Clearing Corporation Limited, clearing house or any Exchange, arising out of or incidental to any transactions executed, then Geojit without giving any notice to the Client, shall be empowered /entitled to invoke pledge, sell, dispose of or otherwise effect transfer of any or all Margin Securities in such manner and subject to such terms and conditions as it may deem fit and that the money realized, if any, from such sale /disposal/transfer subject to brokerage payable to Geojit for such sale / disposal /or other transfer shall be utilized/ disbursed by Geojit in such manner as it may deem fit.
- 7. The Client shall do all such things, deeds, acts and execute all such documents as are necessary to enable Geojit to effect such sale / disposal/ transfer stated above. All decisions by Geojit in respect of the obligations or liabilities or commitments of the Client and the amount claimed in respect thereof shall be binding on the Client and Geojit shall not have any liability whatsoever to the Client or any other person for any loss, damage, expenses, costs etc, either actual or notional, consequent to such sale/disposal/transfer.
- 8. If the total amounts realized from such above sale/ disposal /transfer is insufficient to fulfill the Client's obligations /dues, the Client shall, forthwith and without demur, upon being requested by Geojit, furnish the balance amount along with related costs, expenses and interest at such rate as decided by Geojit from time to time. Geojit shall also have the right to sell/ dispose/ transfer any other securities of the Client, at the cost of the Client and without intimation to the Client. The Margin Securities shall be at the disposal of Geojit and remain available in respect of the obligations, liabilities or commitments of the Client and may be utilized in the discretion of Geojit.
- 9. The corporate action benefits such as dividends, bonus, redemption benefits, interest, dividend accruing on the Margin Securities during the period of transfer except post pledge invocation or selling or otherwise effecting transfer of the Margin Securities, the above shall accrue to the Client and the Client shall be entitled to receive the same from Geojit.
- 10. The Margin Securities shall continue to be available to Geojit towards the dues of the Client to Geojit arising out of any agreement between the Client and Geojit and the same shall not be affected in any manner whatsoever by any action by Geojit against the Client including suspension or termination of any of the account or any agreement with Geojit.

MUTUAL FUND TERMS AND CONDITIONS

- 1. The Client shall comply with the KYC norms and such other rules, guidelines as may be introduced by the regulators. The Client agrees to update any changes in the information provided under KYC with the relevant authorities and will not hold Geojit responsible for losses and inconveniences arising as a result.
- 2. The joint holders of the Mutual Fund Account shall confirm that they understand, agree and accept that, by virtue of such joint holder-ship, their names shall also be required to be mentioned in the relevant application forms that are being submitted for processing on behalf of the first holder of the Mutual Fund Account. The joint holders agree to such naming in the forms and further agree to hold Geojit harmless in any related queries by any Authorities or Regulators and also not to raise any claim or dispute against Geojit for such filling up of names.

- 3. Geojit shall offer the services as stated under this arrangement only pursuant to the instructions of the Client. These instructions may be given electronically through the internet, offline channels including but not limited to phone, call center, mobile, SMS, and such other channels as Geojit may introduce from time to time. These instructions shall be admissible in evidence and shall not be questioned by Client and shall be conclusive and binding against the Client.
- 4. Clients default Bank account as last updated and evidenced on account statement shall be considered for Mutual Fund transactions. Redemption and or dividend proceeds shall be given in the said bank account either in electronic mode or otherwise by the Fund House / registrar / or such other entity as may be permitted by regulations governing mutual funds.
- 5. Geojit / AMC / Registrar shall not be liable for any loss that may arise to the Client as a result of the correct NAV not being allotted to the Client's transactions on the website for reasons stated in the Supplemental Agreement.
 - 6. Any request of the Client falling due on a holiday i.e. other than Business day shall be processed on the next Business Day and respective NAV would be applicable as per the scheme offer document.
- 7. For change of address, bank details or any other personal details of the Client, the Client agrees to send a letter along with the required proofs / documents to Geojit signed by all the unit holders. The Client also understands and agrees to update the required changes under KYC norms with the relevant authorities.
- 8. The Client agrees to receive all communication related to his transactions by electronic mode from Geojit, Mutual Fund, and its Registrar's. However, should the Client require a physical statement, he may request the Fund House / Registrar / Geojit for the same. The Client can view his holdings and transaction status details on Geojit website and can print the same.
- 9. After the first purchase transaction the Client shall not be permitted to transact until a folio is allotted by the Fund House/ its registrar. Geojit does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end. The Client however understands and agrees that in case he has been allotted multiple folios then Client shall give his/her consent to Geojit to arrange to merge the folios by transferring all the units of different folios under a single folio of the Client failing which Geojit may not permit any further transactions in the said Fund house.
- 10. In case of purchase transaction, Geojit may consider to collect the payment from the Client vide his investment account, or by providing a payment gateway to his bank account for real-time fund transfer, or cheque or such other financial instrument as it may consider appropriate to process the said transaction. The nature of the payment may also vary depending on the channel selected for investment.
- 11. In case of redemption requests, the redemption proceeds will be directly given to the Client's bank account electronically or otherwise.
- 12. For all correspondences with Geojit, the Client shall quote his investment account number / Mutual Fund account number, as may be applicable, failing which Client shall not hold Geojit responsible for the consequences resulting in losses, delay, rejection, etc.
- 13. The Client agrees that Geojit shall be entitled to:
 - a) Do all such acts, deeds and things as may be necessary for or incidental to provision of services and facilities including giving intimations, confirmation, undertaking etc. on behalf of the Client;
 - b) Receive and process the transaction status feedback from the Registrars / Fund Houses/ Issuers, etc;
 - c) Do or omit to do all such acts and things as Geojit may consider it to be necessary or desirable in order to comply with any laws, orders, rules, regulations or directions of any government, regulatory or other authorities.
- 14. The Client expressly permits Geojit to disclose to third party, all such information pertaining to the Client as may be required from time to time, for the Client to be able to apply for / invest in/avail of any or all of the Products and/or Services.
- 15. The Client expressly authorizes Geojit to block the amount in the Investment Account required to settle the obligation against the desired limits and in case of the Client availing or investing in any Products and/or Services, as the case may be, either in part or in full, to debit the Client's Investment Account to the extent necessary to settle the obligations and credit the respective account. The Client agrees that Client shall not be permitted to withdraw, or otherwise use the blocked and/ or allocated funds in his Investment Account.

- 16. The Client further confirms, declares and covenants that Geojit shall not be held responsible for nonallotment of Mutual Fund units either fully or partly to the Client, for any reason whatsoever. Geojit / and or its Portal shall not be held responsible in case due to any reason the bid/application/revision instruction sent by the Client is not received by it, or if the application /revision could not be uploaded / submitted in the manner required, or to other concerned related party, or such matter could not be sent/notified to the bankers / registrar to the issue.
- 17. Geojit shall not be held responsible for non-receipt or delay in/incorrect receipt of refund, if any, from the registrar/issuer. Geojit shall not be held responsible for incorrect tax deduction at source (TDS) by the registrar/issuer, if applicable, or for non-receipt or delay in / incorrect receipt of TDS certificate, if any.

TERMS AND CONDITIONS GOVERNING "SUP FACILITY"

'Selling Unsettled Purchases' hereinafter referred to as "SUP", is a facility offered by Geojit which allows the Client to sell the securities which the Client purchased through Geojit pending Exchange settlement, before the same are credited to the Client's demat account, and hence the Client need not wait to sell the securities till the actual credit of the purchased securities into his demat account.

- 1. Geojit may, at its discretion, offers SUP facility subject to the terms and conditions as it may deem fit. Notwithstanding the above, Geojit reserves the right to refuse this facility to any Client or group of Clients at its sole discretion and without assigning any reason.
- 2. The terms and conditions applicable for each channel for availing SUP may differ as they are generally driven by risk management, Client profile and other relevant factors unique to each channel.
- 3. Geojit shall decide upon the list of eligible securities for SUP that would be subject to change at the sole discretion of Geojit from time to time. Geojit may also decide to withdraw a particular security from the list without notice to the Clients and without assigning any reasons whatsoever.
- 4. Under SUP facility the quantity of securities available for sale shall be only such percentage of the quantity of securities bought by the Client, as may be permitted by Geojit from time to time or only such percentage of the sales value shall be available to the Client or Geojit may decide not to place any such restrictions. Geojit may at its sole discretion change the rules and or vary the percentage, if it deems fit, without notice to the Clients and without assigning any reasons whatsoever and the Client will at all times be required to abide by such decision. The Client shall be permitted to sell the previously bought security under SUP within such number of days as prescribed by Geojit from time to time. Securities bought on a particular day (i.e. day T) can be sold by the Client within the period commencing on T + 1 day and ending on the settlement date as prescribed by the exchange (currently, T + 2) or by an earlier day if so specified by Geojit or any such date as Geojit may decide from time to time. The Client will not be allowed to sell the securities on a date later than the specified date under this facility. The purchase and sale transactions of the securities under the SUP facility will be on the same Exchange i.e. securities purchased from NSE will be allowed to be sold only on the NSE, and not on the BSE. However in case of securities under no delivery period, the T + 1 day will start from the day on which the scrip comes out of no delivery.
- 5. For Online channel, Geojit may decide to provide the details of the securities purchased by the Client which are pending to be credited to the Client's demat account on the website and the Client may place order to sell the eligible securities under the SUP facility. On the placement of a SUP sell order, the order quantity is added to the existing blocked quantity, if any. The available quantity is reduced by the blocked quantity. The brokerage rates will be the same as that applicable for cash trades or at such rate as may be prescribed by Geojit from time to time.
- 6. Pursuant to the Client availing of this facility the securities bought by the Client in one settlement shall be retained either partly or fully by Geojit in its demat account for the purpose of meeting the pay-in obligation of the Client towards the securities sold by the Client in the subsequent settlements.
- 7. In case there is a short delivery from the Exchange for the earlier buy transaction, then the Client will also be giving short delivery for his sell transaction unless the Client makes appropriate arrangements to deliver the balance securities sufficiently in time for the exchange pay-in. The Exchange would either give delivery of shares bought earlier through market auction or shall closeout the buy transactions as per the Exchange Regulations. However, this would not help the Client in meeting his sale delivery obligation already committed by him as even if he receives the shares bought earlier through auction settlement, by that time the securities pay-in date for his sell transaction would be over. In such case, the Client will have to face auction proceedings against his sale

transaction and will have to bear the auction losses, auction penalties, cost of funding and any other incidental charges etc. All costs and consequences of any auction arising out of such SUP sell transactions shall be fully borne by the Client and Geojit would not be held responsible for any such short delivery received by the Client and the consequential impact thereof.

- 8. In case of short delivery, Geojit will reduce the trading limits of the Client to the extent of the likely auction. On receiving the actual auction amount from the Exchange the limits will be adjusted to reflect the same and the auction amount will be recovered from the Client. In order to recover any pending dues from the Client pursuant to the Client availing of the SUP facility, Geojit may transfer any funds/ securities pertaining to the Client or may sell the client's securities.
- 9. The use of this facility is entirely voluntary and the facility has to be used in accordance with the applicable rules/ regulations/ guidelines specified by the SEBI and other competent authorities, from time to time. Geojit disclaims all liability for any loss caused to the Client out of the purchase or sale of securities through use of this facility.
- 10. Geojit offers this facility in accordance with the rules/ regulations/ guidelines specified by the SEBI and other competent authorities from time to time pertaining to secondary market for securities. Geojit reserves the rights to change these terms and conditions at any time in accordance with the regulations specified. These Terms and Conditions will be applicable for all the SUP trades executed by the Client through Geojit.

TERMS AND CONDITIONS GOVERNING CLIENT CARE CENTER FACILITIES

The following are the specific terms and conditions relating to the Client Care Center Facilities (hereinafter referred to as "CCC") being offered by Geojit to its Clients whereby, the Client can place orders over the phone, to be executed by Geojit, vide the platform offered by Geojit.

- 1. For the purpose of availing CCC services, the Client will be required to call on the specific numbers intimated or notified from time to time by Geojit for the said purpose by means of an email and/or by putting up such numbers on the Website or otherwise. CCC numbers will be subject to changes at Geojit's sole discretion, which change shall be intimated/ notified to the Client on the website and email. "Website" shall refer to www.geojit.com and all other sub-domains or to such other website as may be maintained by Geojit from time to time.
- 2. TIN & PIN will be required for the purpose of validating the Client's personal identification details and ascertaining the genuineness of the caller. "TIN / PIN" shall mean the Telephone Identification number and the Personal Identification number provided by Geojit to the Clients. TIN and PIN serve an authentication and identification mechanism for Clients while placing the orders over the phone. The Client understands and agrees that Geojit will take action on the instructions based on the TIN/PIN.
- 3. Geojit may place the order for the Client after Geojit is satisfied of the Client's credentials. Geojit may at its sole discretion consider accepting and acting on the instructions of the Client without the TIN/PIN only after satisfying itself of the genuineness of the identity of the Client. The Client shall take all necessary steps to ensure secrecy and confidentiality of TIN and PIN.
- 4. Geojit shall be entitled to use the user-id made available by the Client for the purpose of executing the orders placed by the Client over the phone and agrees to hold Geojit harmless for any such usage. All orders placed by Geojit on behalf of the Client using the Client's user id shall be deemed to have been placed by the Client himself.
- 5. Orders to be placed with an exchange may be placed by the Client during market hours with the Client Care Staff (CCS) for execution on the same trading day. Geojit may consider accepting orders from the Client after market hours that shall be entered for execution by Geojit on the next trading day of stock.
- 6. The Client shall ensure that for security reasons, the Client himself or his authorized representative shall call and place the required orders over the phone in accordance with the terms hereof.
- 7. Neither Geojit nor the CCS shall accept any liability that may arise as a consequence of the incomplete /incorrect data or information provided to the CCS over the phone and/or any error in the execution of an order due to such incomplete/incorrect data.
- 8. Geojit is entitled to decide the charges applicable for availing this facility. Geojit reserves the right to modify the said charges from time to time, or discontinue this service at any time without assigning any reasons for the same. Provided that Geojit shall intimate the Client, the modified charges and/or any change in the same either through an e-mail or by putting up the said charges and/or changes to them on the Website, orally or any other mechanism as it may deem fit.

- 9. The Client will be required to pay service charges per call and or per order placed using this facility. Geojit shall recover this amount from the Client, by means of a direct debit to the Client's investment account or any other relevant account. The Client agrees to permit Geojit to debit the Client's investment account or any other relevant account for the payment of the above mentioned charges on his behalf. Geojit shall, at its discretion, be entitled to the said charges in respect of any order placed, irrespective of whether an order is placed over the phone was executed or not. It shall be the Client's responsibility to maintain adequate balance in his account so as to enable Geojit to debit his account for such above-mentioned charges. If Geojit is unable to recover the charges from the Client, due to insufficient balance in the Client's account, then such a Client shall be debarred from availing of this facility from the time Geojit is not paid for such facility.
- 10. The above mentioned service charges for the CCC facility are exclusive of the applicable brokerage charges or any other charges that may be applicable to the nature of the transaction being placed by the Client. Such applicable brokerage charges or any other charges shall be payable to Geojit for the executed orders of the Client that have been placed by the Client over the phone using CCC. The Client is required to check the Fee schedule on the Website for the purposes of knowing the applicable brokerage charges or any other charges.
- 11. Once the orders are placed by the Client over phone and are sent by Geojit to the Exchange for execution or to the concerned authority, the Client may check the status of such orders, online on the website or at the CCC.
- 12. The Client hereby agrees to hold Geojit and the CCS harmless against all actions, claims and liabilities that may be incurred by them due to any action initiated or threatened that may be initiated against them due to the performance of any of their obligations herein and agrees that Geojit and the CCS shall not be liable for any loss suffered by the Client on account of non execution of the order placed over the phone due to any reason whatsoever.

TERMS & CONDITIONS FOR DOCUMENT DELIVERY

- 1. Subject to applicable rules and regulations of the relevant Regulators, Geojit may, in its discretion, send any document that is obligatory to be sent to the Client by means of an electronic communication, with the possible exception of graphic insertions such as photographs or logotypes. This electronic communication may be in the form of e-mail, an email attachment or in the form of download available on the Website. Every document so sent shall contain all such information as is mandated by the concerned statutory and/or regulatory authority. Geojit would be deemed to have fulfilled its legal obligation to deliver a document to the Client, if it is sent by the electronic mode. The Client shall download the said document promptly on intimation of a notice of its display. Provided that on a request being made by the Client, due to a difficulty experienced by the Client in viewing the same, Geojit may, in its discretion, make the required delivery by such other means, as it may deem appropriate. The document shall be deemed to have been duly delivered and its content accepted by the Client if there is no intimation received by Geojit within twenty four hours from the date of delivery / display of the document.
- 2. Subject to applicable rules and regulations of the relevant Regulators, the DCN Client (the "Client") by acceptance of these terms authorize Geojit to send the contract notes, bills, ledgers, transaction statements, holding statements, reports, letters, circulars, notices, etc. (herein after referred to as 'Documents') in electronic form through e-mail and or post it on the website(s) maintained by Geojit and or any other electronic media including but not limited to mobile, SMS, etc. and not in physical form. Provided however that, in case when Geojit is not able to provide the Documents' to its Client in electronic form due to any unforeseen problems, Geojit shall ensure that the "Document" reach the Client in physical form. The Client will have the option to select the electronic mode of receiving the Documents even if he does transactions through the Offline channel.
- 3. Geojit may issue the Documents to the Client in electronic form or otherwise by post, courier, hand delivery, fax, or such other means as may be notified by Geojit to the Client. It is Client's responsibility to review the Documents immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within twenty-four hours of such intimation/confirmation. In all cases, Geojit reserves the right to determine the validity of the Client's objection to the transaction. Geojit shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to Geojit in writing.
- 4. The Client shall comply with the provisions of the Information Technology Act, 2000 and its amendments and reenactments as may be applicable from time to time, for receiving the Documents from Geojit in electronic form.
- 5. The Documents that shall be sent by Geojit from time to time shall be deemed to have been delivered to the Client and it shall be presumed that the same are in order if no query is raised within forty eight hours.

- 6. The Client is entirely responsible for not receiving the Documents or their bouncing back due to incorrect email id, spam filters applied, overloaded mail box, etc. In case the Client does not receive the Documents and or the Digital Contract Note (DCN) on time, it shall be the responsibility of the Client to inform Geojit about such non-receipt and Geojit shall send the concerned contract note in physical mode. If no such intimation is received from the Client, it shall be presumed that the Documents / DCN have been properly delivered to the Client.
- 7. If the Digital Contract Notes / Document sent electronically to the Client bounces three consecutive times in a given calendar month then the Client shall be converted into a Non-DCN Client and physical contract notes shall be sent thereafter and all rights and benefits attached to DCN Client shall be revised to NonDCN Client.
- 8. The Client shall be responsible to retrieve and retain the Documents in electronic form. Geojit shall upon written request of the Client may provide / forward the Documents in respect of the relevant period required by the Client to the email id of the Client. In case the Client experiences any difficulty in accessing the Documents electronically delivered, the Client shall promptly advise Geojit to make delivery by alternate means. On request, Geojit may provide the relevant physical statement, for which the charges, which may vary from time to time. Failure to advise Geojit of such difficulty within 48 hours shall be deemed to be the acceptance of the Document.
- 9. Geojit shall not liable for the Client's ISP's server being down or non-receipt of the Documents due to bad/slow connections or server breakdown or any other technical issue on the part of the Client or any of the intermediate agencies.
- 10. The Client shall take all necessary steps to ensure confidentiality and secrecy of the log in name and password. The Client shall be solely responsible for unauthorized access of his email and subsequent tampering of the Documents that are sent by Geojit to the Clients email id from time to time. The Client shall immediately inform Geojit about change in email address, if any. Such intimation shall be made by the client through customer care website or by such other means approved by Geojit from time to time. Geojit shall verify and confirm with the Client about the change.
- 11. Geojit and the Client shall have the right to discontinue this arrangement after giving a notice of atleast 10 days to the other party. The Client will ensure that the change of email address is intimated so that the Client receives all the communications promptly by email. The Client understands and accepts that the Client is entirely responsible and will not hold Geojit and other third parties responsible for not receiving communication due to incorrect email id, spam filters applied, overloaded mail box, etc.
- 12. Geojit may send the order/trade confirmation slip/online intimation of successful / unsuccessful applications through email to the Client, within such period as prescribed or reasonably possible/ practicable for Geojit to do so from the time of execution of order/trade be for effecting purchase /sale or preferring an application for an investment product, as the case may be, or by means of electronic record, duly authenticated by Geojit's digital signature.
- 13. The Client agrees that the information sent by Geojit by email is deemed to be a valid delivery of such information by Geojit.

CLIENT AUTHENTICATION TERMS & CONDITIONS (Password & Personal Identification)

- 1. The orders / requests placed by the Client for financial and non-financial transactions with Geojit are placed using multiple channels / means of communications including voice, video or text based communications via the telephone, mobile telephony, SMS, email, internet/website based communications, facsimile communication or such other means of communications now existing or hereafter offered/established or being availed of, and such further/other means of communication which Geojit may determine, provided that Geojit shall have the right to discontinue/cease to offer existing communication facilities from time to time.
- 2. The Client shall be entirely and solely responsible for safe-keep of the Client-Identification and passwords and or TIN/ PIN provided by Geojit to the Client for their sole and exclusive use to avail the facilities of viewing and or placing orders/requests in the products and/or services and transacting in the Stock Exchanges as offered by Geojit.
- 3. Geojit may carry out transactions and instructions authenticated by the password / TIN or PIN provided to the Client and the same shall be deemed to be under the express authority of the Client. Geojit has no obligations to verify the authenticity of any transaction instruction sent or purported to have been sent from the Client other than by means of verification of the Client's password / PIN.
- 4. Geojit will not have any other means of validating the Client while receiving the orders / requests over the phone. The Client shall hold Geojit harmless of the losses and costs, legal or otherwise due to misuse of the Client password/TIN/PIN and other personal secure information, orders placed by any person other than the Client in case the Client compromises the confidentiality/secrecy of the password/TIN/PIN.

- 5. The Client is solely responsible for any unauthorized access to the TIN/PIN and he should immediately bring it to the notice of the CCC of any loss or unauthorized access and for change of the PIN/TIN. If the Client compromises the confidentiality of the TIN/PIN or wherein there is an unauthorized access/usage to the PIN/TIN, then the Client agrees to hold Geojit and its officers, employees, outsourced agents harmless of the consequences.
- 6. The Client is aware that the transaction statements, ledger, bills, contracts, past transaction details, etc. that would be provided to the Client through Website or otherwise, may be accessed by other entities in case the confidentiality/secrecy of the password is compromised by the Client.
- 7. The Client shall be bound to indemnify and hold Geojit, harmless against any loss that may be suffered by Geojit, its Clients or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the passwords, digital signatures, user ID, TIN / PIN by the Client.
- 8. The Client shall choose a password in accordance with the Geojit policies as may be applicable from time to time with respect to Passwords. The Client shall choose a password that shall be as specified by Geojit or by the Regulators/ Exchanges and shall at all times keep the Client-identification and password confidential. Further, at such time and within such period as Geojit may require, the Client shall obtain and maintain during the term of this Agreement, digital signatures, which would aid and assist the Parties and the Client to authenticate all or any electronic transactions made through its Portal and shall take such safe and secure measures on his own to ensure the safety of the transactions with Geojit.
- 9. The Client shall be responsible for keeping the Client-id and password and/or digital signature confidential and secure and shall be solely responsible for all transactions and other requests that are entered and executed using the password and/or digital signature whether or not such person was authorized to do so. In the event of an apprehension of unauthorized access, the Client shall immediately cause the password and/or digital signature to be changed. The Client shall at no time allow any unauthorized person access to his account and shall ensure that he logs off every time whenever he is not using the service.
- 10. The Client shall regularly change the passwords and PIN and comply with any policies/regulations that may be implemented /changed from time to time.
- 11. Geojit may disable / interrupt the availability of the Products and/or services, as a precautionary measure and for the safety of the Client, after three wrong login attempts by the Client.
- 12. If the Client forgets or loses the Client ID or Client Password / PIN and/or other identification tools provided/ specified to the Client by Geojit, the Client can request for change by sending a duly authorised written request to Geojit in the mode and form prescribed by Geojit. All Transactions carried out by use of the Client ID and Client Passwords and TIN/ PIN and/or other identification tools provided/ specified to the Client by Geojit shall be deemed to be done or authorized by the Client.
- 13. If there is any interruption in the facilities available for any reason whatsoever, the Client may contact Geojit. Geojit shall in no way be liable for the consequences of any interruption in the facilities.

FUNDS TRANSFER-IN/TRANSFER-OUT TERMS & CONDITIONS

Funds Transfer-In:

Geojit offers Clients multiple modes of transferring funds to the investment account including but not limited to online/ real-time bank funds transfer, cheque, pay-order, demand draft, etc. and such other channels as may be introduced from time to time subject to such terms and conditions as it may deem fit. All the channels for fund transfer may not be available to all Clients and may vary for each Client category and the mode of operations selected by the Client.

Funds Transfer-Out:

Geojit enables the Client to maintain an investment account for availing the Products and/or services offered. Geojit offers the Client an option to maintain a running balance investment account. The Client can also withdraw balance from the investment account by placing withdrawal request with Geojit online and or offline. Alternatively, the Client can opt for 'Standing Instructions' for withdrawal of clear balance from the investment account or any other account with Geojit (identified and accepted by Geojit) on daily basis. Client shall identify the default bank account in which it would desire to receive the payment on regular basis. The Client will be permitted to request payment in any other registered bank account subject to Geojit's approval and confirmation. The Client shall also have the facility to change the default bank account and to modify or add or remove the bank account to the investment account.

Geojit may consider placing restrictions on the minimum and maximum withdrawals of Client. Geojit may also consider minimum balance to be maintained by Clients (all or select). The Client shall be bound by the Terms and Conditions for Funds Transfer-In / Transfer-Out as stated below and as may be amended from time to time:

- 1. The Client confirms that he shall not transfer funds from any bank account other than of his own account registered with Geojit.
- 2. Client should be one of the holders in the bank account or the first holder as may be required by Geojit.
- 3. Offline Clients may be permitted to link single bank account and single demat account (held in joint names) to multiple accounts while Online Client are not permitted to do so. Geojit may at its discretion consider altering or amending the same from time to time.
- 4. If the Client makes payment from a bank account not registered with Geojit, Geojit shall at its discretion transfer the said amount to suspense account or such other account as it may deem fit until the Client requests for registering the said bank account along with the required proofs or requests for refund of the same. Geojit will make payment to the same account from which it received the funds in case of request for transfer back.
- 5. Funds Transfer-in should be made either through cheque, demand draft, online real-time fund transfer facility and or such other mode / channel as may be accepted or introduced by Geojit from time to time.
- 6. Geojit may consider accepting 'Cash' for limited purpose of payment of demat services and or investment account opening charges.
- 7. Outstation cheques will not be accepted, and in case they are accepted then the Client shall bear the outstation charges.
- 8. Client will submit the pay-in slip (reflecting that the instrument has been drawn from the bank account registered with Geojit) in case demand draft is used as the funds transfer-in mode.
- 9. Geojit shall levy such fine and or penalty for any payment instrument that is not honoured by the Clients Bank.
- 10. The exposure / limits shall be given to the Client only against clear funds and not against physical instruments unless Geojit decides otherwise.
- 11. The Client understands that if the payment is made vide online real-time fund transfer from third party bank account then Geojit may not be in a position to track the same real-time resulting in providing the Client with additional limits. Geojit shall however reverse the same on becoming aware of the same. The Client agrees that the Client is entirely responsible for the consequences of such action taken by Geojit.
- 12. Geojit shall make payment to the Client as per Client instructions only if clear credit balance is available in the Client account.
- 13. Geojit shall process the request for payment to the Client only at the end of each day or as may be decided by Geojit from time to time.
- 14. Geojit will make the payment to the Client by any of the available modes of payment such as, direct credit in the Client bank account, cheque, ECS, NEFT, RTGS and or such other modes as it may consider from time to time.
- 15. The Client may be provided with the facility to request for payment through the website of Geojit or the branch or written communication. Geojit may consider offering other channels as it may deem fit from time to time.
- 16. The Client shall not place multiple requests for payment in a single day.
- 17. Clients who opt for Standing Instructions to receive credit on availability of clear funds in their investment account may not be permitted to give a separate payment request.
- 18. Geojit may offer the facility of Standing Instructions only for all banks where the payment can be made by direct credit to the Clients bank account.
- 19. The Client may not be permitted to cancel and or modify its payment request once made.
- 20. The payment requests shall be processed only on working days.
- 21. The Client request for payment shall not be processed if there are any pending orders / instructions for any other financial security or any of the product and/ or service availed by the Client.

TERMS AND CONDITIONS GOVERNING PLATFORM CHANGE FACILITY

Geojit may offer different types of platforms to choose from according to Client requirements subject to such terms and conditions, as it may deem fit from time to time.

- Geojit may at its sole discretion prescribe the eligibility criteria for each platform and the charges for each such Platform and may change the same from time to time with or without prior intimation to the Client. Geojit shall display the changes and the latest conditions on the website for information to the Client. Client's request for change in the Platform shall be subject to and be deemed acceptance of the prevailing Terms and Conditions.
- 2. All Requests received after the cut-off time shall be processed on next working day.
- 3. All Accepted requests shall be effective from the following working day or from such other days as may be determined by Geojit.
- 4. If multiple requests are made before the cut-off time then only the last request shall be processed.
- 5. The eligibility criteria including minimum brokerage, if any, shall be charged proportionately for the period before and/or after change of the platform and/or option for the period.
- 6. Periodical validations shall be performed to check whether the eligibility criteria are met. Geojit May, at any time, prescribe periodicity of the validations and may decide to change the periodicity of such validations.
- 7. Clients failing to meet the eligibility conditions for any given platform shall be mapped to any lower version platform as Geojit may decide.

TERMS & CONDITIONS FOR THE INVESTOR/CLIENT FOR USING MFSS FACILITY

- 1. Pre-requisites for becoming Investor/ Client for MFSS Facility
 - a) The Client has satisfied itself of the capacity of the Participant i.e. Geojit to deal in Mutual Funds units and wish to execute it instruction vide the platform offered by the Participant
 - b) The Client has executed the necessary documents, as may be applicable from time to time for availing this facility and submitted the necessary documents to the Participant.
- 2. The Client shall be bound by the rules, regulations, circulars, notifications as the case may be issued by the concerned regulators, exchanges, government authorities from to time.
- 3. The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
- 4. The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 5. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 6. The client shall be wholly responsible for all his investment decisions and instruction.
- 7. The client shall ensure continuous compliance with the requirements of the concerned exchanges, regulators, SEBI and AMFI, as may be applicable from to time.
- 8. The Client shall pay to the Participant 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 renders to the Client.

DAY TRADING TERMS AND CONDITIONS- FUTURES

Day Trading: The terms and conditions for Day Trading may vary, at Geojit's absolute discretion, for each channel, based on the risk profile of the Client and the market conditions. Geojit may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client. This Facility shall be offered to the Clients at the sole discretion of Geojit and may withdraw the Facility at any time without prior notice or assigning any reason thereof.

Online/Offline Channel:

a. Day Trading in Futures shall be permitted only in the list of contracts specified for the purpose by Geojit from time to time. Geojit shall display the list of contracts in the Customer Care Website and the list would be subject to change by Geojit from time to time and even during the day.

- b. Client shall not convert an existing position/order taken/placed in any other product to a Day Trading in Futures position. However if a contract(s) is disabled under the facility during the day, clients will have the option to close the existing open positions. However, no fresh orders will be allowed in such contracts
- c. The margin percentage applicable to each Futures contract shall be specified by Geojit from time to time in the Customer Care Website and may be changed at the discretion of Geojit without any further intimation. This margin percentage may be more than the margin prescribed by the Stock Exchanges.
- d. Currently, Mark-to-Market (MTM) shall not be applicable to Day Trading in Futures. Hence, all Open Positions will be auto squared off at the stipulated cut off time. Geojit reserves the right to decide the timing and frequency for running the Intraday MTM process.
- e. Geojit, at its discretion may make MTM applicable to permit carry forwarding of Open positions and the same shall be duly notified.
- f. Geojit, shall however calculate Mark to Mark (MTM) periodically on all open positions to monitor Margin applicable on open positions. Additional Margin call shall be made by Geojit in case the Mark to Market (MTM) loss on the open margin positions exceeds the defined threshold limits.
- g. Geojit shall block additional Margin required, out of the balance available in the Client's account and may cancel the pending orders and place square-off orders to close all or some of the Day positions if sufficient balance is not available to absorb the additional margins.
- h. If the balance is not sufficient to cover the margin violation and or the additional margin call then the open positions under Day category shall be squared-off at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken Day positions in many contracts then the contract to be squared off on Client's behalf shall preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.
- i. Geojit shall trigger the auto square off process 30 minutes prior to the closure of market for the trading day. Geojit may at its discretion vary the time of auto square off and the same shall be duly notified in the Customer Care Website.
- j. The auto square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.
- k. The losses, if any, arising on execution of the auto square off trades shall be borne by the Client.
- I. Geojit shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.
- m. Open Margin positions that are not squared off for reasons beyond the control of Geojit such as technical issues, etc. shall be squared off on the subsequent day.
- n. If the position cannot be successfully squared off due to reasons beyond the control of Geojit then the positions shall be carry forwarded to the next trading day and MTM shall be calculated on the positions. The Client shall be liable for any resulting losses, brokerage and all associated costs incurred for the purpose.
- o. Geojit reserves the right to square off any open positions, if the current market price breaches the specified percentage when compared with the previous day's closing price for that contract.

Exposure:

The exposure limits permitted against the eligible Contracts may vary from time to time and will be based on the risk perception of Geojit. Geojit may at its sole discretion consider changing the same without prior intimation to the Clients.

The exposure limits permitted for Futures may vary from contract to contract and may also vary from time to time without any prior intimation to the client.

Positions, calls for additional collateral and liquidation

Terms and conditions applicable to Positions, calls for additional collateral and liquidation in Day Trading in Futures shall be the same as that is applicable to Day Trading in Cash, subject to Exchange rules & regulations as well as the rules, policies and regulations that may be framed and implemented by Geojit from time to time, in this regard.

UNDERTAKING FOR RECEIVING F-MAIL STATEMENTS.

I/We permit the Depository Participant to provide the transaction statement through internet or by e-mail. In consideration of the Depository Participant having agreed to provide the transaction statement through internet/email, I/we hereby agree and undertake the following:

- 1. I/We am/are aware that I/we will not receive the transaction statements in physical form. Provided however that, in case when the Participant is not able to provide transaction statement to me/us through internet (Web-based/Email) due to any unforeseen problems, the Participant shall send the transaction statement to me/us in physical form as per the time schedule stipulated in the Bye Laws and Business Rules of NSDL/CDSL.
- 2. The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to me/us.
- 3. I/We shall take all the necessary steps to ensure confidentiality and secrecy of the log-in name and password of the internet/email account.
- 4. I/we am/are aware that the transaction statement may be accessed by other entities in case the confidentiality/ secrecy of the login name and password is compromised.
- 5. In case transaction statements are send by email, I/we shall immediately inform the DP about change in email address, if any. Such intimation shall be made by me/us through customer care website of DP or by email or by written intimation. The Participant shall verify and confirm with me/us about the change. Further, the Participant shall confirm with me/us about the validity of the Email address at least once in a year.
- 6. I/We and the Depository Participant have the right to terminate such service provided by giving a written notice atleast 10 days in advance to the other party.
- 7. The above terms and conditions are in addition to and not in contravention to the "Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories."
- 8. The transaction statements shall be digitally signed in accordance with the Information Technology Act, 2000.
- 9. The transaction statements shall be password protected.

UNDERTAKING FOR RECEIVING SMS & CALLS

- 1. I unconditionally authorize Geojit to provide me any Information / Alert / SMS / Call pertaining to my Trading & Demat account maintained with GFSL or pertaining to the Financial Markets in general, even if my mobile number is registered with NDNC / NCPR / DND list of the mobile service provider(s).
- 2. I understand and agree that the aforesaid includes, but not limited to communication about orders & trades, margins, ledger balances, funds movement & balances, payment notice / bill outstanding, market session timings, service & utilities linked to my account, research advice and updates based on technical and fundamentals, including economic / market developments & announcements.
- 3. I further undertake that in the event of my account being enabled in the Commodities segment, then I understand that messages may continue till midnight given that the markets remain open till then.
- 4. I also understand and agree that in the event of me keeping my account dormant or ever request to temporarily suspend the account, the Research advice and tips may continue, unless I give in writing to Geojit to that extent to stop such communications.

TERMS AND CONDITIONS GOVERNING BUY TODAY SELL TOMORROW (BTST)

- 1. BTST is offered as a product in which investors/ clients can take the positions by paying margins in the form of Cash or in the form of collateral value derived from pledged securities.
- 2. Investors/ Clients shall always ensure required minimum margins while taking the positions.
- 3. Additional margins shall be applicable if the positions are sold before the settlement day.
- 4. BTST shall be available only on T-day. From T+1 onwards, shares bought under BTST shall be converted to Cash segment.
- 5. Shares shall be transferred to the Client's DP account after settlement, if there are sufficient funds in the Client's ledger.
- 6. Shares shall be sold on T+6, if the Client's ledger is in debit.
- 7. Overdue interest shall be applicable from T + 2 onwards.
- 8. Positions shall be marked from product BTST at the End of Day only if clients have an outstanding position after considering all trades for the security across Exchanges.
- 9. Investors/ Clients have to keep sufficient margin in the account to retain the position till the specified time limit. Any margin violation may result in clearance of positions at any point of time without any further intimation.
- 10. Investors/ Clients who have taken a position in a scrip in BTST shall not be permitted to take the same scrip in another delivery product on the same day.
- 11. The BTST facility shall be only available for securities that are approved by Geojit from time to time.

CUSTOMER AWARENESS SERIES

ANTI-MONEY LAUNDERING

Stock Exchange, Commodity Exchanges and their brokers/members i.e. intermediaries are under the ambit of the Prevention of Money Laundering Act, 2002 (PMLA). Geojit Financial Services Ltd. (GEOJIT), with memberships at the stock Exchanges and multi commodity exchanges in India, is bound by the guidance and directives relating to the implementation of the provisions of the PML Act – to prevent money laundering in the securities market and commodity derivatives markets in India and to combat financing terrorism within the country and outside so that objects of the PML Act are achieved.

This document is an attempt by GEOJIT to engage with its clients, to highlight to them that GEOJIT is expected to have adequate controls and procedures in place so that it knows the clients with whom it is dealing. Adequate due diligence on new and existing clients is a key part of these controls. As a regulated entity, GEOJIT has to follow the directives issued by Exchanges, in this regard, in letter and spirit.

1. What is the PML Act about?

The Prevention of Money Laundering (PML) Act, 2002 was enacted in January 2003. The Act along with rules framed there-under have come into force with effect from 1st July 2005.

- Stock/Commodity Exchanges and their brokers/members have been brought under the ambit of PMLA through an amendment in the said Act in 2012 (No.2 of 2013) w.e.f. 15th February 2013.
- It prescribes obligation of banking companies, financial institutions and intermediaries for verification and maintenance of records of the identity of all its clients and also of all transactions and for furnishing information of such transactions in prescribed form to the Financial Intelligence Unit-India (FIUIND).
- It has three main objectives: (i) to prevent & control money laundering (ii) to confiscate & seize the property obtained from laundered money and (iii) to deal with any other issue connected with money laundering in India

2. What is the Institutional/ Statutory framework?

- (a) The powers of investigation and prosecution for offences under the Act have been conferred on the Director, Enforcement Directorate (ED). The ED is under administrative control of Department of Revenue (DOR), Ministry of Finance. The ED can undertake survey, search, seizure, arrest, prosecution action against an offender.
- (b) The central agency responsible for receiving, processing, analyzing and disseminating information relating to "suspect financial transactions" is the FIU-IND. It was set up in 2004 and is an independent body reporting directly to the Economic Intelligence Council (EIC) headed by the Finance Minister of India.

3. What is Money Laundering?

Money Laundering generally is defined as any act or attempted act to conceal or disguise the identity of illegally obtained proceeds so that they appear to have originated from legitimate sources. The PMLA states that "whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the proceeds of crime and projecting it as untainted property shall be guilty of offence of money laundering."

4. What are the obligations of GEOJIT as part of the requirements of the PML Act?

- GEOJIT, like other intermediaries, is under obligation to establish policies and procedures that effectively serve to prevent and impede money laundering (ML) and terrorist financing (TF). It is mandated upon the senior management of GEOJIT to ensure their effectiveness and compliance with all relevant legal and regulatory requirements.
- Besides several stipulations, it is mandatory for GEOJIT to (i) adopt client acceptance policies and procedures
 which are sensitive to the risk of ML and TF (ii) undertake client due diligence (CDD) measures to an extent
 that is sensitive to the risk of ML and TF depending on the type of client, business relationship or transaction.

5. What are broadly the procedures that GEOJIT follows with regard to its clients / customers?

As part of its overall "Client Due Diligence Process", under the parameters of (a) policy of acceptance of clients, (b) procedure for identifying the clients, (c) transaction monitoring & reporting, especially Suspicious Transaction

Reporting (STR), GEOJIT may seek / insist upon certain documents & proofs from its clients, which would be over & above the mandatory documents prescribed under the Know Your Client (KYC) & KYC Registration Agency (KRA) guidelines / regulations. These, to also enable GEOJIT comply with its obligations under the PMLA, in letter and spirit.

The below is not an exhaustive list. It is only an indicative list for the reference of the clients of GEOJIT, helping them to understand and appreciate the same in the background of the requirements imposed and obligatory upon GEOJIT. The directives of the Stock Exchanges and Commodity Exchanges state about risk-based approach to acceptance of clients as well as it defines special category of clients. GEOJIT is bound to ensure compliance with the same.

- (i) Profile in terms of nature of employment / business, Address of work-place / business and landline contact
- (ii) References (of persons known)
- (iii) Last 6 months or 12 months Bank Statement
- (iv) Income Tax Returns, Net worth Certificate
- (v) Spouse / Parent / Household income (eg. in case of homemaker, student, retired person)
- (vi) Depository Transaction Statement Contd.
- (vii) Bank statement or Bank Letter or any such proof evidencing Demand Draft / Pay -order being drawn from client's Bank account
- (viii) Annual Reports, Balance Sheet and P&L, Annual Returns, Shareholding pattern certificate (in case of non-individual / corporate entities)

6. Why does GEOJIT urge its client to update the Know Your Client (KYC) on an Annual basis?

- Under the Rights and Obligations of Members, Authorised Persons and Clients, it is obligatory upon the client to not only immediately notify GEOJIT in writing, any change in the information in the account opening form of the client, but also to provide / update the financial information to GEOJIT on a periodic basis.
- Unless warranted otherwise, in order to comply with PMLA requirements, GEOJIT seeks confirmation of all KYC particulars from its client alongside the financial details, on an annual basis.

The Authorised staff of GEOJIT and its Sub-broker and Authorised Persons will be seeking to meet the client, inperson and verify the Originals of copies of all documents / proofs collected from the client that form part of the client's account opening form as well as any information updated, thereafter.

Note: Reference is drawn from MCX/COMP/033/2015 – Master circular on Prevention of Money Laundering and combating financing of terrorism. Clients can seek a copy of the same from GEOJIT or download the same from Exchange website.

Note: Reference is drawn from SEBI/CIR/ISD/AML/3/2010 - Master Circular on AML/CFT

Anti Money Laundering (AML) Standa rds/ Combating t h e Financing of Terrorism (CFT) /Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed there under.

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