



## ACCOUNT OPENING KIT

### INDEX

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1	Account Opening Form	A. KYC form - Documents captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	1-12
2	Rights and Obligations	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).	13-18
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	19-22
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	23-24
5	Policies & Procedures	Document describing significant policies and procedures of the stock broker.	25-29
6	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchanges.	31

I/We have fully understood the purpose of various documents being signed by me and also the distinction between the mandatory documents specified vide SEBI guidelines and non-mandatory documents requires by Star Finvest Private Limited to provide additional service / facilities, do hereby declare that all documents have signed by me/us after these were duly filled-in and out of my/our free will and agree not to call into question the validity enforce ability and applicability of any of the Mandatory and Non-Mandatory documents or voluntary/optional clauses within any of the Mandatory and Non-Mandatory documents under any circumstances what soever

Signatures★.....

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MANDATORY

**ANNEXURE – 2  
KNOW YOUR CLIENT (KYC) APPLICATION FORM  
For Individuals**

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

- 1. Name of the Applicant:
- 2. Father's/ Spouse Name:
- 3. a. Gender: Male / Female      b. Marital Status: Single / Married      c. Date of birth:  (dd/mm/yyyy)
- 4. a. Nationality:       b. Status: Resident Individual/ Non Resident/ Foreign National
- 5. a. PAN:       b. Aadhaar No., if any:
- 6. Specify the proof of Identity submitted:

**B. ADDRESS DETAILS**

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

**C. OTHER DETAILS**

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

**DECLARATION**

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

Signature of the Applicant

Date:

(dd/mm/yyyy)

**FOR OFFICE USE ONLY**

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

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

Seal/ Stamp of the intermediary

Date.....

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MANDATORY

**ANNEXURE – 2  
KNOW YOUR CLIENT (KYC) APPLICATION FORM  
For Non-Individuals**

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS

**A. IDENTITY DETAILS**

- 1. Name of the Applicant:
- 2. 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 Limited 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 and photographs of Promoters/ Partners/ Karta/ Trustees and whole time directors
- 2. a) DIN of whole time directors:
- b) Aadhaar number of Promoters/ Partners / Karta:

**DECLARATION**

I/We hereby declare that the details furnished above are true and correct to the best of my 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 may be held liable for it.

Signature of the Applicant

Date:

(dd/mm/yyyy)

**FOR OFFICE USE ONLY**

Originals verified and Self-Attested Document copies received

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

Seal/ Stamp of the intermediary

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4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS \* (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES\* (Applicable if section 2 is ticked)

Same as Current / Permanent / Overseas Address details  Same as Correspondence / Local Address details

Line 1\*

Line 2

Line 3  City / Town / Village\*

State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off) - Tel. (Res) - Mobile -

FAX - Email ID

6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

Addition of Related Person  Deletion of Related Person KYC Number of Related Person (if available\*)

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Name\* Prefix  First Name  Middle Name  Last Name

(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON\* (Please see instruction (H) at the end)

A- Passport Number  Passport Expiry Date --

B- Voter ID Card

C- PAN Card

D- Driving Licence  Driving Licence Expiry Date --

E- UID (Aadhaar)

F- NREGA Job Card

Z- Others (any document notified by the central government)  Identification Number

S- Simplified Measures Account - Document Type code  Identification Number

7. REMARKS (If any)

8. APPLICANT 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.

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : -- Place :

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received  Certified Copies

KYC VERIFICATION CARRIED OUT BY		INSTITUTION DETAILS	
Date	<input type="text"/> - <input type="text"/> - <input type="text"/>	Name	<input type="text"/>
Emp. Name	<input type="text"/>	Code	<input type="text"/>
Emp. Code	<input type="text"/>		
Emp. Designation	<input type="text"/>		
Emp. Branch	<input type="text"/>		
	[Employee Signature]		[Institution Stamp]

## INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

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

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

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

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

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

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/

Flat Maintenance bill/ Insurance Copy.

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

**D. Exemptions/clarifications to PAN**

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

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

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

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

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

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

**ANNEXURE – 3**  
**TRADING ACCOUNT RELATED DETAILS**  
**For Individuals & Non-Individuals**

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

Bank Name	Branch address	Bank account no.	Account Type	MICR Number	IFSC code
1.					
2.					

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

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

**C. TRADING PREFERENCES :**

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

Exchanges		
National Stock Exchange of India Ltd.	Cash	
	F&O	
	Currency Derivative	
Bombay Stock Exchange Ltd.	Cash	
	F&O	
MCX - SX	Currency Derivative	

# 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.

**D. PAST ACTIONS :**

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

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

If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name: ..... SEBI Registration number: .....  
 Registered office Name: ..... Ph: ..... Fax: ..... Website:.....

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

Name of stock broker: ..... Name of Sub-Broker, if any: .....

Client Code: ..... Exchange: .....

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

**F. ADDITIONAL DETAILS :**

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

**G. INTRODUCER DETAILS (optional)**

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

**H. NOMINATION DETAILS (for individuals only)**

I/We wish to nominate  I/We do not wish to nominate

Name of the Nominee: ..... Relationship with the Nominee: .....  
PAN of Nominee: ..... Date of Birth of Nominee: .....  
Address and phone no. of the Nominee: .....

**If Nominee is a minor, details of guardian:**

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

Signature of guardian .....

**WITNESSES (Only applicable in case the account holder has made nomination)**

Name ..... Name .....

Signature ..... Signature .....

Address ..... Address .....

**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.

Place .....

Date .....

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

**FOR OFFICE USE ONLY**

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

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

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

**Signature of the Authorised Signatory**

Date \_\_\_\_\_

**Seal/Stamp of the stock broker**

**INSTRUCTIONS/ CHECK LIST**

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

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

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

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

**ANNEXURE – 4**  
**RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS**  
**as prescribed by SEBI and Stock Exchanges**

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

**CLIENT INFORMATION**

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

**MARGINS**

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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

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

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

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order

number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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

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

rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

## **LAW AND JURISDICTION**

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

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

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

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

**ANNEXURE – 5**  
**RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

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

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

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

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

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

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

**1. BASIC RISKS:****1.1 Risk of Higher Volatility:**

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

**1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in

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

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

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

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

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

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

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

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

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

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

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

### **1.6 Risk of Rumors:**

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

### **1.7 System Risk:**

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

**1.7.1** During periods of volatility, on account of market participants continuously modifying their order quantity or prices

or placing fresh orders, there may be delays in order execution and its confirmations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

denomination of the contract to another currency.

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

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

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

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

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

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

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

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

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

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

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

## **4. GENERAL**

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

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

**ANNEXURE - 6**  
**GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS**

**BEFORE YOU BEGIN TO TRADE**

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

**TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization, 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 may maintain a 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 documents dealing with policies and procedures Pursuant to sebi's Circular MIRSD/SE/Cir-19/2009 dated December 3, 2009**

**Policies and Procedures forms integral part of the Member Constituent agreement**

**POLICIES & PROCEDURE**

**1. Refusal of orders for penny / illiquid stock**

Star Finvest Pvt. Ltd. (SFPL) hereinafter referred to as "STOCK BROKER" shall have the absolute discretion, from time to time, to refuse/partially refuse/accept orders in one or more securities due to various reasons including trading in penny stocks, market liquidity, value of security(ies), illiquid option, far month options, writing of options, market capitalization of the stock and such stock not in demat form, securities which are not in the permitted list of the Stock Broker / exchange(s) / SEBI and /or appear under illiquid securities declared by the exchange(s). It is also provided further that Stock Broker may ask for compulsory settlement / advance payment of expected settlement value / delivery of securities for settlement prior to acceptance / placement of order(s) as well. Losses, if any, on account of such refusal by the broker or due to delay caused by such limits, shall be borne exclusively by the client alone. The Stock Broker shall not be responsible for any financial or other implications due to such execution, delay in execution or non execution of any such orders.

The Stock Broker shall have the prerogative to place such restrictions, notwithstanding that the client has sufficient credit or margin available in his account.

The Stock Broker, may however, allow for acceptance of such orders, for certain securities on its own discretion, through its specific internal process, instead of allowing such orders through the standard process like online trading platform or its branches.

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

The Stock Broker, may from time to time, vary limits or impose new limits for the orders that the client can place through the Stock Broker's trading platforms. The Stock Broker would have the sole discretion on setting these limits based on its risk perception of the client, Margin received from the client, Market conditions and other factors, but not limited to, limits on account of exchange / SEBI directions/ limits (such as broker level / market level limits in security specific / volume specific exposures etc.). This would include exposure limits, turnover limits, limits as to the number, value and / or kind of securities in respect of which orders can be placed etc.). The client is aware that the Stock Broker may be unable to inform the client of such variation, reduction or imposition or the client's inability to route any order through the Stock Broker's trading system on account of any such variation, reduction or imposition of limits.

The Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the Stock Broker, or it may be subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by the Stock Broker / exchange / SEBI and any other reasons which the Stock Broker may deem appropriate in the circumstances. Losses, if any, incurred by the client on account of such refusal or delay, shall be borne exclusively by the client alone.

The Stock Broker shall have the prerogative to allow differential buy and sell limits for its clients depending upon credit worthiness, integrity and past conduct of each client.

**3. Applicable brokerage rate**

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

**a. For Case Market Segment:**

The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies.

**b. For Option contracts:**

Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on the options contracts shall not exceed 2.5% of the premium amount of Rs.100/- (per lot), whichever is higher.

Signatures★.....

**c. For Future contracts:**

Brokerage for future contracts shall be charged on the value at which the securities are bought or sold. It is hereby further clarified that brokerage on the futures contracts shall not exceed 2.5% of the Contract value exclusive of statutory levies. The slab rates of brokerage are function of the cost of the services being provided to the client and would be reviewed form time to time.

**4. Imposition of penalty / delayed penalty charges / other charges**

Any amount which are overdue from the client and or member of the client's family on account of any reason to the member broker or it's group/associates companies without prejudices to the other rights of the member broker the client will be charged with delayed payment charges at the rate of 18% per Annum or such rates as may be determined by the member broker. The client hereby authorizes the member broker to directly debit the same to the account of the client on daily product basis.

The client undertakes to indemnify the member broker for any penalty/charges/lines which might be levied by any regulatory authority i.e SEB I/ exchange for non adherences by the client with any rules / regulations / circulars / instructions etc. issued by such regulatory authority.

The client shall, at all time be liable to pay member broker all relevant charges, fees, levies, duties apart from brokerage exchange related charges , commissions, statutory charges such as service tax and other taxes and transaction expenses as may be agreed between the client and the member broker from time to time.

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

The broker shall have the right and the prerogative to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is either a delay or failure of the client to meet the pay-in obligations and / or there is delay / failure of the client to bring additional margins to cover the increase in risk in dynamic and volatile market conditions.

The client would be responsible for monitoring his / her / its position (dealing / trades and valuation of security(ies) on his / her / its own and provide the required / deficit margin / security(ies) forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the Stock Broker to the client and / or whether or not such communication is received by the client. The client is not entitled to trade without adequate margin and that it shall be client's own responsibility to ascertain beforehand the margin requirements for its orders / trades/ deals and to ensure that the required margin is made available to the Stock Broker in such form and manner as may be required by the Stock Broker.

The client shall ensure that funds / securities are made available in time and in designated form at designated bank(s) and depository account(s) of the Stock Broker, for meeting his / her / its pay-in obligation of funds and securities. The Stock Broker shall not be responsible for any claim / loss / damage arising out of non availability / short availability / delayed availability of funds / securities by the client in the designated account(s) of the Stock Broker for meeting the pay-in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay-in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay-in for any reason whatsoever including but not limited to any delay / shortages at the exchange or Stock Broker level / non release of margin by the Stock Broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square-off / closing outs etc., shall be solely to the accounts of the client and the Stock Broker shall not be responsible for the same in any form or manner whatsoever.

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In case the payment of the margin / security is made by the client through a bank instrument, the Stock Broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument & subsequent updation in records as per Stock Broker's process where the margin / security is made available by way of securities, it is upto the Stock Broker's discretion to decline its acceptance as margin & / or to accept it at such reduced value as the Stock Broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the Stock Broker may deem fit in its absolute discretion. In the event of client failing to maintain or provide the required margin / fund / security(ies) or to meet the funds / margins / securities pay-in obligations on immediate basis for the orders / trades / deals of the client and the Stock Broker shall have the right, without any further notice or communication to the client, to withhold payout of funds / securities, to liquidate security(ies), to disable trading facility to the client.

Losses, if any, on account of any one or more steps, as enumerated herein above, being taken by the Stock Broker, shall be borne exclusively by the client alone.

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

Stock Broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the Stock Broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his / her / its obligations first. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

**(a) Short Delivery to the Exchange for scrip at the broker level:**

In case of short delivery to exchange, the settlement happens as per the auction / close-out mechanism of Exchange and auction / close-out debit is passed to the defaulting clients who did not fulfill his selling obligation.

**(b) Short delivery of pay-out to clients who bought the scrip on that day (Client to Client shortage);**

The shares delivered short will be purchased on next day after the pay-in date i.e. on T+3 from Normal Market and the purchase consideration amount will be debited to the defaulting clients.

If the covering rate (internal shortage repurchase) is more than actual sell rate on T day, the difference amount will be borne by the defaulting client on sell side.

If the covering rate (internal shortage repurchase) is less than actual sell rate on T day, the difference amount will be debited to the defaulting client on sell side and credited in a separate account maintained with Star Finvest Private Limited.

Further if SFPL is unable to buy shares on T+3 day from normal market due to upper side freeze on the scrip or any other reason, the defaulting seller will be debited at the close-out rate and the corresponding buyer will be credited by equivalent amount. The close-out rate will be the highest between the trade date and (T+3) date or 20% above the official closing price on the (T+3) day, whichever is higher.

Further if the shares covered against client to client shortages is again received short from any client, the trade will be settled by the close-out debit to seller client and corresponding buyer for whom the shares were covered will be credited by equivalent amount. The close-out rate will be the highest rate between the repurchase date (T day) and auction date i.e. (Repurchase date +3) day or 20% above the official closing price on the auction day, whichever is higher.

If the shares repurchased against client to client shortages received short from Exchange, the settlement happens as per the auction / close-out mechanism of exchange.

**(c) Mechanism of choosing corresponding clients on the buy side:**

Corresponding clients on the buy side to scrip A are chosen on the basis of the descending quantity of shares bought by them i.e. first the client (say X) who has purchased highest quantity of scrip A will be picked up and if the shortage of shares is more than the quantity of shares bought by the client X, then the client who has

Signatures★.....

purchased the next highest quantity will be picked up so on and so forth. The shares bought on T+3 in case of Client shortage and shares / credit received from Exchange through auction process in case of broker level shortage are credited to the corresponding client on buy side of scrip A chosen through the aforesaid mechanism.

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

The Stock Broker may refuse to execute order of a client or may close the existing position of the client due to lack of margin / securities or the order being outside the limits set by Stock Broker / exchange / SEBI. Other reasons for not allowing further positions or closing out of existing positions could be as:

- a) Client has not met his pay-in obligations in cash by the scheduled date of pay-in for purchases done in CM segment.
- b) Non-payment or erosion of margins or other amounts, outstanding debts, etc.
- c) Client is dealing in illiquid scrips or contracts / penny stock.
- d) Cheque submitted by the client has bounced or clear funds not received with the Stock Broker for the cheque submitted by the client.
- e) If in the opinion of the Stock Broker, the client has committed a fraud, crime, or acted in contravention to the agreement.
- f) Non Payment of marked to Market loss in Cash.
- g) Open positions in a contract exceed or are close to market wide cut-off limits.
- h) Client's position is close to client-wise permissible open positions.
- i) Intraday orders after the cut-off time would not be allowed

“POLICY ON INACTIVE ACCOUNTS”

**8. Temporarily suspending or closing a client's account**

The Stock Broker can suspend / close the client account and also withhold the pay-outs of client if there is any judicial or / and regulatory order / action requiring suspension / closure of client's account. The Stock Broker can also suspend / close the client account if the Stock Broker observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account. The Stock Broker may also temporarily suspend / close the client account if there is no activity in the client account for a period, as deemed fit by the Stock Broker from time to time. The Client's account can also be put under temporary suspension / closure if the client has not cleared the uncovered debit in its account or if the client has not submitted Know Your Client (KYC) details sought by the Stock Broker to fulfill its own surveillance or exchange related requirements. In the event of information / reports reaching the Stock Broker of the client's death, the account can also be put under temporary suspension / closure.

The Stock Broker can also put the client's account under temporary suspension / closure if the client has failed to provide or update its communication details like correspondence address, Mobile Number, Landline numbers or E-mail ID.

The client may also request the Stock Broker to temporarily suspend / close his account, Stock Broker may do so subject to client accepting / adhering to conditions imposed by Stock Broker including but not limited to settlement of account and / or other obligation.

Temporarily suspending or closing a client's account at the Member's discretion " The Member Broker may suspend the account of the Client in following circumstances:

- A) Where the Client is inactive for the past 365 days with observation period being the month end.
- B) Based on recommendations made by the Branch Head due to any reason including but not limited to excessive speculations, uncleared balance etc.
- C) Physical Contract notes are received back undelivered due to reasons like "no such person" , "addressee left", refusal to accept mails, POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicion, after close out of open positions, selling/liquidation of client collaterals/securities/shares or square off due to any reason whatsoever.

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- D) Bounced emails on more than 3 instances until the client submits and registers new email id.
- E) Non delivery of periodic statement of accounts sent on periodic basis
- F) Non updation of communication details viz. Email id, mobile number, land line phone number or if it is found to be belonging to some third person.
- G) Client places a complaint either directly to the Member Broker or the exchange(s) relating to alleged unauthorised trades being executed in his/her/its account.

**9. De-registering a client**

The client has the option to De-register his account after settling his account with the Stock Broker. The client would be liable to pay all dues in his account before the De-registration.

The Stock Broker shall have the right to terminate the agreement with immediate effect in any of the following circumstances:

- a) The client account figures in the list of debarred entities published by SEBI.
- b) The actions of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.
- c) If there is any legal / regulatory proceeding against the client under any law in force.
- d) If there is reasonable apprehension that the Client is unable to pay its debts or the client has admitted its inability to pay its debts, as they become payable;
- e) If the Client is in breach of any term, condition or covenant of this Agreement;
- f) When the Stock Broker is informed or ascertains that the client has deceased / become insolvent / not able to act in the market due to lunacy / disability etc.
- g) The Stock Broker shall have the right to close out the existing positions, sell the collaterals to recover any dues with or without consent of the client before the de-registration of the client.
- h) Either party will be entitled to terminate the agreement without assigning any reason, after giving notice in writing of not less than 30 days to the other party.

Notwithstanding any such termination / deregistering , all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination / deregistering, shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs / executors / administrators / legal representatives / successors as the case may be.

**Client Acceptance & Acknowledgement**

I/We have fully read & understood the Policies and Procedures and do hereby acknowledge the same and give our unequivocal consent not to question the validity, enforceability and applicability of any provision / clauses of this document under any circumstances what so ever. I/We also understand & acknowledge that these policies and procedures are subject to amendment / change(s) as thought necessary by the broker from time to time. I/We understand that any such amendment(s) / change(s) to be effected shall be the sole prerogative of the Stock Broker. I/We are aware that these Policies and Procedures and/ or any subsequent amendment(s) made thereto are available on the Stock Broker website (<http://www.starinvest.in>) & I/We acknowledge to keep myself / ourself abreast of the same. I/we are also aware that the copy of such Policies and Procedures can also be availed on request being made to the centralized help desk (support@starinvest.in. 011-43070700 (30 Lines)). I/We acknowledge that I/We have fully read and understood the terms of the Member client Agreement, Agreement between the Broker and the client./do's and Don'ts document that are integral part & parcel of the account opening kit. I/We also acknowledge that we are aware that the copy of the aforesaid documents containing the terms are also available on the website of the Stock Broker and a duplicate copy of the same can be availed on a request being made to the centralized customer care helpdesk. I/We also acknowledge that the aforesaid policies and procedures along with amendment(s) made thereto shall be read along with the Member Client Agreement and the Agreement between the Stock Broker and Client. I/We also understand & acknowledge that these would be compulsorily referred to while deciding any difference / dispute between me/us and the Stock Broker before any court of law / judicial / arbitrator or any other adjudicating authority.

Signatures★.....

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## TARIFF SHEET

<b>TRADING PREFERENCE</b>	Stock Exchanges on which you wish to trade. (if the member registered for such segment)				
Stock Exchange (Segment) (Column No.1)	Name of the Stock Exchange & Segment (as per column No.1)*	Brokerage			Signature of the client.
		%	MIN		
NSE (CM)		On Delivery			
		On Square Up			
NSE (F&O)		Stock Future			
		Stock Option			
NSE (Currency Derivative)		Future			
		Option			
BSE (CM)		On Delivery			
		On Square Up			
BSE (F&O)		Stock Future			
		Stock Option			
MCX-SX (Currency Derivative)		Future			
		Option			

\*to be written by the client in his own handwriting - Yes or No.

Client Signatures:.....

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**STAR Finvest Pvt. Ltd.**  
(Wealth Creator)

<b>NON-MANDATORY DOCUMENTS</b>			
<b>Sr. No.</b>	<b>Name of the Document</b>	<b>Brief Significance of the Document</b>	<b>Page No.</b>
1.	Authorisation letter for Order Instruction	Client authorization for executing the client orders received over phone / in person.	1
2.	Consent for Maintenance of Running Account	Maintenance of running account	2-3
3.	Authorization of Debiting DP Charges	Authorization given to SFPL# to debit DP related charges from Clients Trading account with SFPL#	4
4.	Authorization Letter for Electronic Communication	Client consent letter for receiving the Contract Notes and other communication by E-mail.	5-6
5.	Undertaking ( F & O )	Terms and conditions for F & O and authority to keep the running credit balance & transfers etc .	7
6.	Authority Letter for Authorised Person	Authorization to Deal and carry out transaction etc.	8
7.	Declaration to be given by the Partnership Firm	To facilitate opening of Depository account for the Partnership Firm.	9
8.	Format of Board Resolution in case of Corporate	To facilitate opening of Account by a Corporate.	10
9.	Declaration to be given by Corporate.	To facilitate opening of Account by a Corporate.	11
10.	Mandatory Disclosures of Proprietary Trading by SFPL# Client Declaration of FEMA Client Declaration on PMLA Declaration	Disclosure by SFPL# to its Clients relating to its Proprietary Trades. FEMA Declaration by the Client. PMLA Declaration by the Client.	12
11.	FATCA	Foreign Account Tax Compliance Act	13-16

Note:

# SFPL means Star Finvest Private Limited

I/We have fully understood the purpose of various documents being signed by me and also the distinction between the mandatory document specified vide SEBI guidelines and non-mandatory documents have SFPL to provide additional service / facilities, do hereby declare that all documents have signed by me/us after these were duly filled-in and out of my/our free will and agree not to call into question the validity enforce ability and applicability of any of the Mandatory and Non-Mandatory documents or Voluntary / optional clauses within any of the Mandatory and Non-Mandatory documents under any circumstances whatsoever.

Signature.★.....

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**AUTHORISATION LETTER FOR ORDER INSTRUCTIONS**

Star Finvest Pvt. Ltd.  
311, Arunachal Building,  
19, Barakhamba Road, Connaught Place,  
New Delhi-110001.

**AUTHORITY LETTER FOR ORDER INSTRUCTIONS**

I/We have been / shall be dealing through you as my broker on the Capital Market and/or Futures & Options segments and/or Currency Derivate Segment.

I/We understand that you require written instructions for receiving / modifying / canceling orders. However, since it is not practical to give written instructions for order, I hereby authorize you to kindly accept my / my authorized representative's verbal instructions / orders in person or over phone and execute the same. I/We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders under the plea that same were not under mine/our instructions.

Please treat this authorization as written ratification or my/our verbal directions/authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my/our directions given above.

Thanking you,  
Yours faithfully,

Signature:.....

Client Name:.....

## CONSENT FOR MAINTENANCE OF RUNNING ACCOUNT

To,  
Star Finvest Pvt. Ltd.  
311, Arunachal Building,  
19, Barakhamba Road, Connaught Place,  
New Delhi-110001.

Dear Sirs,

### **Sub : Consent for Maintenance of Running Account**

Due to practical difficulties, I/We may not be in a position to settle my/our trades within the Exchange specified settlement schedule. Hence, I/We request you to offer the facility of maintaining a running account with you. In this connection, I/We understand and agree to the following:

1. You can retain the funds with you, received as pay-outs from the Exchanges on my/our behalf. The same can be used towards margins for my/our future transactions or outstanding positions, if any.
2. You can retain the securities with you, in your margin account received as pay-outs from the Exchanges on my/our behalf. The same can be used towards margins/collaterals for my/our future transactions or against outstanding positions, if any.
3. In case of any sale transactions done by me/us, you can automatically deliver the shares to the Exchange towards pay-in, out of my/our shares if any lying with you, on my/our behalf.
4. In case of any purchase transactions done by me/us, you can automatically make the funds pay-in to the Exchange, out of the credits lying in my/our account, on my behalf.
5. In case of any debit balance, in my/our account, you can square off my/our securities held with you by me/us, to the extent of my/our debit balance, without any notice to me/us.

### **Inter Segment And Inter Exchange Transfer**

6. You can transfer funds, / securities from my/our account in one segment against my obligations in another segment in the same Exchange or different Exchange.
7. You can transfer funds, / securities from my/our account in one segment against collaterals/margins for my/our trade in another segment in the same Exchange or different Exchanges. These funds can be done either by way of a journal entry (JV) or by way of physically exchanging cheques.
8. I/We am/are aware that the funds mean 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 of securities/currency derivative contracts. Similarly, I/We am/are aware that securities mean shares lying with you, on my/our behalf, or share that are to be received as payout from the Exchange(s).
9. In case I/We require funds of securities, I/We will inform you of the same in writing, after which you can make the payments/transfer the securities to me/us on my/our request.
10. I/We have already authorized you and your Subsidiary / Associate companies to transfer/pledge the shares held by you on my/our behalf to any Bank, NBFC, Exchange, Clearing Corporation, Clearing Member or any other Financier for obtaining finance, exposure limits and/or margin benefits. I/We understand and agree that in case where my/our securities have been transferred by SFPL to a Clearing Member or Clearing Corporation or Bank/NBFC/ Other Financiers it may take it three working days to transfer the securities thus requested.

11. I/We will not hold SFPL responsible for any loss / damage arising out of such transfer and or sale done by SFPL, on my/our behalf, pursuant to these instructions.

12. In case if I/We wish to withdraw this consent, I/We shall inform SFPL in writing and get it acknowledged by SFPL.

13. I/We opt for periodic settlement of funds and securities as mentioned below by transfer to my/our default Bank and default Demat account given in KYC document.

Nature of Disclosure	Please mention (Quarter or Month) below in your own hand writing	Signature of the Client
Periodic settlement of funds and securities once in a		

14. I/We authorise SFPL to retain securities/funds to meet margin obligations for the next five trading days calculated in the manner specified by the Exchanges.

15. I/We understand and agree that SFPL at its discretion may transfer the funds for periodic settlement by issuing a cheque or purchasing a Demand Draft in my/our favour and post the same at my/our address registered with SFPL as per my/our KYC or may transfer the same through ECS.

16. I/We undertake to transfer funds to SFPL's bank account and/ or securities to SFPL Beneficiary Pool account before undertaking any fresh trades and in case there is margin shortfall or any risk perceptions to SFPL due to market volatility, SFPL has the authority to liquidate collaterals available with it to my/our credit and also close out open positions to reduce the margin or pay-in liability.

17. I/We clearly understand that at the time of periodic settlement of securities / currency derivative contracts, SFPL has the prerogative of not providing me/us any exposure for fresh purchases or trading in derivatives until the time I/We transfer clear funds to SFPL's bank account and/or securities to SFPL's beneficiary pool account towards discharge of my/our pay-in or margin obligations.

18. I/We undertake the responsibility to register the accurate details of default bank account and Demat account with SFPL along with supporting documents as a proof thereof if there is any change in my default bank account or default Demat account, I shall register the same with SFPL by providing proof of new bank/Demat account and shall not hold SFPL responsible in case funds/ securities are not received by me/us due to any change in bank or Demat account.

19. I/We undertake and agree that in case of any discrepancy in my/our account or any other trades made in my/our account or any trade dispute or dispute relating to charges / fees debited to my/our account, I/We shall inform in writing to SFPL within seven working days from the date of receipt of funds/securities in my/our account or statement as part of periodic settlement.

**FORCE MAJEURE**

20. The SFPL shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as fire, flood, civil commotion, riots, earthquake, war, strikes, failure of the system, failure of internet links or government/ regulatory actions including without limitation, any Act of God, lockouts law and order problem, embargo, moratorium, unforeseen declaration of a public holiday, or any other cause beyond the reasonable control of the SFPL.

Thanking you,  
Yours faithfully,

**Client Signature** :.....

**Name of the Client** :.....

Date :.....

**AUTHORISATION FOR DEBITING D.P. CHARGES**

Date:

(OPTIONAL)

To,  
Star Finvest Pvt. Ltd.  
311, Arunachal Building,  
19, Barakhamba Road, Connaught Place,  
New Delhi-110001.

Dear Sir,

**Authorisation For Debiting D.P. Charges**

I/We hereby authorise to debit my / our trading account No..... held with you for all the charges relating to my/our demat account No.....

The Charges applicable towards the Transfer of Securities in the Trading settlement and Demat account are of the following nature:

- DP Annual maintenance charges
- DP Margin transfers
- DP transaction charges/Pledge/Re-pledge/Demat/Remat charges
- DP Inter segment/Exchange charges
- DP Inter settlement charges
- Courier charges
- DP Account Opening charges
- Other out of pocket and service related charges

Thanking you,  
Yours faithfully,

Name of the Client:..... Applicant Signature.....

**AUTHORISATION LETTER FOR ELECTRONIC COMMUNICATION**

Star Finvest Pvt. Ltd.  
(Wealth Creator)  
Corporate Office : 311, Arunachal Building,  
19, Barakhamba Road, Connaught Place, New Delhi-110001.  
Ph.:011-43070700 (30 Lines), 011-43070736 (Back Office)  
Web.:www.starinvest.in  
E-mail : star@starinvest.in  
SEBI Registration No. NSE Cash-INB231063935  
NSE F&O-INF231063935 BSE Cash-INB011063931  
BSE F&O-INF011063934 MCX-SX-CDS-INE261063931

Dear Sirs,

**Sub : Issuance of Digital Contract Notes and other Communication in Electronic Form**

I/We understand that, I/We have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/We hereby opt for receipt of contract notes in electronic form as well as all other communications including but not limited to account statement, holding statement, trade, order confirmations and any other notices also electronically.

I/We understand that digital contract notes is a specialized service offered by the member which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force. I/We also understand that I/We have a right to terminate this document. However in such an event this facility shall be liable to be terminated.

I/We understand that for the above purpose, you are required to take from the client " an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email accounts on your record for sending the contract notes and other communications to me/us.

1. \_\_\_\_\_ ★

2. \_\_\_\_\_ (Client Signature)

I. I/We confirm that I/We have myself/ourselves created the above mentioned Email Ids.

II. I/We shall access the contract notes/confirmations of the trades executed on my/our behalf on the trade date electronically. I/We understand that it is my/our responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to status of my/our account, positions, margins and maintenance calls, etc. All information contained therein shall be binding on me/us. If I/We do not object, either in writing or via electronic mails after any such documents are available to me/us.

III. Should I/We experience any difficulty in opening a document electronically delivered to me/us, you may on receipt of intimation from the me/us in that behalf, make the required delivery by any other electronic means (email, fax, electronic mail attachment, or in the form of any available download from the back-office website) or in paper based format. Failure by me/us to advise you of such difficulty within twenty four hours after delivery shall serve as an affirmation that I/We was/were able to receive and open the said document on the internet.

IV. I/We agree that in any change in the Email-ID specified above shall be communicated by me/us to you in writing.

V. I/We agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email servers, loss of connectivity, email in transit etc., I/We agree that the Log Reports of your dispatching software shall be a conclusive proof of dispatch of Contract Notes and any other electronic communication to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non-receipt / delayed receipt for any reason whatsoever.

VI. I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our e-mail id.

VII. I/We agree that as an alternative to the e-mail communication and/or in case of non-receipt of the digital contract note through e-mail I/We shall utilize the facility of accessing the website hosted by you to access the contract note.

VIII. I/We request you allocate a login and mail the password to me/us for accessing your website to download any contract notes and my statements.

IX. I/We shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password which secure my/our Email-ID. Unless I/We lodge a complaint with you as to my/our inability to access the system, it would be presumed that contract notes and all have been properly delivered.

Thanking you,  
Yours faithfully

Signature:.....

**UNDERTAKING (F&O & CURRENCY DERIVATIVES)**

This Undertaking is made on the .....day of.....by Mr.....  
R/o.....

(hereinafter referred to as "Undersigned" which expression shall unless repugnant to the context include its successors, assigns and legal representatives) admitted as client with "Star Finvest Pvt. Ltd." (hereinafter referred to as SFPL which expression shall unless repugnant to the context includes its successors, assigns and legal representatives) trading member of the "Future and Option" Segment and Currency Derivative Segment of the National Stock Exchange India Limited, BSE, F&O and Currency Derivative Segment of MCX-SX.

**WHEREAS**

- 1. The undersigned has entered in to a Member and Constituent Agreement SFPL for trading in Futures and options Segment and Currency Derivative Segment of the National Stock Exchange of India Ltd.
- 2. SFPL has provided trading facility in Future and Option Segment of and Currency Derivative Segment of NSEIL to the undersigned for trading in his own account.
- 3. SFPL has a pre-condition to the Undersigned being admitted as client requires the Undersigned to furnish the Undertaking in the manner and on the terms mentioned below:

Now therefore in consideration to the above the undersigned as client of SFPL for trading in Futures Option Segment and Currency Derivative Segment of NSEIL undertakes as under

- 1. That the undersigned shall adhere to the Bye Laws, Rules and Regulations of NSEIL.
- 2. That the undersigned shall comply with all such requirement existing and future with regard to and in connection with our/my admission as client.
- 3. That the undersigned shall maintain sufficient margin as per requirement of NSEIL or as stipulated by SFPL from time to time.
- 4. That the undersigned will act only as a client of SFPL.
- 5. The undersigned will not in any case deal in Future & Option Segment/Currency Derivative Segment on behalf of others.
- 6. The undersigned shall use the Exchange's infrastructure facilities and equipment only for the purpose for which they are permitted for use by SFPL.
- 7. The undersigned shall indemnify SFPL against any loss or damage including liabilities arising out of failure to comply with the clauses.

WITNESS

CONSTITUENT

**SIGNATURE\***

**SIGNATURE\***

**AUTHORISATION**

I/We..... (on behalf of .....) hereby, authorize Star Finvest Pvt. Ltd. to keep our balance with it and Star Finvest Pvt. Ltd. may transfer the amount in margin as per requirement and I will withdraw the amount of credit as per my convenience/ I ..... (on behalf of .....) will not make liable Star Finvest Pvt. Ltd. money retained by it with my consent.

\_\_\_\_\_  
Signature of constituent \*

VOLUNTARILY

**AUTHORITY LETTER FOR AUTHORISED PERSON**

Star Finvest Pvt. Ltd.  
(Wealth Creator)  
Corporate Office : 311, Arunachal Building,  
19, Barakhamba Road, Connaught Place, New Delhi-110001.  
Ph.:011-43070700 (30 Lines), 011-43070736 (Back Office)  
Web.:www.starinvest.in  
E-mail : star@starinvest.in  
SEBI Registration No. NSE Cash-INB231063935  
NSE F&O-INF231063935 BSE Cash-INB011063931  
BSE F&O-INF011063934 MCX-SX-CDS-INE261063931

AUTHORITY LETTER FOR AUTHORISED PERSON

I/We have been / shall be dealing through you as my broker on the Capital Market and/or Futures & Options Segments and Currency Derivative Segments. 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. Please treat these instructions as written rectification of my/our verbal directions/authorizations given and carried out by you earlier.

I/We authorise Mr./Ms..... to deal/ transact on my/our behalf and to place orders, give instructions, make & receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my/our behalf which I/We can do. And I/We the undersigned do hereby agree and declare and confirm that all the acts and things done by him/her or his/her substitutes shall be my/our acts, deeds and things validly done by me/us to all intents and purposes.

Please treat this authorization as written ratification of my/our verbal/authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence.

Thanking You  
Yours faithfully

Signature.....  
Client Name:.....

Name & Address details of my/our Authorised person are:

Name:.....  
PAN No..... (Attached Attested Photocopy)  
Address:.....  
Tel. No.....

Accepted  
(Authorised Representative)

(Signature Attested)

**DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM**

(To be obtained on Pre-Printed Letter Head of the Firm)

Star Finvest Pvt. Ltd.  
(Wealth Creator)  
Corporate Office : 311, Arunachal Building,  
19, Barakhamba Road, Connaught Place, New Delhi-110001.  
Ph.:011-43070700 (30 Lines), 011-43070736 (Back Office)  
Web.:www.starinvest.in  
E-mail : star@starinvest.in  
SEBI Registration No. NSE Cash-INB231063935  
NSE F&O-INF231063935 BSE Cash-INB011063931  
BSE F&O-INF011063934 MCX-SX-CDS-INE261063931

Date.....

Dear Sirs,

We refer to the trading account opened with you in the name of .....  
..... and declare and authorize you a under.

We recognized that a beneficiary account cannot be opened with a depository participant in the name of the proprietorship firm as per 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 joint account in the name of the partner of the firm.

We agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfers to/ from the above mentioned account. We recognized 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.

Signature\*..... Signature\*..... Signature\*.....

**Should be signed by all Partners of the Firm.**

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE**

(To be obtained on Pre-Printed Letter Head of the Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S..... LTD. AND HAVING ITS REGISTERED OFFICE AT ..... HELD ON ..... DAY ..... OF 20..... AT ..... A.M./P.M.

Resolved that the consent of the Board be and is hereby given that the company be registered as Constituent with Star Finvest Pvt. Ltd. Member of the National Stock Exchanged of India Ltd. (NSE) / Bombay Stock Exchange Limited (BSE) / MCX-SX etc. for the purpose of dealing on Capital Market Segment, Futures & Options segment, Currency Derivative segment or any other segment that may be introduced by NSE/SFPL in future and the said Trading Member be and is hereby authorized to honor instructions, oral or written, given on the behalf of the company by any of the under noted authorised signatories.

Sl. No.	Name	Designation
1.		
2.		
3.		

Who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through Star Finvest Pvt. Ltd. on behalf of the Company, RESOLVED FURTHER THAT Mr..... and/or Mr..... Director and/or Mr.....Authorised Signatory of the Company be and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary of expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, wherever necessary, in the presence of any Directors or of anyone director and Company Secretary, who shall sign in the token of the presence.

For ..... Ltd.  
Chairman / Company Secretary

(Signature to be verified by the Banker)

Specimen Signature of the Authorized Persons

Sl. No.	Name	Specimen Signatures
1.		
2.		
3.		

The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company.

**DECLARATION TO BE GIVEN BY CORPORATES**

(To be obtained on Pre-Printed Letter Head of the Firm)

Star Finvest Pvt. Ltd.  
(Wealth Creator)  
Corporate Office : 311, Arunachal Building,  
19, Barakhamba Road, Connaught Place, New Delhi-110001.  
Ph.:011-43070700 (30 Lines), 011-43070736 (Back Office)  
Web.:www.starinvest.in  
E-mail : star@starinvest.in  
SEBI Registration No. NSE Cash-INB231063935  
NSE F&O-INF231063935 BSE Cash-INB011063931  
BSE F&O-INF011063934 MCX-SX-CDS-INE261063931

Date.....

Dear Sir,

We hereby certify that the following resolution of the Board of Directors of .....  
Limited was duly passed at the Board meeting held on dated ..... that

- 1. The company is empowered to deal in equities, derivatives, currency derivative, debentures, debt products and agrees to the terms of the member as per Member Constituent Agreement.
- 2. The Member is hereby authorized to act on the oral or written instruction of anyone or more of the following persons, He/They is are authorized to operated the account and to deal in equities, derivatives, debentures, debt products and to sell, purchase, transfer, enforce, negotiated documents and/or otherwise deal through Star Finvest Pvt. Ltd. on behalf of the company. He/They is/are also authorized to sign, execute and submit such applications, undertakings agreements and other requisite documents, writings and deeds as may be deemed necessary or expendent to open account and give effect to this purpose.

Signatures(s)	Name(s)
.....	.....
.....	.....
.....	.....

Signature(s) of the Chairman / Director .....  
AND

Signature(s) of the Company Secretary .....  
(Please attach a certificate true copy of the resolutions.)

**MANDATORY DISCLOSURE OF PROPRIETARY TRADING BY  
STAR FINVEST PRIVATE LIMITED (SFPL)**

Dear Client,

This is with Reference to SEBI circular No. SEBI/MRD/SEC/Cir-42/2003 dated 19th November, 2003 for disclosure of Proprietary Trading by broker to client. We clarify that we are trading in proprietary trade. We also clarify that we are trading in Pro Account.

Sd/-  
Mr. S.K. Gupta  
Director  
Star Finvest Pvt. Ltd.

I have noted the above

\* \_\_\_\_\_  
Client Signature

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

**FEMA DECLARATION**

To  
M/s. Star Finvest Pvt. Ltd.  
311, Arunachal Building,  
19, Barakhamba Road, Connaught Place,  
New Delhi-110001

I/We \_\_\_\_\_ hereby undertake that whenever I/We purchase / sell any securities through my/our depository account, I/We shall report such transactions on a daily basis on my / our respective branch / authorized Dealer. I/We also hereby declare that I/We have Complied and Shall continue to comply with all the FEMA regulations from time to time.

\_\_\_\_\_  
(First Holder)

\_\_\_\_\_  
(Second Holder)

\_\_\_\_\_  
(Third Holder)

**PMLA DECLARATION**

I \_\_\_\_\_ having the trading code no. \_\_\_\_\_ with SFPL confirm and declare that I had read and understood the contents and the provisions of the PMLA Act, 2002 and it was also explained by SFPL official. I further declare that I shall adhere to the rules and regulations and requirements mentioned in the PMLA Act, 2002.

\_\_\_\_\_  
Client Signature



**FATCA & CRS TERMS AND CONDITIONS - FOR INDIVIDUAL**

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income tax Rules, 1962, which require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our unit holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the folio(s) or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Please note that you may receive more than one request for information if you have multiple relationships with us or our group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

In case investor has the following Indicia pertaining to a foreign country and yet declares self to be non - tax resident in the respective country, investor to provide relevant Curing Documents as mentioned below:

<b>FATCA/ CRS Indicia observed (ticked)</b>	<b>Documentation required for Cure of FATCA/ CRS indicia</b>
U.S. place of birth	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes;</li> <li>2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below); AND</li> <li>3. Any one of the following documents:               <ol style="list-style-type: none"> <li>a. Certified copy of "Certificate of Loss of Nationality or</li> <li>b. Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or</li> </ol>               Reason the customer did not obtain U.S. citizenship at birth             </li> </ol>
Residence/ mailing address in a country other than India.	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Telephone number in a country other than India	<p><b>If no Indian telephone number is provided</b></p> <ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol> <p>If Indian telephone number is provided along with a foreign country telephone number</p> <ol style="list-style-type: none"> <li>1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; OR</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Standing instructions to transfer funds to an account maintained in a country other than India (other than depository accounts)	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>

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

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

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



Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN#			
Address	ZIP <input type="text"/> State _____ Country _____	ZIP <input type="text"/> State _____ Country _____	ZIP <input type="text"/> State _____ Country _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%)			
# To include US, where controlling person is a US citizen or green card holder # If UBO is KYC complaint, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable. # In case Tax Identification Number is not available, kindly provide functional equivalent. # Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary.			
<b>DECLARATION</b>			
I have read and understood the information requirements and the Terms & Conditions mention in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true correct and complete. I hereby agree and confirm to inform Star Finvest Pvt. Ltd. for any modification to this information promptly. I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).			
<b>Name</b>			
<b>Designation</b>			
Sign here : (I)	<input type="text"/>	Date <input type="text"/>	Place <input type="text"/>
For Investor convenience, SFPL is collecting this mandatory information for updating across all Group Companies of SFPL whether you are already an investor or would become an investor in future. Please submit the form duly filled, signed, for all the holders, separately and submit at your nearest SFPL branch or you can dispatch the hard copy to :- <b>Star Finvest Pvt. Ltd.</b> <b>311 - 314, Arunachal Building, 19, Barakhamba Road, New Delhi - 110001</b> <b>Phone No. :- 011-43070707 (30 Lines).</b>			
For Detail Terms & Conditions please visit <a href="http://www.starinvest.in">www.starinvest.in</a>			

# **Client Registration Form**

**MCX/NCDEX**

# STAR FINVEST PRIVATE LIMITED

## CLIENT REGISTRATION FORM

Client Code: .....

Date of Commencement of operation: .....

**INDIVIDUAL/NON-INDIVIDUAL**

**MCX/NCDEX**

<b>MEMBER:</b>	<b>MULTI COMMODITY EXCHANGE OF INDIA LIMITED (MCX)</b>
<b>MEMBERSHIP NO.:</b>	<b>12665</b>
<b>MEMBER:</b>	<b>NATIONAL COMMODITY AND DERIVATIVES EXCHANGE LIMITED (NCDEX)</b>
<b>MEMBERSHIP NO.:</b>	<b>01248</b>
<b>SEBI REGISTRATION NO.:</b>	<b>INZ00160735</b>

<b>REGISTERED OFFICE:</b>	<b>House No. 410, Sector -31, Gurugram-122001 (Haryana)</b>
<b>CORPORATE OFFICE:</b>	<b>311-314, ARUNACHAL BUILDING, 19, BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI-110001</b>
<b>PHONE:</b>	<b>011-43070741, FAX: 011-23351305</b>
<b>EMAIL ID:</b>	<b>commodity@ starinvest.in</b>
<b>WEBSITE:</b>	<b>WWW.STARFINVEST.IN</b>

# TARRIF SHEET

## STAR FINVEST PRIVATE LIMITED

MCX Membership No. 12665  
SEBI Registration No. INZ000160735  
NCDEX Membership No 01248  
SEBI Registration No. INZ000160735

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### Brokerage Structure: MCX / NCDEX

Normal  
(In %)

Minimum  
(In Paisa)

#### Delivery

#### Jobbing

#### NOTES:

- (1) THE GST, TRANSACTION CHARGES, STAMP DUTY & OTHER CHARGES SHALL BE CHARGED EXTRA AND ARE SUBJECT TO CHANGES FROM TIME TO TIME/
- (2) SALES TAX NO. IS REQUIRED FOR DELIVERY.
- (3) BROKERAGES ARE SUBJECT TO REVISION AT MEMBER SOLE DISCRETION AND SHALL BE INFORMED GIVING 30 DAYS ADVANCE NOTICE SENT THROUGH ORDINARY POST/COURIER ETC.

Signature of Client : \_\_\_\_\_

Remarks if any \_\_\_\_\_

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

\_\_\_\_\_

Address : \_\_\_\_\_

Brokerage Slab approved by

Signature : \_\_\_\_\_

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

For Star Finvest Pvt. Ltd.

## ***STAR FINVEST PVT. LTD.***

### **MANDATORY DOCUMENTS DEALING WITH POLICIES AND PROCEDURES PURSUANT TO SEBI CIRCULAR DATED 03-12-2009**

#### **1. Setting up Client's exposure limits**

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

The client further agrees that the Stock Broker may at orders or trade in Commodities through the Stock Broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of limits set by Stock Broker/ exchange / SEBI and any other reasons which the Stock Broker may deem appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or delay caused by such review, shall be borne exclusively by the client alone.

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

security required to be deposited / made available from time to time. The margin/security deposited by the client with the Stock broker is not eligible for any interest.

## **2. Applicable brokeragerate**

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

a) Future contract

Brokerage for future contracts shall be charged on the value at which the securities are bought or sold. It is hereby further clarified that brokerage on the future contracts shall not exceed 2 % of the contract value exclusive of statutory levies in case of Delivery transactions and 1 % of the contract value exclusive of statutory levies in case of non delivery transactions. If there is any upward revision of brokerage, the same will be informed to the client with 15 days prior notice.

b) Option Contract

Maximum 2.50% of Premium amount or Rs. 250/- per lot whichever is higher

## **3. Imposition of penalty/ delayed payment charges/ other charges**

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

The client agrees that the Stock Broker may impose fines/ penalties for any orders/trades/deals/actions of the client which are contrary to this agreement/Rules/Regulation/Bye laws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the Stock Broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the order/trades/deals/actions of the client the same shall be borne by the client.

The client agrees to pay to the Stock Broker brokerage, commission, fees, all taxes, duties, levies, imposed by any authority including but not limited to the Commodity exchanges (including any amount due on account of reassessment/backlogs etc.), transaction expenses, incidental expenses such as postage, . courier etc. as they apply from time to time to the client's account/transaction/services that the client avails from the Stock Broker.

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

The Stock Broker shall have the right and prerogative to sell client's securities, both unpaid securities and collaterals deposited towards margin, or close out client's open positions without giving notice to the client where there is either a delay or failure of the client to meet the pay-in obligations and/or there is delay/failure of the client to bring additional margins to cover the increase in risk in dynamics and volatile market conditions.

The Stock Broker maintains centralized banking handling processes and relating banking and depository accounts at designated place. The client shall ensure timely availability of funds in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds. The Stock Broker shall not be responsible for any claim/loss/damage arising out of non availability of funds by the client in the designated account (s) of the Stock Broker for meeting the pay in obligation of either funds .

If the client give orders/trades in the anticipation of the required commodities being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of funds for pay in for any reason whatsoever including but not limited to any delays/shortages at the exchange or Stock Broker level/ non release of margin by the Stock Broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square off/ closing outs etc. , shall be solely to the account of the client and the client agrees not to hold the Stock Broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin/security is made by the client through a bank instrument, the Stock Broker shall be a liberty to give the benefit /credit for the same only on the realization of the funds from the said bank instruments etc. at the absolute discretion of the Stock Broker where the margin / security is made available by way of commodities or any other property, the Stock Broker is empowered to decline its acceptance as margin / security & /or to accept it at such reduced value as the Stock Broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the Stock Broker may deem fit in its absolute discretion.

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

not taken any steps either to replenish the margin or reduce the Mark to Market loss.

The Stock Broker will have the sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (ie. short /long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs, in addition to this, the client will have to pay penalties and charges levied by the exchange in actual and losses.

If any without prejudice to the foregoing, the client shall also be solely liable for all any penalties and charges levied by the exchange(s).

The Stock Broker is entitled to prescribe the date and time by which the margin / security is to be made available and the Stock Broker may refuse to accept any payments in any form after such deadline for margin / security expires. Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins pay in obligations for the orders/trades/deals of the client within the prescribed time and form, the Stock Broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds .
- ii. To withhold /disable the trading/dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the Stock Broker may deem fit in its absolute discretion. It is agreed and understood by the client that commodities here includes commodities which are pending delivery /receipt.
- iv. To liquidate/ square off partially or fully the position of sales & / or purchase in any one or more commodities contracts in such manner and at such rate which the Stock Broker may decide in its absolute discretion.
- v. To take any other steps which in the given circumstances, the Stock Broker may deem fit. The client agrees that the loss(es) if any, on account of any one or more steps as enumerated herein above being taken by the Stock Broker, shall be borne exclusively by the client alone and agrees not to question the responsibilities, requirements, timing, manner, form, pricing etc., which are chosen by the Stock Broker.

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

Stock Broker shall not be obliged to deliver any commodities or pay any money to the client unless and until the same has been received by the Stock Broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

In case of short delivery to exchange, the settlement happens as per the auction/close-out mechanism of Exchange and auction/close-out debit is passed to the defaulting clients who did not fulfill his selling obligations.

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

The Stock Broker may refuse to execute order of a client or may close the existing position of the client due to lack of margin/securities or the order being outside the limits set by Broker/Exchange/SEBI. Other reasons for not allowing further positions or closing out of existing positions could be as :

- a) Client has not met his pay-in obligations
- b) Non payment or eroding of margins or other amounts, outstanding debts etc.
- c) Cheques submitted by the client has bounced or clear funds not received with stock broker for the cheque submitted by the client.
- d) If in the opinion of the broker, the client has committed a fraud, crime or acted in contravention to the agreement.
- e) Non payment of Mark to market loss
- f) Open position in a commodity contract exceeds or are close to market wide cut-off limits.
- g) Client's position is close to client-wise permissible open positions

## **7. Temporarily suspending at the client's request**

i. If the client requests the Stock Broker to temporarily suspend his account, the Stock Broker may do so subject to client accepting/adhering to conditions imposed by Stock Broker including but not limited to settlement of account and / or other obligation.

ii. The Stock Broker can with hold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order/ action requiring client suspension.

## 8. De-registering a client

The client has the option to De-register his account after settling his account with the broker. The client would be liable to pay all the dues in his account before the de-registration. Notwithstanding anything to the contrary stated in the agreement, the Stock Broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- a) The client account figures in the list of debarred entities published by SEBI
- b) If the action of the Client are prima facie illegal/improper or such as to manipulate the price of any commodities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.
- c) If there is any commencement of a legal process against the Client under any law in force;
- d) On the death/lunacy or other disability of the client;
- e) If a receiver, administrator or liquidator has been appointed or allowed to be appointed or allowed to be appointed of all or any part of the undertaking of the client;
- f) If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- g) If the Client being a partnership firm, if any steps have been taken by the Client and /or its partners for dissolution of the partnership;
- h) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- i) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- j) If there is reasonable apprehension that the Client is unable to pay its debts or has admitted its inability to pay its debts, as they become payable (X) If the Client suffers any adverse material change in his /her/its financial position or defaults in any other agreement with the Commodity broker.
- k) If the Client is in breach of any term, conditions or covenant of this Agreement.
- l) Either party will be entitled to terminate the agreement without assigning any reason, after giving notice in writing not less than 30 days to the other party.

Notwithstanding any such termination/deregistering, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination/deregistering shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs/executors/administrators/legal representatives/successors as the case may be.

### Treatment of Inactive Client Accounts:

Client account will be considered as inactive if the Client does not trade for a period of twelve months. The working shall be done at the beginning of every month and those clients who have not executed any transactions in the preceding 12 months shall be treated as inactive. The client has to make written request or E mail from his designated Email Id for reactivation of his/her/its account. The process for reactivation shall be afresh, all sets of documents shall be taken as a proof of identification and financial status.

## **Client Acceptance & Acknowledgement**

I/We have full read and understood the policies and procedures and do hereby acknowledge the same and give our unequivocal consent not to question the validity, enforceability and applicability of any provisions/clauses of this document under any circumstances what so ever. I/we also understand and acknowledge that these policies and procedures are subject to amendment/changes as thought necessary by the broker from time to time. I/we understand that any such amendment(s) changes (s) to be effected shall be the sole prerogative of the broker. I/we understand that these policies and procedures and/or any subsequent amendment(s) made thereto are available on the Broker's website ([http:// www.starinvest .in](http://www.starinvest.in)) & I/we acknowledge to keep my/our self abreast of the same.

**Signature of Client :**

**Client Name:** .....

**Client code :** .....

M/s Star Finvest Pvt. Ltd.
Member: MCX and NCDEX
311-314, Arunachal Building,
19, Barakhamba Road,
Connaught Place,
New Delhi -110001

SUB: STANDING INSTRUCTIONS

Dear Sirs,

I/We have been / shall be dealing through you as my broker on Commodity Exchanges such as MCX/NCDEX. As my broker i.e. agent I/We direct and authorize you to carry out trading/ dealings on my/our behalf as per instructions given below: -

- 1. Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the trading terminal.
2. I/We understand that you require written instructions for receiving/ modifying/ canceling orders. However, since it is not practical to give written instructions for order, I/We hereby authorize you to kindly accept my /our or my/our authorized representative's verbal instructions / orders in person or over phone and execute the same. I/We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders under the plea that same were not undermine/our instructions.
3. I am / we are aware that you are required to issue payment due tome/us as per the payout from the exchange. In order to facilitate operations, I/we hereby authorize you to maintain running account with you. I/We explicitly authorized you to retain my/our credit balance lying with you and adjust the same against my/our margin and or my/our future transactions with you. I/We will give instructions as an when funds are required to be paid by you to me/us.

I/We also specifically understand and agree that:

- (a) This is only a voluntary authorization that may be revoked by me/us at anytime.
(b) This authorization shall remain in force until and unless the same is revoked by me/us.
(c) This authorization is signed by me/us only and not by my/our authorized person/POA holder.
(d) For my/our outstanding obligation/ balance on the settlement date, you may retain the requisite securities/ funds towards such obligations and may also retain the funds expected to be required to meet margin or other obligations in compliance with applicable circulars, guideline, rules, regulations, byelaws etc. of the Exchange and/or SEBI and as may be calculated in the manner specified by the exchanges.
(e) I/ we request you to settle my/our account once in 90 Days/30 Days (Please mention.....)
(f) Any dispute from my/our end, arising from statement of account or settlement, shall be brought to your notice in writing by me/us within 7 days of receipt of statement of account as the case may be.
(g) Periodic settlement of running account may not be necessary for funds received towards collaterals / margin in form of Bank Guarantee, Fixed Deposit etc.
4. I/We hereby request you to treat the agreement between us whether in Multi Commodity Exchange of India Ltd. or National Commodity and Derivatives Exchange Ltd. as co-extensive and therefore I/we hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the Securities / Commodities place as margin and/or any surplus funds in any of my account(s) maintained with you i.e. either in Multi Commodity Exchange of India Ltd. or National Commodity and Derivatives Exchange Ltd. against the outstanding dues payable if any, by me/us in any of my/our account(s) maintained with STAR FINVEST PVT. LTD. or vice versa, notwithstanding anything contrary contained in the agreement between us. STAR FINVEST PVT. LTD. shall have right of lien on the credit balance in any of my/our account. Any entries passed by you in accordance with this authorization shall be binding one/us.
5. In case of default in daily margin or failure to fulfill in time any additional margin requirements stipulated by you or if any outstanding debt occurs in my/ our account, I /Whereby irrevocably authorize you to close out /liquidate whole or any part of my / our position or substitute commodities without prejudice to yours right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation/ closing outlet. Shall be charged to and borne by me / us.

Please treat this authorization as written ratification of my / our verbal directions/ authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my/ our directions given above.

Thanking you,

Yours faithfully,

Signature of Client.....

Client Name.....

Client Code.....

Date:.....

**AUTHORIZATION LETTER**

**VOLUNTARY**

M/s Star Finvest Private Ltd.  
Member: MCX and NCDEX  
311-314, Arunachal Building,  
19, Barakhamba Road,  
Connaught Place,  
New Delhi -110001



**Sub: Authority Letter**

Dear Sirs,

I/We am/are the holder of a trading account bearing client code..... (Here in after referred to as the "Account") opened and maintained with you and wish to appoint/ nominate..... (Here in after referred to as the "Representative"), having signature of....., D.O.B.....\* presently residing at ..... to perform all or any of the following acts, deeds and things for and on my/our behalf and in my/our interest:

1. To operate the Account on my/our behalf.
2. To issue necessary instructions to you, for purchase, sale or transfer of Commodities from or to the Account as per Representative own judgment and to sign necessary documents. Wherever required effectuating such instructions of purchase, sale or transfer of Commodities from or to the Account.
3. To make or cause to make payments to **STAR FINVEST PVT. LTD.** whenever necessary and in accordance with my/our obligations in accordance with the terms and conditions of various agreements executed between me/us and **STAR FINVEST PVT. LTD.**
4. To duly honor all my/our contractual obligations under various agreements executed between me/us and **STAR FINVEST PVT. LTD.** including but not limited to the **RIGHTS AND OBLIGATIONS OF STAR FINVEST PVT. LTD.** and me/us as prescribed by **SEBI** and Commodity Exchanges and/or any other undertaking, commitment issued by me/us in favour of **STAR FINVEST PVT. LTD.**
5. To accept contract notes and other documents from **STAR FINVEST PVT. LTD.** on my/our behalf and report any discrepancy therein to **STAR FINVEST PVT. LTD.** within the prescribed time frame.
6. To receive & accept necessary telephonic calls pertaining to margin &/or trade confirmation from **STAR FINVEST PVT. LTD.** at ..... telephone/mobile no. & undertake to update this contact detail in writing with **STAR FINVEST PVT. LTD.** in the event of any such change taking place at any time in future.
7. To sincerely abide by the Statutes, Rules, Regulations and Guidelines prescribed for the purpose and in relation to the operation of the Account.
  - a. I/We hereby agree and undertake that all such acts, deeds and things done by the Representative shall be deemed to be binding upon me /us as the same has been done by me/us only and I/we shall hereby ratify all and such acts, deeds or things done by Representative in any manner whatsoever in discharge of the duties conferred upon him/her under the present instrument.
  - b. I/We hereby agree and undertake to indemnify and keep **STAR FINVEST PVT. LTD.** including its directors, officers and employees indemnified against any loss, claims, liabilities, obligations, damages deficiencies, actions, suits, or proceedings aroused/ accrued or caused to the **STAR FINVEST PVT. LTD.** for any wrong act, deed or thing done by the Representative in any manner whatsoever in exercise of the powers conferred upon him.

Signature of client: \_\_\_\_\_

**VOLUNTARY**

- c. I/We further undertake and agree not to challenge any act, deed or things done by said Representative in any manner
- d. I/We hereby agree and acknowledge that this letter of Authority shall be effective and operational until **STARFINVEST PRIVATE LTD.** received and acknowledged revocation letter at its registered office.

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

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

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

**Signature of Client:** \_\_\_\_\_

**Note: (Documents Required)**

Self Attested Copy of PAN No. of Authorized Person

Self Attested Copy of Address Proof of Authorized Person

Self Attested Copy of Identity Proof of Authorized Person

Affix a passport size photo of Authorize Person on appropriate place with his/her across signature.

DECLARATION BY THE CLIENT TO ABIDE THE NET OPEN INTEREST POSITION AS PERMISSIBLE **IN ANY** COMMODITY

To,

M/s Star Finvest Pvt. Ltd.  
Member: MCX and NCDEX  
311-314, Arunachal Building,  
19, Barakhamba Road,  
Connaught Place,  
New Delhi -110001

Dear Sirs,

**Subject: My/Our request for trading in commodity forward contracts! commodity derivatives on NCDEX/MCX as your client**

I/We, the undersigned, have taken cognizance of circular no. NCDEXfrRADING-114/2006/247 dated September 28, 2006 issued by the National Commodity & Derivatives Exchange Limited (NCDEX) and Circular No. MCX/338/2006 dated August 21, 2006 issued by Multi Commodity Exchange of India Limited (MCX) on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by NCDEX/MCX or Forward Markets Commission and such position limits will be calculated in accordance with the contents of above stated circular of NCDEX/MCX as modified from time to time.

I/We undertake to inform you and keep you informed if I/any of our partners/directors/ karta / trustee or any of the partnership firms/companies/HUFs/ Trusts in which I or any of above such person is a partner/director/ karta /trustee, takes or holds any position in any commodity forward contract/commodity derivative on NCDEX/MCX through you or through any other member(s) of all Commodity Exchanges, to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX/MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on NCDEX/MCX only on the basis of our above assurances and undertaking.

Yours faithfully,

Signature of Client.....

Client Name: .....

Client Code: .....

Date: .....

Consent form for receiving trade alerts through SMS and /or E-mail (MCX)

To,  
STAR FINVEST PVT. LTD.  
Member ID-12665  
311-314, Arunachal  
Building, 19, Barakhamba  
Road, Connaught Place,  
New Delhi-110001

Dear Sir,

I/We, \_\_\_\_\_, a Client with Star Finvest Pvt. Ltd., Member

ID: 12665 of MCX, undertake as follows:

1. I/We are aware that Multi Commodity Exchange (MCX) provides the details of the trade executed on its trading platform to the concerned clients/constituents through SMS and E-mail alerts.
2. I/We are aware that the Exchange has to provide the trade details through SMS/E-mail alerts for my convenience at my request only.
3. I/We hereby confirm that I/We wish to receive the trade alerts through:

a. SMS:

b. E-mail:

c. SMS and E-mail:

4. The alerts should be sent on

a. Mobile Number:

b. Email Address: \_\_\_\_\_

I/We hereby agree to the terms and conditions specified by the Exchange vide circular no. MCX/T&S/165/2012 dated April 26, 2012 and circulars/ clarifications issued by the Exchange from time to time in this regard. We are also aware that this is an additional facility provided by the Exchange and we shall not solely rely or use such data for any purpose and, Exchange shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

Client Name: .....

Signature : .....

Unique Client Code: .....

PAN: .....

Form for registration and verification of mobile number and email address (NCDEX)

Date: .....

To,

The Compliance Officer  
Star Finvest Pvt. Ltd.  
TMID : 01248  
311, Arunachal Building ,  
19, Barakhamba Road,  
Connaught Place,  
New Delhi- 110001

I/We am/are aware that National Commodity & Derivatives Exchange Ltd (NCDEX) provide SMS/email alerts to the constituents (clients) of its member for trades executed on its platform . I/We hereby provide and confirm my/our mobile number and/or email address as stated below for the purpose of receipt of SMS/email alerts.

- I want to receive transaction alerts in SMS as well as Email from NCDEX
- I want to receive transaction alerts only in SMS from NCDEX
- I want to receive transaction alerts only in Email from NCDEX
- I do not want to receive any transaction alerts from NCDEX, specify reason

The alerts should be sent on :

Mobilenumbar (enter 10 digit mobile no.): 

--	--	--	--	--	--	--	--	--	--

E-mail Id .....

I/We agree to the terms and conditions specified by the Exchange in its circular no. NCDEX/COMPLIANCE-007/2012/093 dated March 19, 2012 as modified from time to time. I/We am/are aware that the receipt of SMS/E-mail alerts on the above mobile number and/or email address can be stopped only on our/my written request.

NameoftheCirent: .....

Signature :. - .....

Client Id: ■.....■.....

DECLARATION BY KARTA & ALL THE COPARCENERS

VOLUNTARY

To,
Star Finvest Pvt. Ltd.
311-314, Arunachal
Building, 19,
Barakhamba Road,
Connaught Place,
New Delhi-110001

- 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 Commodities Trading Account with Star Finvest 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./Mrs. .... is the present Karta of the said joint family.
2. We confirm that affairs of HUF firm are carried on mainly by the Karta Mr./Mrs..... on behalf and in the interest and for the benefits Of all the co-parceners . We hereby authorize the Karta on behalf of the HUF to deal with the member and the said trading member is hereby authorized to honor all instructions oral or written, given by him on behalf of the HUF. He is authorized to sell, purchase, transfer. endorse, negotiate documents and/or otherwise deal through the member on behalf of the HUF.
He is also authorize to sign execute and submit such applications, undertakings, agreements and other 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 HUF 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 the minor co-parceners, if any.
3. We undertake to advise the member in writing of any change that may occur in the Karta ship or in the constitution of the said joint family or of the said HUF firm and until receipt of such notice by the member who shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however continue to be liable jointly and severally to the member for all dues obligations of the said HUF firm in the Member's book on the date of the receipt of such notice by the member a t 1 d until all such dues and obligations shall have been liquidated and discharged.
4. . The names and dates of the birth of all the present minor & major co-parceners of the said joint family are given below We also undertake to inform you in writing as and when each of the said members attains the majority and is authorized to act on behalf of. and bind the said HUF firm.

List of Family Members

Table with 7 columns: S.No., Name of the Co parceners (Including Minor also), Relationship with Karta, PAN No., Address (if other than Karta's address), Date of Birth, Signature. Rows 1-6.

Note: In case of adult family member, provide copy of PAN Card and any other ID proof (DU Voter ID, Passport). In case of Minor Family Member, provide copy of age certificate (Birth Certificate/School Leaving Certificate).

Name of the HUF: \_\_\_\_\_

Signature of Karta with Rubber Stamp: — \_\_\_\_\_

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

**FOR TRADING IN COMMODITY OPTION  
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES/ TRUSTS**

(To be obtained on Pre- printed letter head of Company)  
(This Letter is to be obtained only if the client is a body corporate)

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS/  
TRUSTEES/ OF.....  
LTD./TRUST AND HAVING ITS REGISTERED OFFICE AT.....  
HELD ON.....DAY OF.....20.....AT.....AM/PM.**

Resolved that the company/Trust be registered as CLIENT with STAR FINVEST PVT. LTD., member of The NCDEX/MCX for the purpose of dealing on commodities market segment (Future and Options) or any other segment that may be introduced by NCDEX/MCX in future and said Member be and is hereby authorized to honor instruction oral or written, given on behalf of the Company/ Trust by any of the under noted authorized signatories:

S. No.	Name	Designation
1.		
2.		
3.		

Who are authorized to sell, purchase, transfer, endorse, negotiate and/or otherwise through STAR FINVEST PRIVATE LTD. on the behalf of the Company/ Trust.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and/ or Mr. \_\_\_\_\_  
\_\_\_\_\_ Directors/ Trustees of the Company/ Trust be and are hereby deemed necessary or expedient to give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, whenever necessary, in the presence of all Directors or of any one Director and Company Secretary, who shall sign the same in token of their presence.

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

Chairman/Company Secretary/ All Trustees

S. No.	Name of Authorized Persons	Specimen Signature of Authorized Persons
1.		
2.		
3.		

**(The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company/ Trust).**

**Electronic Contract Note [ECN] -DECLARATION  
(VOLUNTARY)**

To,  
STAR FINVEST PRIVATE LIMITED  
311-314, Arunachal , 19, Barakhamba  
Road, Connaught Place, New Delhi-110001

Dear Sir,

I/We, \_\_\_\_\_ a client with  
Member M/s Star Finvest Private Limited of MCX / NCDEX Exchanges undertake as follows:

I/We am/are aware that the Member has to provide physical contract note in respect of all the trades placed by me/us unless I/we myself/ourselves want the same in the electronic form.

I/We am/are aware that the Member has to provide electronic contract note for my/our convenience on my/our request only.

Though the Member is required to deliver physical contract note, I/we find that it is inconvenient for me/us to receive physical contract notes. Therefore, I/we am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me/us.

I/We have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.

My/our email Id is\* \_\_\_\_\_

This has been created by me/us and not by someone else.

I/we am/are aware that this declaration form should be in English or in any other language known to me/us.

I/We am/are aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

**The above declaration and the guidelines on ECN given in the Annexure have been read and understood by me/us. I/We am/are aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.**

(The email ID must be written in own handwriting of the client.)

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

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

PAN: \_ \_ \_ \_ \_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the client:

Date:

Place:

Verification of the client signature done by,

Name of the designated officer of the Member:

Signature:

Date:

**VOLUNTARY**

**UNDERTAKING FOR COMMODITY OPTIONS**

Further to my KYC details, I intend to trade in Options on Commodity Futures. I have clearly understood the Risk involved in Options trading subject to regulatory requirements of the Exchange and SEBI from time to time.

Signature of Client :

Client Name :

Client Code :

Date :



# Supplementary KYC Information & FATCA-CRS Declaration - Individuals

(Please consult your professional tax advisor for further guidance on your tax residency, FATCA/CRS Guidance)

PAN\*

Folio No. \*If PAN is not available

Name

Gender  M  F  O

Type of address given at KYC KRA

Residential

Residential or Business

Business

Place of Birth

Country of Birth

Nationality

Gross Annual Income Details in INR

Below 1 Lakh

5 - 10 Lacs

25 Lacs - 1 Crore

1 - 5 Lacs

10 - 25 Lacs

> 1 Crore

Net Worth in INR. In Lakhs

₹.

Net Worth as on

(Date should not be older than one year)

Occupation Details

Business

Professional

Public Sector

Housewife

Retired

Others (Please Specify)

Private Sector

Government Service

Agriculturist

Student

Forex Dealer

Politically Exposed Person [PEP]

Yes

Related to PEP

Not Applicable

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

Yes

No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

Country*	Tax Identification Number*	Identification Type (TIN or Other, Please specify)

\*To also include USA, where the individual is a citizen / green card holder of The USA

\*In case Tax Identification Number is not available, kindly provide its functional equivalent \$

### Certification

I/We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

### Signature

Date

Place

For Investor convenience, SFPL is collecting this mandatory information for uploading across all participating of SFPL where you are already and investor or would become an investor in future.

Please submit the form duly filled, signed, for all the holders, separately, and submit at **our address mentioned below:-**

Star Finvest Pvt. Ltd.

311-314, Arunachal Building,

19, Barakhamba Road,

New Delhi - 110001

Phone No. 011-43070741

### FATCA & CRS Terms & Conditions

Details under FATCA & CRS: The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

It is important that you respond to our request, even if you believe you have already supplied any previously requested information.



## FATCA & CRS TERMS AND CONDITIONS - FOR INDIVIDUAL

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income tax Rules, 1962, which require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our unit holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the folio(s) or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Please note that you may receive more than one request for information if you have multiple relationships with us or our group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

In case investor has the following Indicia pertaining to a foreign country and yet declares self to be non - tax resident in the respective country, investor to provide relevant Curing Documents as mentioned below:

FATCA/ CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia
U.S. place of birth	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes;</li> <li>2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below); AND</li> <li>3. Any one of the following documents:                             <ol style="list-style-type: none"> <li>a. Certified copy of "Certificate of Loss of Nationality or</li> <li>b. Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or</li> </ol>                             Reason the customer did not obtain U.S. citizenship at birth                         </li> </ol>
Residence/ mailing address in a country other than India.	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Telephone number in a country other than India	<p><b>If no Indian telephone number is provided</b></p> <ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol> <p>If Indian telephone number is provided along with a foreign country telephone number</p> <ol style="list-style-type: none"> <li>1. Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; OR</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Standing instructions to transfer funds to an account maintained in a country other than India (other than depository accounts)	<ol style="list-style-type: none"> <li>1. Self - certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>

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

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

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

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN#			
Address	ZIP <input type="text"/> State <input type="text"/> Country <input type="text"/> <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	ZIP <input type="text"/> State <input type="text"/> Country <input type="text"/> <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	ZIP <input type="text"/> State <input type="text"/> Country <input type="text"/> <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%)			
# To include US, where controlling person is a US citizen or green card holder # If UBO is KYC complaint, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable. # In case Tax Identification Number is not available, kindly provide functional equivalent. # Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary.			
<b>DECLARATION</b>			
I have read and understood the information requirements and the Terms & Conditions mention in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true correct and complete. I hereby agree and confirm to inform Star Finvest Pvt. Ltd. for any modification to this information promptly. I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).			
Name			
Designation			
Sign here : (I)	<input type="text"/>	Date DD-MM-YYYY <input type="text"/>	Place <input type="text"/>
For Investor convenience, SFPL is collecting this mandatory information for updating across all Group Companies of SFPL whether you are already an investor or would become an investor in future. Please submit the form duly filled, signed, for all the holders, separately and submit at your nearest SFPL branch or you can dispatch the hard copy to :- <b>Star Finvest Pvt. Ltd.</b> <b>311 - 314, Arunachal Building, 19, Barakhamba Road, New Delhi - 110001</b> <b>Phone No. :- 011-43070741</b>			
For Detail Terms & Conditions please visit <a href="http://www.starinvest.in">www.starinvest.in</a>			

**Acknowledgment**

I/We acknowledge receipt of the copy of KYC Form, Risk Disclosure Document, Right and Obligations of Member, Authorized Persons and Clients, Do's and Don'ts for the Clients, Tariff Sheet and rest of all Voluntary Documents.

Signature:  .....

---

**For office use only :-**

Data Entered in back office by:

Signature : .....

Name : .....

Date : .....

# Please read the following instructions carefully before filling the Account opening form

## INSTRUCTIONS FOR FILLING UP THIS FORM

1. Please ensure that the form is Properly filled up, attached with all documents in all respect.
2. Pin Code and Email Id are compulsory in the address detail.
3. Proof of Identity & proof of Address must be different.
4. Please fill all information in capital letters.
5. Original documents will be required for verification at the time of submission of the form.
6. Please put full signatures at all places, wherever marked as Signature
7. In case of Non-Individual Clients, Affix rubber stamp at all appropriate place.

## DOCUMENTS REQUIRED

### **FOR INDIVIDUAL**

- Affix passport size photo with across signature.
- Self attested copy of PAN No.
- Self attested proof of address (refer page no. 10)
- Self Attested proof of Identity (refer page no. 10)
- Cancelled Cheque Leaf
- Self Attested Copy of Bank statement or Passbook containing transactions not more than three months old and specifying Name of the Client, MICR Code and/or IFSC Code of the bank.
- If Correspondence Address is different from permanent address than provide self attested copy of both address proof.
- If nomination clause choosed then signatures of two witnesses are required with name and address of witnesses

### **FOR HUF**

- Attested copy of PAN of HUF
- Deed of declaration of HUF & List of Coparceners. (ref page no. 29)
- Attested copy of Bank Pass book/ Bank Statement in the name of HUF containing transactions not more than three months old and specifying the name of the client, MICR Code and/or IFSC Code.
- Attested copy of Address proof of HUF
- Affix passport size photo of Karta with across signature.
- Attested copy of Address proof of Karta
- Attested copy of PAN no. of Karta
- Attested copy of Identity proof of Karta

### **FOR PARTNERSHIP FIRM**

- Attested copy of the balance sheet for the last 2 financial years (to be submitted every year)
- Attested copy of the certificate of registration (for registered partnership firms only)
- Attested copy of Bank Pass book/ Bank Statement in the name of Partnership Firm containing transactions not more than three months old and specifying the name of the client, MICR Code and/or IFSC Code.
- Attested copy of the address proof of partnership firms.
- Attested copy of partnership deed.
- Authorised Signatories List with specimen signatures.
- Passport Size photos of partners with across signatures.
- Self attested copy of address proof of partners.
- Self attested copy of identity proof of partners.
- Self attested copy of PAN no. of partners.

### **FOR CORPORATE**

- Attested Copy of PAN No. of Company
- Cancelled Cheque Leaf of Company's Bank Account
- Attested Copy of Bank Statement or Bank Passbook for Company's Bank Account containing transactions not more than 3 months old and specifying Name of the Client, MICR Code and/or IFSC Code of the bank.
- Attested Copy of Registered Office Address of Company
- Attested Copy of Correspondence Address of Company
- Affix Recent Passport size photo of Authorized Signatories with across signature
- Self Attested Copy of Address Proof of Authorized Signatories
- Self Attested Copy of PAN No. of Authorized Signatories
- Networth Certificate of Company (Not older than 1 Year)
- Copy of the balance sheet for the last 2 financial years **(to be submitted every Year)**
- Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD **(to be submitted every year.)**
- Photograph, POI, POA, PAN and DIN numbers of whole time directors / two directors in charge of day to day operations.
- Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
- Copies of the Memorandum and Articles of Association and certificate of incorporation.
- Copy of the Board Resolution for investment in commodity market. (refer page no. 30)
- Copy of the Board Resolution or declaration (on the letter head) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures. (refer page no. 30)

## SET OF ACCOUNT OPENING DOCUMENTS

**Name of Member : STAR FINVEST PRIVATE LTD.**

**SEBI Registration No. for MCX/NCDEX: INZ000160735**

**Registered office address: House No. 410, Sector -31, Gurugram – 122001 (Haryana)**

Ph. : **011-43070741**, Fax: **011-23351305**, Email : [commodity@starinvest.in](mailto:commodity@starinvest.in), Website : [www.starinvest.in](http://www.starinvest.in)

**Correspondence address :311-314, Arunachal Building, 19, Barakhamba Road,Connaught PlaceNew Delhi – 110001**

Ph. : **011-43070741**, Fax: **011-23351305**, Email : [commodity@starinvest.in](mailto:commodity@starinvest.in),

Website : [www.starinvest.in](http://www.starinvest.in)

**Compliance officer Name, Ph. No. & Email id : Mr. Rajesh Sehgal, Ph.: 011-43070741,**

Email : [commodity@starinvest.in](mailto:commodity@starinvest.in)

**CEO Name, Ph. No. & Email id : Mr. Surender Kumar Gupta (Director), Ph.: 011-43070710, Email :**

[skgupta@starinvest.in](mailto:skgupta@starinvest.in)

S. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGE</b>			
1	KYC (Account Opening) application form	KYC Form – Document captures the basic information about the constituent and an instruction/check list.	2-16
2	Additional Risk Disclosure Documents for Options Trading	Document detailing risks associated with options trading.	17
3	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	18-23
4	Rights and Obligations of Members, Authorized Persons and Client	Document stating the Rights & Obligations of member, Authorized Person and Client for trading on exchanges (Including additional rights & Obligations in case of internet/wireless technology based trading).	24-34
5	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	35-38
6	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	39
7	Policy and procedures	Document describing significant policies and procedures of the commodity broker as per SEBI	40-46
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER</b>			
8	Standing Instructions	Running Account Authorization, Inter Exchange Adjustment, Authorization for Verbal Instructions and Non Issue of Order/Trade confirmation Slip etc.	47
9	Authorization Letter	Authority to Operate the Account	48-49
10	Open Interest Declaration	Declaration by the client to abide the net open interest position as permissible in any commodity	50
11	SMS and Email Alerts	SMS and Email Alerts to the Clients given by the Exchanges	51-52
12	Authorization for Electronic Contract Note	Letter of authorization for Electronic Contract Note (Appendix A)	53-54
13	UNDERTAKING	For Options Trading	55
14	FATCA/CRS Declaration	FATCA/CRS Declaration form	56-57

For any grievance/dispute please contact **STAR FINVEST PRIVATE LIMITED** at the above address or email id : [support@starinvest.in](mailto:support@starinvest.in) and Phone No. : **011-43070741**. In case not satisfied with the response, please contact the concerned exchange : **MCX** at [grievance@mcxindia.com](mailto:grievance@mcxindia.com) and Phone No. **022-67318888** and **NCDEX** at [askus@ncdex.com](mailto:askus@ncdex.com) and Phone No. : **022-66406789**

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**Website : [www.starinvest.in](http://www.starinvest.in)**

**Compliance officer Name, Ph. No. & Email id : Mr. Rajesh Sehgal, Ph.: 011-43070741,**

**Email : [commodity@starinvest.in](mailto:commodity@starinvest.in)**

**CEO Name, Ph. No. & Email id : Mr. Surender Kumar Gupta (Director), Ph.: 011-43070710, Email :**

**[skgupta@starinvest.in](mailto:skgupta@starinvest.in)**

S. No.	Name of the Document	Brief Significance of the Document	Page No.
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4	Rights and Obligations of Members, Authorized Persons and Client	Document stating the Rights & Obligations of member, Authorized Person and Client for trading on exchanges (Including additional rights & Obligations in case of internet/wireless technology based trading).	20-30
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6	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	35
7	Policy and procedures	Document describing significant policies and procedures of the commodity broker as per SEBI	36-42
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER</b>			
8	Standing Instructions	Running Account Authorization, Inter Exchange Adjustment, Authorization for Verbal Instructions and Non Issue of Order/Trade confirmation Slip etc.	43
9	Authorization Letter	Authority to Operate the Account	44-45
10	Open Interest Declaration	Declaration by the client to abide the net open interest position as permissible in any commodity	46
11	SMS and Email Alerts	SMS and Email Alerts to the Clients given by the Exchanges	47-48
12	Deed of Declaration on behalf of HUF	Declaration by Karta and all the Coparceners of HUF	49
13	Specimen of Board Resolution	Format of Board Resolution in case of Corporate / Trust	50
14	UNDERTAKING	For Options Trading	51
15	Authorization for Electronic Contract Note	Letter of authorization for Electronic Contract Note (Appendix A)	52-53
16	FATCA/CRS Declaration	FATCA/CRS Declaration form	54-55

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**Details of Promoters/ Partners/ LLP Partners/ Karta/ Trustees and Whole time Directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals**

**Annexure**

Name of Applicant \_\_\_\_\_

PAN of the Applicant

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Sr. No.	PAN	Name	DIN (For Directors)/ DPIN (For LLP Partners)/ UID (For Others)	Residential Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	

Name & Signature of the Authorised Signatory(ies)

Date 

d	d
---	---

 / 

m	m
---	---

 / 

y	y	y	y
---	---	---	---

PEP : Politically Exposed Person    RPEP : Related to Politically Exposed Person

**Details of Promoters/ Partners/ LLP Partners/ Karta/ Trustees and Whole time Directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals**

**Annexure**

Name of Applicant \_\_\_\_\_ PAN of the Applicant 

--	--	--	--	--	--	--	--	--	--

Sr. No.	PAN	Name	DIN (For Directors)/ DPIN (For LLP Partners)/ UID (For Others)	Residential Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> No	

Name & Signature of the Authorised Signatory(ies) \_\_\_\_\_ Date 

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 / 

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 / 

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PEP : Politically Exposed Person RPEP : Related to Politically Exposed Person

**Additional Risk Disclosure documents for Options Trading**

**Risk of Option holders:**

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. 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.

**Risks of Option Writers:**

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

## Annexure-2

### RISK DISCLOSURE DOCUMENT

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

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

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

You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivatives being traded on the Exchange.

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

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

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

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

**i. Risk of Higher Volatility**

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

**ii. Risk of Lower Liquidity**

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

b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

**iii. Risk of Wider Spreads**

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

**iv. Risk-reducing orders**

a. Most of the Exchanges have a facility for investors to place "limit

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

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

c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.

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

**v. Risk of News Announcements**

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

**vi. Risk of Rumours**

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

**vii. System Risk**

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

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

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

**viii. System/ Network Congestion**

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

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

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

a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.

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

c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

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

e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

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

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

### **4. General**

#### **i. Deposited cash and property:**

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

#### **ii. Commission and other charges:**

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

- iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to *Annexure 3*
- iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.
- v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

**Annexure –3 (of KYC Document)**  
**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**  
**as prescribed by SEBI and Commodity Exchanges**

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

\*Commodity derivative contract

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding

up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.

11. A. Protection from unfair terms in financial contracts\*\*

- a. An unfair term of a non-negotiated contract will be void.
- b. A term is unfair if it –
  - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
  - ii. is not reasonably necessary to protect the legitimate interests of the Member.
- c. The factors to be taken into account while determining whether a term is unfair, include –
  - i. the nature of the financial product or financial service dealt with under the financial contract;
  - ii. the extent of transparency of the term;

\*\*contracts offered by commodity exchanges

- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
  - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it –
  - i. is expressed in reasonably plain language that is likely to be understood by the Client;
  - ii. is legible and presented clearly; and
  - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11.B.

- a. “Non-negotiated contract” means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
  - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
  - ii. a standard form contract.
- b. “Standard form contract” means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by –
  - i. an overall and substantial assessment of the financial contract; and
  - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

11. C.

- a. The above does not apply to a term of a financial contract if it –
  - i. defines the subject matter of the financial contract;
  - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or

- iii. is required, or expressly permitted, under any law or regulations.
  - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.
- 12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.
- 13. A. Protection of personal information and confidentiality
  - a. “Personal information” means any information that relates to a Client or allows a Client’s identity to be inferred, directly or indirectly, and includes –
    - i. name and contact information;
    - ii. biometric information, in case of individuals
    - iii. information relating to transactions in, or holdings of, financial products
    - iv. information relating to the use of financial services; or
    - v. such other information as may be specified.
- 13. B.
  - a. A Member must –
    - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
    - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
    - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
    - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
    - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
  - b. A Member may disclose personal information relating to a Client to a third party only if –
    - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
    - ii. the Client has directed the disclosure to be made;
    - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
    - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
    - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
      - 1. informs the Client in advance that the personal information may be shared with a third party; and

- 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
    - vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
  - c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.
- 14. A. Requirement of fair disclosure both initially and on continuing basis
  - a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
  - b. In order to constitute fair disclosure, the information must be provided –
    - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
    - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
    - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
  - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
    - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
    - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iii. existence, exclusion or effect of any term in the financial product or financial contract;
    - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
    - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
    - vi. rights of the Client to rescind a financial contract within a specified period; or
    - vii. rights of the Client under any law or regulations.
- 14. B.
  - a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
    - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
    - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
    - iii. any other information that may be specified.
  - b. A continuing disclosure must be made –
    - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
    - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

## **MARGINS**

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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

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

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

## **DISPUTE RESOLUTION**

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
  - a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
  - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –
    - i. the Client's right to seek redress for any complaints; and
    - ii. the processes followed by the Member to receive and redress complaints from its Clients.
29. A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Clients financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

  - a. A Member must –
    - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
    - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
  - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
  - c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
    - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
    - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

### 30. Dealing with conflict of interest

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

- a. A member must –
  - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
  - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
    1. its own interests and the interests of the Client; or
    2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

### TERMINATION OF RELATIONSHIP

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

### ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
38. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
  - a. Unfair conduct in relation to financial products or financial services is prohibited.
  - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
    - i. misleading conduct under point 41.B
    - ii. abusive conduct under point 41.C
    - iii. such other conduct as may be specified.
41. B.
  - a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
    - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
    - ii. providing accurate information to the Client in a manner that is deceptive.
  - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
    - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
    - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
    - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41. C.

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

**ELECTRONIC CONTRACT NOTES (ECN)**

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.

46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

#### **LAW AND JURISDICTION**

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.
53. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month.

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

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

**Annexure-4**  
**GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS**

**Do's**

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link:-  
**MCX:** <https://www.mcxindia.com/membership/notice-board/Member-AP-Details>  
**NCDEX:** <https://www.ncdex.com/Membership/MemDirectory.aspx>  
to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link:-  
**MCX:** <https://www.mcxindia.com/en/login>  
**NCDEX:** <https://www.ncdex.com/MarketData/VerifyTrade.aspx>  
The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.

13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

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

## **Don'ts**

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