



*TRUST FINANCIAL CONSULTANCY SERVICES PVT. LTD.*

*KYC APPLICATION*

*Client Name* : .....

*Channel Partner* : .....

*Location* : .....

*File No.* : .....

## INDEX OF DOCUMENTS

Sr. No.	Name of the Document	Brief Significance of the Document	Page
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1	<b>Account Opening Form</b>	A KYC form- Document captures the basic information about the constituent and an instruction/check list.	3-5
		Document captures the basic information about the constituent and an instruction/check list.	6-11
2	<b>Tariff sheet</b>	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	13
3	<b>Rights and Obligations</b>	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14-18
4	<b>Risk Disclosure Document (RDD)</b>	Document detailing risks associated with dealing in the securities market.	20-24
5	<b>Guidance note</b>	Document detailing do's and don'ts for trading on exchange for the education of the investors.	25-26
6	<b>Policies and Procedures</b>	Document describing significant policies and procedures of the stock broker	27-29
7	<b>Literature regarding Anti Money_Laundering_Additional Literature for AML Requirements</b>	To educate clients on Anti Money Laundering (AML) Norms	30-31
8	<b>Running Account authorization</b>	Authority to the Trading Member to maintain a running account for operational ease.	32
9	<b>Digitally Signed Information/ Communications</b>	Authorisation from client to receive Information & various other Documents electronically	33
10	<b>Authorization for transfer of funds and/or Securities Inter Exchange &amp; Inter Segment.</b>	Authorization from client for Inter Exchange & Inter Segment transfer of funds and/or securities.	34
11	<b>Authorization for depositing Collaterals with Exchange / Clearing house / Clearing member.</b>	Consent of client for depositing collaterals with exchange/Clearing house/Clearing Member.	35
12	<b>Opting for SMS and Email Alerts to Investors by Stock Exchanges</b>	Opting for SMS and Email Alerts to Investors by Stock Exchanges	36
13	<b>Confirmation of Receipt of executed document</b>	Confirmation of Receipt of executed document	37

<b>Name of Stock Broker / Trading Member / Clearing Member</b>	<b>Trust Financial Consultancy Services Pvt. Ltd.</b>		
<b>Membership Code, SEBI Registration No., Date of Registration.</b>	<b>NSE Member Code No.</b> 11987	<b>BSE Member Code No.</b> 3284	<b>MSEI Member Code No.</b> 70500
	<b>NSE Capital</b>	INB231198731, September 15, 2003	
	<b>NSE Derivatives</b>	INF231198731, September 11, 2009	
	<b>BSE Capital</b>	INB011198737, September 11, 2009	
	<b>BSE Derivatives</b>	INF011198737, September 11, 2009	
	<b>MSEI Currency Derivatives</b>	INE261198731, September 11, 2009	
	<b>MSEI Capital</b>	INB261198734, December 19, 2012	
	<b>MSEI Derivatives</b>	INF261198734, December 19, 2012	
<b>Clearing Member NSE F&amp;O Segment</b>	<b>Phillip Capital (India) Pvt. Ltd.,</b> No. 1, 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400013. Tel. +91 22 24831919 / 2483 2999		
<b>Clearing Member NSE, BSE &amp; MSEI Interest Rate Future Segment</b>	<b>Axis Bank Ltd.,</b> Jeevan Prakash Building, Sir P.M. Road, Fort, Mumbai 400001. Tel. No.+91 22 40867520/25		
<b>Registered Office Address</b>	109/110, Balarama, 1 <sup>st</sup> Floor Village, Parigkhari, Bandra Kurla Complex, Bandra (East), Mumbai: 400 051. Ph: 022-4062 6000 Fax:022-4084 5013,4084 5007		
<b>Correspondence office address</b>	1101, Naman Centre, G – Block, C – 31, B.K.C, Bandra East – Mumbai –400 051. Ph:022-40845000, Fax:022-4084 5013,4084 5007.		
<b>Compliance officer Name, phone no. &amp; email id</b>	<b>Mr.Rajesh Nag</b> <b>Tel No:</b> 022-4084 5072 <b>Fax:</b> 022-4084 5013,4084 5007. <b>Email Id- :</b> <a href="mailto:rajesh.nag@trustgroup.co.in">rajesh.nag@trustgroup.co.in</a>		
<b>CEO Name, phone no. &amp; email id</b>	<b>Equity Head : Mr. Naren Shah</b> <b>Tel No.</b> 022-40845000 <b>Fax:</b> 022-40845013 <b>Email Id-</b> <a href="mailto:naren.shah@trustgroup.co.in">naren.shah@trustgroup.co.in</a>		

For any grievance/dispute please contact **Trust Financial Consultancy Services Private Limited** at the above address or email id [grievances@trustgroup.co.in](mailto:grievances@trustgroup.co.in) and Phone no. 022 - 4084 5072 In case not satisfied with the response, please contact the concerned exchange(s) at [ignse@nse.co.in](mailto:ignse@nse.co.in) and phone no. 022 - 2659 8190/ 1800220058 for NSE and [is@bseindia.com](mailto:is@bseindia.com) and Phone no. 022 - 2272 8097 for BSE and [investcomplaints@msei.in](mailto:investcomplaints@msei.in), and phone no. 022-61129028 for MCX-SX. **Trust Financial Consultancy Services Private Limited** is also doing proprietary trading in debt / equity securities.

**A. IMPORTANT POINTS:**

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

**B. Exemptions/clarifications to PAN**

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

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

**C. List of people authorized to attest the documents:**

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

## CHECK LIST FOR FILLING KYC FORM

**MANDATORY**

(Please tick against documents provided}

Types of entity	Documentary requirements
<b>Proof of Identity (POI):</b>	<input type="checkbox"/> Unique Identification Number (UID) (Aadhaar) <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID card <input type="checkbox"/> Driving license. <input type="checkbox"/> PAN card with photograph. <input type="checkbox"/> Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
<b>Proof of Address (POA):</b>	(*Documents having an expiry date should be valid on the date of submission.) 1. <input type="checkbox"/> Passport <input type="checkbox"/> Voters Identity Card <input type="checkbox"/> Ration Card <input type="checkbox"/> UID/Aadhar Card <input type="checkbox"/> Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy. 2. <input type="checkbox"/> Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill ( <b>Not more than 3 months old</b> ). 3. <input type="checkbox"/> Bank Account Statement/Passbook ( <b>Not more than 3 months old</b> ). 4. <input type="checkbox"/> Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts. 5. <input type="checkbox"/> Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt, or Statutory Authority. 6. <input type="checkbox"/> Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members. 7. <input type="checkbox"/> For FPI/FII/sub account, Power of Attorney given by FI I/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address. 8. <input type="checkbox"/> The proof of address in the name of the spouse.
<b>Bank Account Proof:</b>	<input type="checkbox"/> 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
<b>Demat Account Proof:</b>	<input type="checkbox"/> Demat master or recent holding statement issued by DP bearing name of the client.

**Individuals:**

- a) **Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.**
- b) **In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.**

**In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below: (please tick against documents provided)**

Types of entity	Documentary requirements	<b>MANDATORY</b>
<b>Corporate</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> 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). <input type="checkbox"/> Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. <input type="checkbox"/> Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. <input type="checkbox"/> Copies of the Memorandum and Articles of Association and certificate of incorporation. <input type="checkbox"/> Copy of the Board Resolution for investment in securities market. <input type="checkbox"/> Authorised signatories list with specimen signatures.	
<b>Partnership Firm</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered partnership firms only). <input type="checkbox"/> Copy of partnership deed. <input type="checkbox"/> Authorised signatories list with specimen signatures. <input type="checkbox"/> Photograph, POI, POA, PAN of Partners.	
<b>Trust</b>	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered trust only). <input type="checkbox"/> Copy of Trust deed. <input type="checkbox"/> List of trustees certified by managing trustees/CA. <input type="checkbox"/> Photograph, POI, POA, PAN of Trustees.	
<b>HUF</b>	<input type="checkbox"/> PAN of HUF. <input type="checkbox"/> Deed of declaration of HUF/ List of coparceners. <input type="checkbox"/> Bank pass-book/bank statement in the name of HUF. <input type="checkbox"/> POI, POA, PAN of Karta.	
<b>Unincorporated Association or a body of individual</b>	<input type="checkbox"/> Proof of Existence/Constitution document. <input type="checkbox"/> Resolution of the managing body & Power of Attorney granted to transact business on its behalf. <input type="checkbox"/> Authorized signatories list with specimen signatures	
<b>Banks / Institutional Investors</b>	<input type="checkbox"/> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. <input type="checkbox"/> Authorized signatories list with specimen signatures.	
<b>Foreign Institutional Investors (FII)</b>	<input type="checkbox"/> Copy of SEBI registration certificate. <input type="checkbox"/> Authorized signatories list with specimen signatures.	
<b>Army / Govt Bodies</b>	<input type="checkbox"/> Self-certification on letterhead. <input type="checkbox"/> Authorized signatories list with specimen signatures.	
<b>Registered Society</b>	<input type="checkbox"/> Copy of Registration Certificate under Societies Registration Act. <input type="checkbox"/> List of Managing Committee members <input type="checkbox"/> Committee resolution for persons authorised to act as authorised signatories with specimen signatures. <input type="checkbox"/> True copy of society rules and bye laws certified by the chairmen /secretary	

**For Non –Individuals**

- a) Form need to be initialized by all the authorized signatories.
- b) Copy of board resolution or declaration (on the letter head) naming the persons authorized to deal in securities on behalf of company /firm/others and their specimen signatures.

**KNOW YOUR CLIENT (KYC) APPLICATION FORM –**  
**INDIVIDUAL CLIENT**

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

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

**A: IDENTITY DETAILS**

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

**B: ADDRESS DETAILS**

1. **Residence Address:** .....  
.....  
City/Town/Village: ..... Pin Code: ..... State: ..... Country: .....
2. **Contact Details:** Tel. (off.)..... Tel. (Res.) ..... Fax: .....  
Mobile No: ..... Email id: .....
3. **Specify the proof of address submitted for residence address:** .....
4. **Permanent Address** (if different from above or overseas address, mandatory for Non-Resident Applicant):  
.....  
City/Town/Village: ..... Pin Code: ..... State: ..... Country: .....

**DECLARATION**

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

 **Client Signature**

.....  
**Signature of the Applicant**

Date: .....(dd/mm/yyyy)

**FOR OFFICE USE ONLY**

Originals Verified and Self Attested Document Copies received

**For Trust Financial Consultancy Services Pvt. Ltd.**

(.....)

**Name and Signature of Authorised Signatory**

**Date:** .....

**Seal/Stamp of the intermediary**

**KNOW YOUR CLIENT (KYC) APPLICATION FORM –**  
**NON - INDIVIDUAL CLIENT**

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

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

**A: IDENTITY DETAILS**

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

**B: ADDRESS DETAILS**

1. **Address for correspondence:** .....  
.....  
City/Town/Village: ..... Pin Code: ..... State: ..... Country: .....
2. **Contact Details:** Tel. (off.) ..... Tel. (Res.) ..... Fax: .....  
Mobile No.: ..... Email id: .....
3. **Specify the proof of address submitted for correspondence address:** .....
4. **Registered Address** (if different from above): .....  
City/Town/Village:..... Pin Code: ..... State: ..... Country: .....

**C: OTHER DETAILS**

1. **Name, PAN, Residential Address, DIN/UID and Photographs of Promoters/Partners/Karta/Trustees and Whole Time Directors. :** ..... (Please fill details in Annexure KYC Details).
2. **a) DIN of whole time directors:** ..... (Please fill details in Annexure KYC Details).  
**b) Aadhaar number of Promoters/Partners/Karta:** ..... (Please fill details in Annexure KYC Details).

**DECLARATION**

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

 **Client Signature**

Date: ..... (dd/mm/yyyy)

**Name & Signature of the Authorised Signatory**

**FOR OFFICE USE ONLY**

Originals Verified and Self Attested Document Copies received

**For Trust Financial Consultancy Services Pvt. Ltd.**

(.....)

**Name and Signature of Authorised Signatory**

**Seal/Stamp of the intermediary**

**Date:** .....




**Annexure of KYC Details**  
**Details & Photograph of Promoters/Partners/Karta/Trustees and Whole Time Directors**  
(Please add additional sheet, if require)

Name				Sign Across The Photograph Excluding Face
Residential Address				
UID		DIN		
Income Tax Pan No				
Designation	Promoter / Partner / Karta / Trustees / Whole Time Director / Authorised Person			
Whether Politically Exposed	Politically Exposed Person (PEP) / Related to a Politically Exposed Person (RPEP) / NO			

Name				Sign Across The Photograph Excluding Face
Residential Address				
UID		DIN		
Income Tax Pan No				
Designation	Promoter / Partner / Karta / Trustees / Whole Time Director / Authorised Person			
Whether Politically Exposed	Politically Exposed Person (PEP) / Related to a Politically Exposed Person (RPEP) / NO			

Name				Sign Across The Photograph Excluding Face
Residential Address				
UID		DIN		
Income Tax Pan No				
Designation	Promoter / Partner / Karta / Trustees / Whole Time Director / Authorised Person			
Whether Politically Exposed	Politically Exposed Person (PEP) / Related to a Politically Exposed Person (RPEP) / NO			

Name				Sign Across The Photograph Excluding Face
Residential Address				
UID		DIN		
Income Tax Pan No				
Designation	Promoter / Partner / Karta / Trustees / Whole Time Director / Authorised Person			
Whether Politically Exposed	Politically Exposed Person (PEP) / Related to a Politically Exposed Person (RPEP) / NO			

 <b>Client Signature</b>	
..... <b>Name &amp; Signature of the Authorised Signatory</b>	<b>Date: .....(dd/mm/yyyy)</b>

## FINANCIALS AND TRADING ACCOUNT RELATED DETAILS

FINANCIAL DETAILS	INDIVIDUAL	NON-INDIVIDUAL
<b>Gross Annual Income Details</b> Income Range per annum : Below Rs 1 Lac / 1-5 Lacs / 5-10 Lacs/ 10-25 Lacs / 25 Lacs – 1 Cr/ > 1 Cr		
<b>Net worth with date</b> (should not be older than 1 year)	OPTIONAL	MANDATORY
<b>Occupation</b> (please tick any one and give brief details) Private Sector/ Public Sector/ Government Services/ Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others		
<b>Please tick, if applicable</b>	(PEP)/(RPEP)	(PEP)/(RPEP)
<b>Any other information</b>		

BANK ACCOUNT(S) RELATED DETAILS					
Sr. No.	Bank Name and Branch Address	Account Type (Saving/Current/ Others In case of NRI/NRE/NRO)	Account No.	MICR Number	IFSC code
1					
2					

DEPOSITORY ACCOUNT(S) DETAILS					
Sr. No.	Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BOID)
1					
2					

TRADING PREFERENCES				
*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.				
Exchange Segment	Cash	Derivatives	Currency Derivatives	Interest Rate Future
BSE	Client Signature	Client Signature	Client Signature	Client Signature
NSE	Client Signature	Client Signature	Client Signature	Client Signature
MSEI	Client Signature	Client Signature	Client Signature	Client Signature

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



Client Signature

.....

Date: .....(dd/mm/yyyy)

<b>PAST ACTIONS</b>			
Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/ constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:			
<b>DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS</b>			
If client is dealing through the sub broker, provide the following details:			
Name of Sub-Broker		BSE SEBI Reg No .	
Regd off		NSE SEBI Reg No .	
Address		MSEI SEBI Reg No	
Signature x	Client Signature	Tel No	
		Fax No	
		Web Site	

Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/subbrokers, provide details of all)

Name of stock broker	Name of Sub-Broker, if any	Client Code	Exchange:

Details of disputes/dues pending from/to such stock broker/sub- broker:

<b>ADDITIONAL DETAILS</b>	
Whether you wish to receive physical contract note <b>or Electronic Contract Note (ECN)</b> (please specify)	
Specify your Email id, if applicable	
Whether you wish to avail of the facility of internet trading/ wireless technology (please specify) :	
Number of years of Investment/Trading Experience :	

In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others	
Any other information	

#### **INTRODUCER DETAILS (optional)**

Name of the Introducer -	Signature of the Introducer
Add /Tel No. of the Introducer -	
Status Of The Introducer Sub Broker /Remisier/Authorized Person/Existing Client/others , Please Specify	



**Client Signature**

.....

Date: .....(dd/mm/yyyy)

## NOMINATION DETAILS (for individuals only)

<input type="checkbox"/> I wish to nominate		<input type="checkbox"/> I do not wish to nominate	
Name Of Nominee		Relation with the Nominee	
Address	Date of Birth of Nominee		
	PAN No		
	Tel No.		
If Nominee is a minor, details of guardian:			
Name of Guardian			
Address & Tel No of Guardian		Signature of guardian	
<b>WITNESSES (Only applicable in case the account holder has made nomination)</b>			
Name		Name	
Address		Address	
Signature		Signature	

### DECLARATION

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



**Client Signature**

**Place** .....

(.....)

**Date:** ..... (dd/mm/yyyy)

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

**FOR OFFICE USE ONLY**

**UCC Code allotted to the Client :**

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

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

**For Trust Financial Consultancy Services Pvt Ltd**

(.....)  
**Name and Signature of the Authorised Signatory**

**Seal/Stamp of the Stock  
Broker**

Date: ..... (dd/mm/yyyy)

Document detailing the rate/amount of Brokerage and other charges levied on the client for trading on the stock exchange(s)

### **TARIFF SHEET (Brokerage)**

	Intraday Transactions				Expiry		Delivery Settlement	
	1 <sup>ST</sup> Leg		2 <sup>nd</sup> Leg					
	%	Minimum	%	Minimum	%	Minimum	%	Minimum
Cash Equity								
Futures (Equity)								
Options (Equity)								
Futures (IRF)								
Futures (Currency)								
Other Statutory Charges								
	Cash Rate				F&O / Currency / IRF contracts Rate			
Services Tax	<input type="checkbox"/> As Applicable				<input type="checkbox"/> As Applicable			
Stamp Duty	<input type="checkbox"/> As Applicable				<input type="checkbox"/> As Applicable			
Transaction Charges	<input type="checkbox"/> As Applicable				<input type="checkbox"/> As Applicable			
SEBI Fees	<input type="checkbox"/> As Applicable				<input type="checkbox"/> As Applicable			
STT	<input type="checkbox"/> As Applicable				<input type="checkbox"/> As Applicable			

All statutory charges will be charged on actual (securities Transaction Tax, Services Tax, Turnover Tax, Stamp Duty and other Statutory Levies)

The company reserves the right to change pricing (brokerage and other levies) from time to time with prior intimation in writing and mutually agreed upon

 **Client Signature**

.....

Date: .....(dd/mm/yyyy)

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

*as prescribed by SEBI and Stock Exchanges*

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

**CLIENT INFORMATION**

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

**MARGINS**

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

 **Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

**TRANSACTIONS AND SETTLEMENTS**

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

**BROKERAGE**

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

**LIQUIDATION AND CLOSE OUT OF POSITION**

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



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**



**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 there under 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 mandatory and voluntary client registration document 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.

 **Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

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

**ELECTRONIC CONTRACT NOTES (ECN)**

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



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

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 there under 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.



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

**Seal /Stamp Of the stock broker**

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

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

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

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

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

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

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

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

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

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

**1. BASIC RISKS:**

**1.1 Risk of Higher Volatility:**

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

 **Client Signature**  
.....

**Date: .....(dd/mm/yyyy)**

## 1.2 Risk of Low 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.



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

**1.6 Risk of Rumors:**

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

**1.7 System Risk:**

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

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

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

**1.8 System/Network Congestion:**

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

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

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

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

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

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

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

 **Client Signature**  
.....

**Date: .....(dd/mm/yyyy)**

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

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

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

## 2.2 Currency specific risks:

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

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

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

## 2.3 Risk of Option holders:

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

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

## 2.4 Risks of Option Writers:

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

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



Client Signature

.....

Date: .....(dd/mm/yyyy)



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

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

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

**4. GENERAL**

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

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

 **Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

**Seal /Stamp Of the stock broker**

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

## **BEFORE YOU BEGIN TO TRADE**

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

## **TRANSACTIONS AND SETTLEMENTS**

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

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

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

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

#### **DISPUTES/ COMPLAINTS**

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

## Mandatory Policies and Procedures

( as required by SEBI circular MIRSD/ SE /Cir-19/2009 dated December 3, 2009

### POLICIES AND PROCEDURES AS PER SEBI CIRCULAR NO. MIRSD/ SE /CIR-19/2009 DATED 3 DEC, 2009

The following are the policies and procedures formulated by Trust Financial Consultancy Services Private Limited (Trust):

**i) Refusal of Orders for Penny/illiquid securities:**

TRUST is advising to the clients not to deal in penny securities and if client deals with the penny stocks, 100% margin will be taken from the client and these shares will not be taken to as Margin deposit. A list of securities which are illiquid / penny shall be classified from time to time based on internal criteria. Apart from this, client may refer the list of illiquid securities notified on periodic basis by the Stock Exchanges concerned. TRUST reserves the right to refuse execution of any transaction requests of the Client on such illiquid securities or to reduce the open market interests of the Client in such securities from time to time.

**ii) Setting up of Exposure limits:**

The client agrees to abide by the exposure limits, if any, set by the TRUST or by the Exchange or Clearing Corporation or SEBI from time to time. The exposure / trading limits to the Client would be set adhoc based on the margin lying to the credit of the client in the form of funds / securities / FDR / bank guarantee. In setting exposure limits for the Client, the factors shall be considered like client's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of the company and such other factors or conditions which TRUST may consider relevant for the purpose from time to time. TRUST reserves liberty to vary the trading / exposure limits of the Client depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the Client.

**iii) Applicable Brokerage Rate:**

TRUST shall levy brokerage rate for the client's transactions as per the brokerage slabs mutually agreed with the client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI from time to time. Any change in the brokerage rate shall be intimated to the client at least 15 days in advance in writing.

**iv) Imposition of Penalty / Delayed payment charges to client:**

Client shall be liable to penalty and other charges on non payment of margin money, short selling of securities or units, failure on payment of auction, cheque bounce, non delivery of shares, increase open position or on any orders / trades / deals / actions of the client which are contrary to this mandatory and voluntary client registration document / rules / regulations / bye laws of the exchange or any other law for the time being in force as per Rules, Regulations, Guidelines and Circulars issued by SEBI and stock exchange from time to time.

Delay payment charges to clients for non receipt of full payment of value of delivery purchased or margin imposed will be decided on case to case basis by the management not exceeding 2% p.m. The company reserves the right to change the penal interest charges/other levies from time to time subject to mutual consent of the client in meeting.

All fines/penalties and charges levied upon the Client due to its acts / deeds or transactions will be recovered by the Stock Broker directly from the client's account.

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

In the event of the Client failing to maintain / supply applicable margin money required to sustain the outstanding market positions of the Client or on account of pay in obligations, TRUST shall be entitled, at its option and liberty, to liquidate / close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off. TRUST may also sell off all or any securities of the Client lying with TRUST as collateral or otherwise, for any amounts due by the Client and adjust the proceeds of such liquidation / close out against the client's trade liabilities / trade obligations to TRUST. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

to and borne by the client. Such liquidation/ close out may be without any prior reference or notice to the client. While arriving at the amount of margin shortfall or obligation due, the company reserves the right to consider/disregard cheques and securities under clearance. The client is requested to keep a track of their margin positions and ensure that appropriate margins are placed with the Company at all points of time to avoid any forceful square up. Client shall keep and hold TRUST indemnified and harmless from any loss arising out of such closing out / squaring off.

**vi) Shortages in obligations arising out of Internal Netting of trades:**

If the client has short delivered any securities against his/her/its pay-in obligation which resulted in internal shortage i.e. resulting in failure of delivery of securities to another client of TRUST who purchased the securities and the securities could not be auctioned in the market (self-auction), then close out price will be higher of the trade day's closing rate or 5% above the closing price on settlement (Pay in Payout) day or such other rate shall be communicated to client in writing as may be revised by TRUST from time to time. The close out value which will be arrived after taking into account the close out price as mentioned above, will be charged to seller & then the same will be passed on to the buyer.

**vii) Conditions wherein client may not be allowed to take further position / existing position will be closed:**

TRUST reserves the right to restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal policy or penny / Illiquid securities and/or the directives and guidelines of the Exchanges / Regulators issued from time to time. TRUST may impose trade restrictions on any scrip based on any one or more of the following factors viz. i) market volatility. ii) price sensitive announcements relating to any scrip. iii) Restrictions on trade volume imposed by the Exchange concerned. iv) Political instability in the country, v) external aggression or internal rebellion. vi) default by the Client to maintain applicable collateral / margin or to make payment of dues. vii) client exceeded its eligible exposure. viii) Account is closed or suspended or such other factors influencing the securities market. viii) If the client appears in the notification received in the list of banned entities issued by any regulatory authority. ix) For disciplinary reasons, misbehavior of the client with the officials of the Company. X) In case the client has any pending civil, criminal actions, proceedings and enquiries against him/her. xi) In case the client is found or suspected to be engaged in market manipulation activities directly or indirectly.

**viii) Temporarily suspending or closing a Client's Account at the client's request:**

The Client shall request in writing to TRUST for suspension of transactions in Client's account and TRUST may on receipt of such request suspend transactions in the account. The Client shall ensure pay in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which TRUST without further reference to the Client shall square off all open derivative positions prior to suspending the account. For reactivating the account, the Client has to request in writing to TRUST and on receipt of such request for reactivation, account will be reactivated subject to compliance with prevailing KYC norms.

**ix) Deregistering a Client's Account:**

**TRUST reserves the right to deregister the client in the following instances:** i) in the event of any breach of the terms of the mandatory and voluntary client registration document ii) in the event of violation of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI / the Exchanges, iii) In accordance with the Company AML policy/regulatory guidelines specified from time to time. iv) Upon closure request received from client. v) Upon closure of business of the Company. vi) In the event of death/insolvency of the client. vii) In case of non-individual clients, closure of business of the client. viii) Upon non-payment of dues by the client in relation to their trades.

All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the Client shall continue to subsist and vest in / be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

 **Client Signature**  
.....

**Date: .....(dd/mm/yyyy)**

**Temporary suspension:-**

i) If the client is found to be KYC non-compliant.ii) Action taken in accordance with an order issued by any regulatory authority against the client. iii) If the client initiates any arbitration and/or litigation against the Company. iv) In accordance with the Company AML policy/regulatory guidelines specified from time to time) Failure to meet the pay-in/pay-out obligations. Here the account would be temporarily suspended till the receipt of such obligations.vi) Market or price manipulation.

In case of temporary suspension, the client shall be informed in writing about such action by the Company. Client Acceptance of policies and procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same. These policies and procedures may be amended or changed unilaterally by the broker, provided the changes informed to me/us with/through anyone or more approved means or method. These policies and procedures shall be read along with the mandatory and voluntary registration document and shall be compulsorily referred to while deciding any dispute or difference claim between me/us and stockbroker before any court of law /judicial/adjudicating authority including arbitrator/mediator, etc.

**x) Inactive Accounts:-**

Client Account will be considered as inactive if the client does not trade for a period of one year. The identification will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/Credit ledger balance, if any will be transferred to the client within 15 days of identifying the client as inactive. The client has to make written request for the reactivation of their account.

 **Client Signature**

.....

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

Date: .....(dd/mm/yyyy)

**Seal /Stamp Of the stock broker**

## PMLA INVESTOR'S EDUCATION WRITE UP

The Prevention of Money Laundering Act (PMLA) came into effect from 1st July 2005. Necessary Notifications / Rules under the said Act were published in the Gazette of India on 1st July, 2005 by the Department of Revenue, Ministry of Finance, and Government of India. The PMLA has been further amended vide notification dated March 6, 2009 and inter alia provides that violating the prohibitions on manipulative and deceptive devices, insider trading and substantial acquisition of securities or control as prescribed in Section 12 A read with Section 24 of the Securities and Exchange Board of India Act, 1992 (SEBI Act) will now be treated as a scheduled offence under schedule B of the PMLA.

As per the provisions of the PMLA, every banking company, financial institution (which includes chit fund company, a co-operative bank, a housing finance institution and a non-banking financial company) and intermediary (which includes a stock-broker, sub-broker, share transfer agent, banker to an issue, trustee to a trust deed, registrar to an issue, merchant banker, underwriter, portfolio manager, investment adviser and any other intermediary associated with securities market and registered under Section 12 of the SEBI Act , shall have to maintain a record of all the transactions; the nature and value of which has been prescribed in the Rules under the PMLA.

Such transactions include:

- All cash transactions of the value of more than Rs 10 lakh or its equivalent in foreign currency.
- All series of cash transactions integrally connected to each other which have been valued below Rs 10 lakh or its equivalent in foreign currency where such series of transactions take place within one calendar month.
- All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into from any non-monetary account such as demat account, security account maintained by the registered intermediary.
- It may, however, be clarified that for the purpose of suspicious transactions reporting, apart from 'transactions integrally connected', 'transactions remotely connected or related' shall also be considered.
- In case there is a variance in CDD/AML standards prescribed by SEBI and the regulators of the host country, branches/overseas subsidiaries of intermediaries are required to adopt the more stringent requirements of the two.
- It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.
- Any such above types of transaction, though not executed but attempted and failed are also required to be reported.
- The suspicious transaction can be related to the transaction under the circumstances such as;
  - a) Clients whose identity verification seems difficult or clients that appear not to cooperate
  - b) Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
  - c) Clients based in high risk jurisdictions;
  - d) Substantial increases in business without apparent cause;
  - e) Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
  - f) Attempted transfer of investment proceeds to apparently unrelated third parties;
  - g) Unusual transactions by CSCs and businesses undertaken by offshore banks/financial services, businesses reported to be in the nature of export-import of small items.



**Client Signature**

.....

**Date: .....(dd/mm/yyyy)**

- Clients of Special Categories may include:
  - a) NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
  - b) Companies having close family shareholdings or beneficial Ownership
  - c) Politically Exposed Persons
  - d) Companies offering foreign exchange offerings
  - e) Clients in high risk countries
  - f) Non face to face clients
  - g) Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>
- While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.
- All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.
- These are the highlights of the requirements under the Act. Clients / Sub-brokers / Authorised Persons / Remisiers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/cirisdaml2010.pdf> for detailed information and understanding and also to visit the website of FIU - IND at <http://fiuindia.gov.in>
- The clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- For any further clarifications or information on the subject, you can contact us on our e-mail ID [tfcs.backoffice@trustgroup.co.in](mailto:tfcs.backoffice@trustgroup.co.in)

 **Client Signature**

.....

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

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

Date: .....(dd/mm/yyyy)

**Seal /Stamp Of the stock broker**



VOLUNTARY

Date :

To,  
Trust Financial Consultancy Services Pvt. Ltd.

Dear Sir / Madam,

Sub.: Running Account Authorization

I/We \_\_\_\_\_ having Client Code \_\_\_\_\_ are dealing through you as a client for BSE /NSE in Capital Market and / or Future & Option segment and / or Currency Derivatives & in order to facilitate ease of operations and upfront requirement of margin for trade. I / We authorize you as under:

1. I / We request you to maintain running balance in my account & retain the credit balance in any of my / our account and to use the unused funds towards my / our margin / pay-in / other future obligation(s) at any segment(s) of any or all the Exchange(s) / Clearing corporation unless I/we instruct you otherwise.
2. I / We request you to retain securities with you for my / our margin / pay-in / other-future obligation(s) at any segment(s) of any or all the Exchange(s) / Clearing Corporation, unless I / We instruct you to transfer the same to my / our account.
3. I/We request you to settle my/our funds and securities account once in every calendar Quarter / Month (strike out whichever is not applicable) or such other higher period as allowed by SEBI / Stock Exchange time to time except the funds given towards collaterals / margin in form of Bank Guarantee and / or Fixed Deposit Receipt.
4. In case I / We have an outstanding obligation in derivative market on the settlement date, apart from margin liability you may retain additional margins (maximum up to 125% of margin requirement on the day of settlement) to take care of any margin obligation arising in next 5 trading days.
5. I/We hereby authorize you to retain amount in my account up to Rs 10,000/- (Net amount across segments and across stock exchanges) until specific instructions are given by me/us for release of the said amount. Further, I/ We understand that this threshold limit is not applicable in case I/We have not traded even once during the last one Month / Quarter as per the preference selected by me/us for settlement.
6. In respect of Cash Market transactions, you may retain entire pay-in obligation of funds and securities due from me/us as on date of settlement. Further, for next day's business, you may retain funds / securities / margin to the extent of value of transactions executed on the day of such settlement in the cash market only.
7. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 7 working days from the date of receipt of funds / securities or statement of account or statement related to it, as the case may be at your registered office.

I/we, however, reserve my/our right to revoke this authorization at any time in writing

Yours faithfully,

Client's Signature:

.....

Client's Name:

[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]

**VOLUNTARY**

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

To,  
**Trust Financial Consultancy Services Pvt. Ltd.**  
Mumbai.

Dear Sir / Madam,

**Sub.: Digitally Signed Information/ Communications**

With reference to mandatory and voluntary client registration documents executed between us, I/We hereby authorized you to do the following: I/We have been / shall be dealing through you as my / our broker on the Capital Markets and/or Future and Option Segments/Currency Derivatives Segment. As my / our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

I / We understand that, I / we have the option to receive the contract notes, bills, margin calls, Client Margin information, Statement of Accounts / Ledger and Security Balance Confirmation in physical form or electronic form. In pursuance of the same, I / we hereby opt for receipt of contract notes, bills, margin calls, Client Margin Information, Statement of Accounts / Ledger and Security Balance Confirmation in electronic form. I/ We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send electronic contract notes. Accordingly, please take \_\_\_\_\_ email account on your record for sending the contract notes and other documents to me / us.

I / We agree not to hold you responsible for late / non - receipt of contract notes, bills, margins calls, Client Margin information, Statement of Accounts / Ledger and Security Balance Confirmation sent in electronic form and any other communication for any reason including but not limited to failure of email server, loss of connectivity, email in transit etc. I / we agree that the log reports of your dispatching software shall be a proof of dispatch of contract notes, bills, margin calls, Client margin information, Statement of Accounts, Ledger and Security Balance Confirmation to me / us.

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

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

 **Client Signature**

.....

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

[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]

**VOLUNTARY**

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

To,  
Trust Financial Consultancy Services Pvt. Ltd.  
Mumbai.

Dear Sir / Madam,

**Sub.: Authorisation for Transfer of Funds and / or Securities, Inter Segment and Inter Exchange**

I / We hereby authorize you as under:

1. To transfer funds and/or securities from my / our account in one segment against my / our obligations in another segment in the same Exchange or different Exchange.
2. To transfer funds and/or securities from my / our account in one segment against collaterals / margins for my / our trade in another segment in the same exchange or different exchange.
3. I / we am / are aware that the funds means monies that is lying as credit in my / our account or pay - outs that are to be received from the exchanges arising out of sale securities. Similarly, I / we am / are aware that securities means, shares lying with you, on my / our behalf, for which I / we have fully paid for or margin or shares that are to be received as pay - out from the Exchange/s.

In case if I / we wish to withdraw this authorisation, I / we shall inform you in writing and acknowledge by you at least 15 days in advance from the date of withdrawal.



**Client Signature**

.....

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

[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]

**VOLUNTARY**

Date: .....(dd/mm/yyyy)

To,  
Trust Financial Consultancy Services Pvt. Ltd.  
Mumbai.

Dear Sir / Madam,

**Sub.: Authorisation for Depositing Collaterals with Exchange / Clearing House / Clearing Member**

I / We hereby authorize you that any securities placed by me / us as Margin may in turn be placed as margin by you with the Exchanges or Clearing Corporation or Clearing House / Clearing Member as you may deem fit and as may be permitted by exchange/SEBI from time to time. I/We further authorizes you to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges/ Clearing Corporation / Clearing House / Clearing Member as margin.

In case if I / we wish to withdraw this authorisation, I / we shall inform you in writing and acknowledge by you at least 15 days in advance from the date of withdrawal.



**Client Signature**

.....

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

[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]

**VOLUNTARY**  
**Opting for SMS and Email Alerts to Investors by Stock Exchanges**

I / We \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby opting for the following facilities offered by Trust Financial Consultancy Services Pvt. Ltd. and/or Stock Exchanges:

- SMS
- Email
- SMS and Email Both

(Please tick the appropriate box / facility opted)

The following is my/our Mobile Number and / or Email Address:

Mobile No. \_\_\_\_\_, Email Address: \_\_\_\_\_

I declare that mobile number \_\_\_\_\_ is in my name or in the name of my family member \_\_\_\_\_ (mention name and the relationship) having PAN \_\_\_\_\_.

Further, I declare that Email Address mentioned above is of my or in the name of my family member \_\_\_\_\_ (mention name and the relationship) having PAN \_\_\_\_\_.

In case of any changes in the above mentioned mobile number/ email address, I/we will inform you immediately in writing. This number / email address can be used for giving any information/alert/SMS.

 **Client Signature**

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

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

**[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]**

The following Family member's mobile number or email id is allowed to be incorporated:

Self, Spouse, Dependent Children and Dependent Parents.

**ACKNOWLEDGMENT OF DOCUMENTS**

Date: .....

To,  
**Trust Financial Consultancy Services Pvt. Ltd.,  
Mumbai.**

Dear Sirs,

**Sub: Confirmation of Receipt of executed documents.**

Reference to my registration as client with you for BSE /NSE/MSEI in Capital Market and / or Future & Option segment and / or Currency Derivatives Segment / or Interest Rate Future Segment , I/we hereby confirm that I/we have received copies of the following executed mandatory and voluntary client registration documents.

1. Client Registration form (Know Your Client).
2. Combined Risk Disclosure Document.
3. Policies and Procedures for client dealings (As per SEBI Circular Dated 03<sup>rd</sup> December, 2009).
4. All other executed voluntary documents.
5. Rights and Obligations, RDD and Guidance Note.
6. Tariff Sheet.

Thanking you

Yours Faithfully,

 **Client Signature**

.....

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

Client code: \_\_\_\_\_

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

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF**  
 \_\_\_\_\_ **Ltd. And Having its Registered Office at** \_\_\_\_\_  
 \_\_\_\_\_ **HELD ON DAY** \_\_\_\_\_ **OF** \_\_\_\_\_ **201** \_\_\_\_\_

Resolved that the company is empowered to deal on Capital Market Segment, Future and Option segment, Interest Rate Future Segment or any other segment that may be introduced by NSE/BSE/MSEI and in pursuance of the same do enter into mandatory and voluntary client registration document with **Trust Financial Consultancy Services Pvt. Ltd.** Member of the National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange (BSE) and Metropolitan Stock Exchange of India Limited (MSEI). The said trading member be and is hereby authorized to honor instruction, oral or written, given on behalf of the company by any of the under noted authorized signatories.

Sr. No.	Name	Designation	Specimen Signatures

Who is /are authorized singly / jointly by \_\_\_\_\_ to sell, Purchase, transfer, endorse, negotiate documents and /or otherwise deal through **Trust Financial Consultancy Services Pvt. Ltd.** on behalf of the company.

RESOLVED FURTHER THAT Mr..... and/or Mr ....., Directors and/or Mr ..... Authorized Signatory of the company be and are hereby authorized to sign, execute and submit such application, undertakings agreements and other requisite documents, writing and deeds as may be deemed necessary or expedient to open the account and give effect to this resolution.

RESOLVED FURTHER THAT, the common seal of the company be affixed, wherever necessary, in the presence of the directors or of any one director and company secretary, who shall sign the same in token of the presence.

**For** ..... **Ltd.**

**Chairman/Company secretary/ Any 2 Directors**

**AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER/PARTNERS**

(To be obtained on pre-printed Letter head of the firm)

To,  
**Trust Financial Consultancy Services Pvt. Ltd.**

Dear Sir / Madam,

We refer to the trading account opened with you in the name of M/s. \_\_\_\_\_

We hereby authorise following partners severally on behalf of the firm:

Name of Partner	Designation	Specimen Signature

to sign, execute and submit various papers and documents and to sell, purchase, transfer, endorse and negotiate and to do all acts and formalities that may be necessary to open and operate share trading account with **Trust Financial Consultancy Services Pvt. Ltd.** on behalf of the firm.

We also recognize that a beneficiary account cannot be opened with a Depository Participant in the name of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorize you to recognize the beneficiary account No. with depository having DP ID \_\_\_\_\_ opened as a single /joint account in the names of Managing partner / partners of the firm.

We agree that the obligations for shares purchased and/or sold by the firm will be handled and completed through transfer to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We confirm that we are the only partners of the said Firm as on date and any change in the Constitution of the said Firm shall be immediately informed to the said trading member.

Yours Truly,

Name of Partner	Designation	Specimen Signature

**Instruction: Should be signed by all partners of the firm with rubber Stamp**



**DECLARATION BY KARTA & ALL CO-PARCENERS IN CASE OF HUF ACCOUNT**  
**(This Declaration is to be obtained only if the Client is a HUF)**

Dated: \_\_\_\_\_

Trust Financial Consultancy Services Pvt. Ltd.  
Mumbai.

Client Code, \_\_\_\_\_

1. WHEREAS the Hindu Undivided Family of \_\_\_\_\_ is carrying on business in the firm name and style of \_\_\_\_\_ at \_\_\_\_\_ or we intent to deal, have or desire to have Share Trading Account with **Trust Financial Consultancy Services Pvt. Ltd.** (hereinafter referred as 'Member') We, undersigned, hereby confirm and declare that we are the present adult co- parceners of the said joint family; that Mr. \_\_\_\_\_ is the present Karta of the said parceners of the said joint family.
2. We confirm that affairs of the H.U.F. firm are carried on mainly by the said Karta on behalf and in the interest and for the benefit of all the co-perceners. We hereby authorize the Karta on behalf of the H.U.F. to deal on Capital Market Segment (CM), Futures and Options Segment (F&O), or any other segment that may be introduced by NSE/BSE/MSEI in future and the said Trading Member is hereby authorized to honor all instructions oral or written, given by him on behalf of the H.U.F. Mr \_\_\_\_\_ is authorized to sell, purchase, transfer, endorse, negotiate documents and// or otherwise deal through **Trust Financial Consultancy Services Pvt. Ltd.** on behalf of the H.U.F. He is also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said H.U.F firm to the Member and agree and confirm that any claim due to the Member from the said H.U.F. firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parceners, of the said joint family, including the share of minor co-parcener, if any.
3. We undertake to advise the Member in writing of any change that may occur in the Kartaship or in the constitution of the said joint family or of said H.U.F. firm and until receipt of such notice by the Member which shall be binding on the said joint family and the said H.U.F firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member for all dues and obligations of the said H.U.F. firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
4. We recognize that a beneficiary account can be opened with a depository participant only in the name of a Karta as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, We authorize you to recognize the beneficiary account No. \_\_\_\_\_ with Depository Participant \_\_\_\_\_ having DP ID \_\_\_\_\_ opened in the name of \_\_\_\_\_ who is the karta of this H.U.F.
5. We have received and read a copy of the Member's rules and regulations for the conduct of Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time.
6. The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind the said H.U.F. Firm.

(S) \_\_\_\_\_

**Name & Date of Birth of Minor Co-parceners**

Name of the Minor	Father's Name	Date of Birth

Signature of Karta	Signature of Co-parcener	Signature of Co-parcener

\*\*Along with rubber stamp

Thank You,

Yours truly

(S)  .....

**(Signature (please affix the stamp of HUF))**

---