

Disclosure pursuant to NSE Circular No. NSE / INSP / 2006 / 52 dated 5th July, 2006 & BSE Circular No. 20060704 - 6 dated 4th July 2006. Documents required as per SEBI Circular No. SEBI/MIRSD/DPS-1/CIR-31/2004 dated 26-8-2004 Read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009

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## CHECK LIST OF DOCUMENTS FOR INDIVIDUALS - MANDATORY

### A INDIVIDUALS:-

Clients need to provide all of the following documents (Self attested) as detailed below:

1. Photocopy of PAN Card (with photo) ☐
  2. For Proof of Identity (xerox copy any one of the following):
    - ◆ Passport ☐
    - ◆ Voter ID ☐
    - ◆ Driving Licence ☐
    - ◆ Photo Identity card issued by Employer registered under MAPIN ☐
  3. For Proof of Address (xerox copy any one of the following):
    - ◆ Passport/Voter ID/Driving Licence (Latest Month)/  
Rent Agreement (alongwith rent receipt)/Ration Card ☐
    - ◆ Flat Maintenance Bill/Telephone Bill/Electricity Bill (Latest) ☐
    - ◆ Certificate issued by employer registered under MAPIN ☐
    - ◆ Insurance Policy ☐
  4. Copy of cancelled cheque leaf/pass book/bank statement containing name of the constituent. ☐
  5. Proof of the Demat Account (Statement of holding /transaction statement / Copy of bill latest). ☐
  6. Financial Details (Attach copy of any one of following in support of financial details)
- Illustrative list of documents:- (Compulsory for Derivatives Segment)
1. Copy of ITR Acknowledgement ☐
  2. Copy of Annual Accounts ☐
  3. Copy of Form 16 in case of salary income ☐
  4. Net worth certificate ☐
  5. Salary Slip ☐
  6. Bank account statement for last 6 months ☐
  7. Copy of demat account Holding statement. ☐
  8. Any other relevant documents substantiating ownership of assets. ☐
  9. Self declaration along with relevant supporting. ☐

### B. FOR NRI CLIENTS:-

NRI clients need to provide all of the following documents (Self attested) & duly notarised by notary or attested by Indian Embassy as detailed below.

1. Indian address and Foreign address with supporting proof. ☐
2. Copy of Passport (Full Pages) & Copy of Visa. ☐
3. Bank Verification Letter Indicating Type of Account as NRI / NRE / NRO. ☐
4. Pan Card. ☐
5. NRI Client should furnish Unique Client Code allotted by Exchange for the trading in F&O Segment. ☐
6. POA duly notarized (Certified True Copy) (In case of POA, personal details of authorised person) ☐
7. Copy of cancelled cheque leaf/pass book/bank statement containing name of the constituent. ☐
8. Proof of the Demat Account (Statement of holding /transaction statement/Copy of bill latest). ☐

### C. SOLE PROPRIETORSHIP :-

1. Same as per Individuals, and
2. Recent Passport size Photo of Proprietor.
3. A declaration on the letterhead of the firm identifying demat a/c and bank a/c (as per format). ☐
4. Rubber stamp of firm required on every sign of Proprietor. ☐
5. DMAT account will be in the name of proprietor only. ☐
6. Certified copy of Balance sheet/Annual accounts for Last two years. ☐
7. Latest Income tax return copy of Proprietor. ☐

Note: At the time of opening of account, please furnish all the above document in original for verification. After in-person verification done by our staff member, we will return all your original documents to you.

## CHECK LIST OF DOCUMENTS FOR NON-INDIVIDUALS - MANDATORY

### IN ALL CASES

1. Copies of the balance sheet for the last 2 financial years (copies of annual balance sheet to be submitted every year) ☐
2. Copy of a cancelled cheque containing preprinted name of the client and IFSC Code (in case the cancelled cheque does not contain the name of the client and/or IFSC Code, extra documentary proof from the bank for the same) ☐
3. Demat Master issued by the DP bearing DP Stamp/ Recent holding statement containing the name of the client ☐
4. Resolution on letterhead ☐
5. Copy of PAN card ☐

### A. HUF ACCOUNT

1. Sign photograph of Karta. ☐
2. Proof of Identity and Address of Karta. ☐
3. HUF Declaration signed by all coparceners. ☐
4. HUF stamp affixed wherever the client sign. ☐

### B. CORPORATE CLIENTS

1. Certified Copies of share holding pattern including list of those holding more than 5% or more. (certified by company secretary/Wholetime director/MD/CA) (copy of updated shareholding pattern to be submitted every year). ☐
2. Photograph of Director/ Whole time Directors/ Individual Promoter holding 5% or more. ☐
3. All Director's Proof of Identity (Pan) & Address. ☐
4. Director's Latest signed Photographs. ☐
5. Corresponding Address proof should match with that written in the form. ☐
6. Memorandum & Article of Association is required with Company rubber stamp & Director signature. ☐
7. Company stamp affixed wherever Director Sign on the Agreement. ☐

#### For FIU/PMLA requirements: (Three Certified copies required)

1. Certificate of incorporation; ☐
2. Memorandum and Articles of Association; ☐
3. A resolution from the Board of Directors and power of attorney granted to its managers, officers or employees to transact on its behalf; and ☐

### C. Partnership Firm

1. Certified True copy of Partnership Deed. ☐
2. All Partners Proof of Identity & Address proof. ☐
3. Partner latest signed photograph. ☐
4. Registration No. of Partnership Firm. ☐
5. Copy of latest profit sharing ratio of all those holding more than 5% certified by the partner(s) (certified by partner(s)) (copy of updated profit sharing ratio to be submitted every year) ☐

#### For FIU/PMLA requirements: (Three Certified copies required)

1. Registration certificate; ☐
2. Partnership deed; and ☐
3. An officially valid document in respect of the person holding an attorney to transact on its behalf. ☐

### D Trust Account

1. Certified True copy of Trust Deed. ☐
2. Trustees proof of Identity & Address proof. ☐
3. Trustees latest signed photographs. ☐
4. Registration Number of the Trust. ☐
5. To check whether registered trust or unregistered. ☐

#### For FIU/PMLA requirements: (Three Certified copies required)

1. Registration certificate; ☐
2. Trust deed; and ☐
3. An officially valid document in respect of the person holding an attorney to transact on its behalf. ☐



# THE OMNISCIENT SECURITIES PVT. LTD.

Member: National Stock Exchange of India Limited & Bombay Stock Exchange Limited

**Regd. Office:** 1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001.

Phone: 2272 2379/80/81 Fax: 91-22-2272 2383

E-mail: omniscientsecurities@hotmail.com

Website: www.omniscientsecurities.com

**FOR INDIVIDUALS  
MANDATORY**

Please affix  
and sign  
on the  
photograph



Member: BSE: (Sebi Regn. No. INB011047439, INF011047439) Member Code: 390

Member: NSE: (Sebi Regn. No. INB231047433, INF231047433) Member Code: 10474

Member: MCX-SX: (Sebi Regn. No. INE261047433) Member Code: 28900

Clearing Member : (BSE F&O Segment) **IL&FS Limited**

Sebi Regn. No. INF231133630 - PCM Code: C50008

Clearing Member : (MCX-SX) **IL&FS Limited**

Sebi Regn. No. INE231308334 - PCM Code: C50008

ILFS House, Raheja Vihar, Plot No. 14, Chandivli, Andheri (E), Mumbai - 400072.

**The following format has to be obtained from all constituents (other than institutional clients).**

1. Separate form to be obtained in respect of all clients including PMS clients.
2. All columns are to be filled in by the clients and copies of relevant supporting documents need to be attached by the constituents.

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

Dear Sir/Madam,

I request you to register me as your client and enable me to trade in the cash/f&o/currency segment pursuant to the Agreement entered into with you. I have read the Rules, Bye-laws and Regulations of the Exchanges pertaining to the cash/f&o/currency segment and agree to abide by them. In this regard, I give the following information:

NAME OF THE CLIENT			
	(SURNAME)	(NAME)	(MIDDLE NAME)
(As appearing on I.T. Database)			
NAME OF FATHER/HUSBAND			
NAME OF FIRM (in case of Proprietorship Firm)			
UIN (where obtained)			
PAN		DATE OF BIRTH	
SEX	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	MARITAL STATUS	<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED
RESIDENCE ADDRESS			
	CITY	PIN CODE	
	STATE	COUNTRY	
TELEPHONE No. (Std Code)		FAX (Std Code)	
CORRESPONDENCE ADD.			
	CITY	PIN CODE	
	STATE	COUNTRY	



TELEPHONE No. (Std Code)		FAX (Std Code)	
MOBILE		E-MAIL	
NATIONALITY		RESIDENTIAL STATUS	INDIAN / NRI / OTHERS
EDUCATIONAL QUALIFICATION			
<input type="checkbox"/> GRADUATE <input type="checkbox"/> POST GRADUATE <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> OTHERS (Please Specify)			
Occupation Details			
<input type="checkbox"/> EMPLOYED <input type="checkbox"/> SELF EMPLOYED <input type="checkbox"/> BUSINESS <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> HOUSE-WIFE <input type="checkbox"/> OTHERS (Please Specify)			
DETAILS IN CASE (EMPLOYED/SELF EMPLOYED/BUSINESS/PROFESSIONAL/OTHERS)			
NAME OF THE EMPLOYER/ESTABLISHMENT			
OFFICE ADDRESS			
	CITY	PIN CODE	
	STATE	COUNTRY	
TELEPHONE No. (Std Code)		FAX (Std Code)	
WEBSITE			
MOBILE		E-MAIL	
For NRI Customers under RBI PIS Scheme: RBI PIS permission details:			
Bank A/c Allocation		Demat A/c Allocation	
First Holder of A/c should be same as that of trading account			
1 <sup>ST</sup> PREFERRED A/C			
BANK NAME			
BRANCH NAME			
BANK A/C TYPE	SAVING / CURRENT / NRI		
BANK A/C NO.			
ADDRESS			
TEL. NO.:		FAX NO.:	
MICR NO.		IFSC CODE:	
A/C - II			
BANK NAME			
BRANCH NAME			
BANK A/C TYPE	SAVING / CURRENT / NRI		
BANK A/C NO.			
ADDRESS			
TEL. NO.:		FAX NO.:	
MICR NO.		IFSC CODE:	
(Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted)			
Financial Details			
ANNUAL INCOME RANGE (INR)	<input type="checkbox"/> < 1 LAC <input type="checkbox"/> 1-5 LACS <input type="checkbox"/> 5-10 LACS <input type="checkbox"/> 10-25 LACS <input type="checkbox"/> > 25 LACS		



NEWORTH (Self Certified documentary evidence)

a) Are you or have you 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? If yes, please give details

b) Are you a family member and/ or close relative of a person of a) above? If yes, please give details

Investment / Trading Experience & Preference

☐ NO PRIOR INVESTMENT EXPERIENCE

YEARS IN EQUITIES

YEARS IN DERIVATIVES

YEARS IN OTHER INVESTMENT RELATED FIELDS

MARKET VALUE OF YOUR CURRENT PORTFOLIO AS ON \_\_\_\_\_ RS. \_\_\_\_\_

STOCK EXCHANGES & SEGMENT ON WHICH YOU WISH TO TRADE

Sr. No.	Exchange	Segment	Signature of client
1	BSE	Cash	
2	BSE	F&O	
3	NSE	Cash	
4	NSE	F&O	
5	MCX-SX	Currency	

WHETHER REGISTERED WITH ANY OTHER BROKER/SUB-BROKER (IF REGISTERED WITH MULTIPLE MEMBERS, PROVIDE ALL DETAILS)

NAME OF BROKER	
NAME OF EXCHANGE	
CLIENT CODE NO.	
NAME OF SUB-BROKER	
BROKER'S/SUB-BROKER'S ADDRESS	
BROKER'S/SUB-BROKER'S PHONE NO.	
DETAILS OF ANY ACTION TAKEN BY SEBI/STOCK EXCHANGE/ANY OTHER AUTHORITY FOR VIOLATION OF SECURITIES LAW OTHER ECONOMIC OFFENCES (INCLUDING ACTION TAKEN AGAINST RELATIVES / ASSOCIATES)	
A) DURING LAST 3 YEARS	
B) PRIOR TO THAT	
References	
INTRODUCTION : INTRODUCED BY ANOTHER CONSTITUENT / DIRECTOR OR EMPLOYEE OF TRADING MEMBER / ANY OTHER PERSON (PLEASE SPECIFY)	
NAME OF THE INTRODUCER	
	(SURNAME) (NAME) (MIDDLE NAME)
ADDRESS OF THE INTRODUCER	
UCC OF THE INTRODUCER (if registered with the Trading Member)	
RELATIONSHIP WITH APPLICANT: RELATIONSHIP WITH TM:	
PAN OF INTRODUCER	SIGNATURE _____

6

(SELF ATTESTED COPY OF PAN & ADDRESS PROOF REQUIRED OF THE INTRODUCER)		
NAME AND DESIGNATION OF THE EMPLOYEE/AUTHORISED PERSON/SUB-BROKER WHO INTERVIEWED THE CLIENT		
(NAME)		
(DESIGNATION)		
SIGNATURE _____		
<b>NOMINATION:</b>		
PERSON NOMINATED WHO IS ENTITLED TO RECEIVE FUNDS/ SECURITIES BALANCES IN THE EVENT OF DEATH OF THE CLIENT		
NAME OF NOMINEE:		
RELATIONSHIP WITH CLIENT:		
ADDRESS OF NOMINEE:		
WITNESS 1		WITNESS 2
NAME:		NAME:
ADDRESS:		ADDRESS:
SIGNATURE		SIGNATURE
PURPOSE AND INTENDED NATURE OF THE BUSINESS RELATIONSHIP (AS PER PMLA REQUIREMENTS)		
ACCOUNT SETTLEMENT (AS PER SEBI REQUIREMENTS) (PLEASE TICK) <input type="checkbox"/> ONCE A MONTH <input type="checkbox"/> ONCE A QUARTER		
<b>Declaration</b>		
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.		
Date _____		 _____
Place _____		(Signature of the constituent)
<b>FOR OFFICE PURPOSE</b>		
UNIQUE CONSTITUENT CODE (TO BE INSERTED BY THE BROKERAGE FIRM) _____		
ORIGINAL DOCUMENTS VERIFIED BY _____ AUTHORISED BY _____		
<b>In Person Verification done by:</b>		
Name: _____		
Designation: _____		
Date: _____ Signature: _____		
<b>PROPRIETARY DECLARATION</b>		
This has reference to circular no. SEBI / MRD / SE / CIR. – 42 / 2003 dated November 19, 2003, on the subject matter. As directed by SEBI Vide abovementioned circular we hereby disclosed that as of date <b>Member</b> does client based business as well as undertakes proprietary trading in the Cash, Currency and/or Derivative segment of Exchange(s).		







FOR NON-INDIVIDUALS  
MANDATORY

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Member: National Stock Exchange of India Limited & Bombay Stock Exchange Limited

**Regd. Office:** 1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001.

Phone: 2272 2379/80/81 Fax: 91-22-2272 2383

E-mail: omniscientsecurities@hotmail.com • Website: www.omniscientsecurities.com

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Member: MCX-SX: (Sebi Regn. No. INE261047433) Member Code: 28900

Clearing Member : (BSE F&O Segment) **IL&FS Limited**

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1. Separate form to be obtained in respect of all clients including PMS clients.

2. All columns are to be filled in by the clients and copies of relevant supporting documents need to be attached by the constituents.

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

### **Type of Account**

☐ Partnership ☐ Body Corporate ☐ HUF ☐ Others (Please specify) \_\_\_\_\_

Dear Sir/Madam,

We request you to register us as your client and enable us to trade in the cash/F&o/currency segment pursuant to the Agreement entered into with you. We have read the Rules, Bye-laws and Regulations of the Exchanges pertaining to the cash/F&o/currency segment and agree to abide by them. In this regard, we give the following information:

NAME OF THE COMPANY/FIRM/HUF								
CONSTITUTION								
REGISTERED OFFICE ADDRESS								
	CITY				PIN CODE			
	STATE				COUNTRY			
TELEPHONE No. (Std Code)					FAX (Std Code)			
MOBILE								
CORRESPONDENCE OFFICE ADDRESS								
	CITY				PIN CODE			
	STATE				COUNTRY			
TELEPHONE No. (Std Code)					FAX (Std Code)			
MOBILE								
E-MAIL								
DATE OF INCORPORATION/FORMATION								
DATE OF COMMENCEMENT OF BUSINESS								
NATURE OF BUSINESS								
REGISTRATION NO. (WITH ROC, SEBI OR GOVT. AUTHORITY)								
DETAILS OF PAN								
NAMES OF PROMOTERS (IN CASE OF COMPANY)/PARTNERS (IN CASE OF PARTNERSHIP FIRM)/KARTA (IN CASE OF HUF) AND RESIDENTIAL ADDRESS								
1.								
2.								
3.								
4.								
5.								





NAMES OF WHOLE TIME DIRECTORS AND RESIDENTIAL ADDRESS																																																																													
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TEL. NO.	FAX NO.																																																																												



STOCK EXCHANGES & SEGMENT ON WHICH YOU WISH TO TRADE			
Sr. No.	Exchange	Segment	Signature of client
1	BSE	Cash	
2	BSE	F&O	
3	NSE	Cash	
4	NSE	F&O	
5	MCX-SX	Currency	
<b>References</b>			
INTRODUCTION : INTRODUCED BY ANOTHER CONSTITUENT / DIRECTOR OR EMPLOYEE OF TRADING MEMBER / ANY OTHER PERSON (PLEASE SPECIFY)			
NAME OF THE INTRODUCER			
ADDRESS OF THE INTRODUCER			
UCC OF THE INTRODUCER (if registered with the Trading Member)			
RELATIONSHIP WITH APPLICANT:		RELATIONSHIP WITH TM:	
PAN OF INTRODUCER	SIGNATURE _____		
(SELF ATTESTED COPY OF PAN & ADDRESS PROOF REQUIRED OF THE INTRODUCER)			
NAME AND DESIGNATION OF THE EMPLOYEE/AUTHORISED PERSON/SUB-BROKER WHO INTERVIEWED THE CLIENT			
(NAME)			
(DESIGNATION)			
SIGNATURE _____			
PURPOSE AND INTENDED NATURE OF THE BUSINESS RELATIONSHIP (AS PER PMLA REQUIREMENTS)			
ACCOUNT SETTLEMENT (AS PER SEBI REQUIREMENTS) (PLEASE TICK) <input type="checkbox"/> ONCE A MONTH <input type="checkbox"/> ONCE A QUARTER			
<b>Declaration</b>			
We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and 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 we are aware that we may be held liable for it.			
Date _____			
Place _____		(Signature of the constituent)	
<b>FOR OFFICE PURPOSE</b>			
UNIQUE CONSTITUENT CODE (TO BE INSERTED BY THE BROKERAGE FIRM) _____			
ORIGINAL DOCUMENTS VERIFIED BY _____ AUTHORIZED BY _____			
<b>In Person Verification done by:</b>			
Name: _____			
Designation: _____			
Date: _____ Signature: _____			
<b>PROPRIETARY DECLARATION</b>			
This has reference to circular no. SEBI / MRD / SE / CIR. – 42 / 2003 dated November 19, 2003, on the subject matter. As directed by SEBI Vide abovementioned circular we hereby disclosed that as of date <b>Member</b> does client based business as well as undertakes proprietary trading in the Cash, Currency and/or Derivative segment of Exchange(s).			

Annexure A

To be submitted by each of the Promoters/Whole time Directors/Key Managerial Personnel/Partners/Proprietor/Karta/Signatories  
In connection with the Client Registration Application Submitted to you by

\_\_\_\_\_ of which I am the / a director / partner / authorised signatory.  
I furnish you the following personal details relating to me:

Please affix  
photograph  
& sign on the  
photograph

Name of the Director/Partner/Authorised Signatory	
Sex: Male/Female	
Date of Birth	
Designation	
Address (Residence)	
Telephone: Fax No:	
Occupation Qualifications: Experience:	
Equity Stake, Share or other interest in the Company/firm	
Income Tax PAN/GIR No.	
Investment Experience	
- Years in Stocks	
- Years in Derivatives	
-Years in any other investment Related field	
Particulars of the Bank A/c	
-Name of the Bank	
-Branch (Address, Fax & Tel. No.)	
-Bank Account Number	
Annual Income Range:	
Below Rs. 1,00,000/-	
Rs. 1,00,001/- to Rs. 5,00,000/-	
Rs. 5,00,001/- to Rs. 10,00,000/-	
Rs. 10,00,001/- to Rs. 25,00,000/-	
Above Rs. 25,00,000/-	
Whether registered with any other broker – Member (s) :Yes / No	
If Yes, Name of Member	
Name of Exchange	
Client Code No.	

The Information furnished above is true to the best of my knowledge and belief, and I undertake to immediately keep you informed in writing of any changes therein. I also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted therefrom, the above mentioned company / firm / \_\_\_\_\_ and I would be liable to be debarred from doing business. I also agree to furnish such further information as the member or the Exchange may require from me and I agree that if I fail to give such information, the member shall have the right to cancel the above mentioned company/firm/ \_\_\_\_\_'s registration and the Exchange shall have the right to debar the above mentioned company/ firm/ \_\_\_\_\_ and me from doing business.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Name : \_\_\_\_\_

Note: If any information required to be given does not fit in the form, an annexure may be used. To be filled by all directors/partners/signatories authorised by resolution by resolution to act on behalf of the Company.

Enclosures:

- (1) Copy of any one of the following for identity: MAPIN UID Card/ Pan Card / Passport / Driving License / Voter ID / Photo Identity card issued by Employer registered under MAPIN.
- (2) Copy of any one of the following for proof of identity: Passport / Voter ID / Driving License / Bank Passbook / Rent Agreement / Ration Card / Telephone Bill / Electricity Bill / Flat Maintenance Bill / Certificate issued by Employer registered under MAPIN.

Annexure B

To be submitted by each of the Promoters/Whole time Directors/Key Managerial Personnel/Partners/Proprietor/Karta/Signatories  
In connection with the Client Registration Application Submitted to you by

of which I am the / a director / partner / authorised signatory.  
I furnish you the following personal details relating to me:

Please affix  
photograph  
& sign on the  
photograph

Name of the Director/Partner/Authorised Signatory	
Sex: Male/Female	
Date of Birth	
Designation	
Address (Residence)	
Telephone: Fax No:	
Occupation Qualifications: Experience:	
Equity Stake, Share or other interest in the Company/firm	
Income Tax PAN/GIR No.	
Investment Experience	
- Years in Stocks	
- Years in Derivatives	
-Years in any other investment Related field	
Particulars of the Bank A/c	
-Name of the Bank	
-Branch (Address, Fax & Tel. No.)	
-Bank Account Number	
Annual Income Range:	
Below Rs. 1,00,000/-	
Rs. 1,00,001/- to Rs. 5,00,000/-	
Rs. 5,00,001/- to Rs. 10,00,000/-	
Rs. 10,00,001/- to Rs. 25,00,000/-	
Above Rs. 25,00,000/-	
Whether registered with any other broker – Member (s) :Yes / No	
If Yes, Name of Member	
Name of Exchange	
Client Code No.	

The Information furnished above is true to the best of my knowledge and belief, and I undertake to immediately keep you informed in writing of any changes therein. I also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted therefrom, the above mentioned company / firm / \_\_\_\_\_ and I would be liable to be debarred from doing business. I also agree to furnish such further information as the member or the Exchange may require from me and I agree that if I fail to give such information, the member shall have the right to cancel the above mentioned company/firm/ \_\_\_\_\_'s registration and the Exchange shall have the right to debar the above mentioned company/ firm/ \_\_\_\_\_ and me from doing business.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name : \_\_\_\_\_

Note: If any information required to be given does not fit in the form, an annexure may be used. To be filled by all directors/partners/signatories authorised by resolution by resolution to act on behalf of the Company.

Enclosures:

- (1) Copy of any one of the following for identity: MAPIN UID Card/ Pan Card / Passport / Driving License / Voter ID / Photo Identity card issued by Employer registered under MAPIN.
- (2) Copy of any one of the following for proof of identity: Passport / Voter ID / Driving License / Bank Passbook / Rent Agreement / Ration Card / Telephone Bill / Electricity Bill / Flat Maintenance Bill / Certificate issued by Employer registered under MAPIN.

**(THIS DOCUMENT SHOULD BE READ AND UNDERSTOOD BY THE CLIENT AND  
ALL THE PAGES SHOULD BE SIGNED BY THE CLIENTS.)**

**COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET, FUTURES & OPTIONS AND  
CURRENCY DERIVATIVES SEGMENTS (TO BE GIVEN BY THE BROKER TO THE CLIENT)**

This document is issued by the member of the National Stock Exchange of India Limited (hereinafter referred to as "NSE")/Bombay Stock Exchange Limited (hereinafter referred to as "BSE") which has been formulated by the Exchange in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities / F&O / Currency Derivatives Segments of NSE/BSE/MCX-SX. All prospective constituents should read this document before trading in Equities / F&O / Currency Derivatives Segments of the Exchange.

NSE/BSE/MCX-SX/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 has NSE/BSE/MCX-SX/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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, F&O contracts, Currency 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 NSE/BSE/MCX-SX and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE/MCX-SX, 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 member. 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 currency derivative contract being traded on NSE/BSE/MCX-SX.

It must be clearly understood by you that your dealings on NSE/BSE/MCX-SX through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE/MCX-SX and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE/MCX-SX or its Clearing Corporation and in force from time to time.

NSE/BSE/MCX-SX 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 trading member of NSE/BSE/MCX-SX 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 / F&O contract / currency derivatives contract undergoes when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security / F&O contract / currency derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / F&O contracts / currency derivatives contracts than in active securities / F&O contracts / currency 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 / F&O contracts / currency 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 / F&O contracts / currency 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 / F&O contracts / currency derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / F&O contracts / currency derivatives contracts as compared to active securities / F&O contracts / currency 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 / F&O contracts / currency derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / F&O contracts / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contracts / currency 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 / F&O contract / currency 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 / F&O contract / currency derivatives contract, and such order gets activated if and when the security / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 Rumours:**

Rumours 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 rumours.

## **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 / F&O contract / currency derivatives contract due to any action on account of unusual trading activity or security / F&O contract / currency derivatives contract hitting circuit filters or for any other reason.

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

Trading on NSE/BSE/MCX-SX 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 Futures and Options segment and Currency 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 involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / F&O contract / currency 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 broker/member 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 F&O contracts/ currency 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 Exchange 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. GENERAL

### 3.1 Commission and other charges

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

### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. 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, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

**3.3** For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

**3.4** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of currency derivatives contracts through the mechanism provided by NSE/BSE/MCX-SX.

**3.5** The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE/MCX-SX and who holds a registration certificate from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

Customer Signature:



(If Partner, Corporate, or other Signatory, then attest with company seal.)

DD MM YYYY

## **ANNEXURE - 1**

### **INVESTORS' RIGHTS AND OBLIGATIONS**

- 1.1 You should familiarise 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 Cash Market / F&O market / Currency Derivatives market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE/MCX-SX and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE/MCX-SX or its Clearing Corporation/Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE/MCX-SX and/or SEBI:
  - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE/MCX-SX and whether they are enabled to trade may be verified from NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)).
  - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/ BSE/ SEBI at any time, as is available with the investor.
  - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE/MCX-SX or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the member.
  - 1.3.5 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. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
  - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, details of the currency derivatives contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/ sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE/MCX-SX, without delaying.
  - 1.3.7 Facility of Trade Verification is available on NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)), where details of trade as mentioned in the contract note may be verified from the trade date up to five trading days. 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 NSE/BSE/MCX-SX.
  - 1.3.8 Ensure that payment of funds against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE/MCX-SX or its Clearing Corporation/

Clearing House. Payments should be made only by account payee cheque in favour of the firm/ company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member.

- 1.3.9 In case pay-out of funds is not received on the next working day after date of pay-out announced by NSE/BSE/MCX-SX or its Clearing Corporation, please follow-up with the concerned member for its receipt. In case pay-out is not received as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE/MCX-SX.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both settlements and margins, to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE/MCX-SX, without delaying.
- 1.3.11 In case of a complaint against a member, you should address the complaint to the Office as may be specified by NSE/BSE/MCX-SX from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE/BSE/MCX-SX/ NSCCL/Clearing Corporation within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE/BSE/MCX-SX within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/ Bye -laws and the scheme under the Investors' Protection Fund (IPF) may be payable as prescribed by SEBI.

Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE/MCX-SX for the purpose of buying and / or selling of securities / F&O contracts / currency derivatives contracts through the mechanism provided by NSE/BSE/MCX-SX.
2. The term 'member' shall mean and include a trading member or a broker or a stock broker, who has been admitted as such by NSE/BSE/MCX-SX and who holds a registration certificate from SEBI.
3. The term 'contract' refers to a F&O / currency derivatives contract and the term 'underlying' refers to the underlying index / stock / currency of such contract.

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

Customer Signature (If Partner, Corporate, or other Signatory, then attest with company seal.)

Clients' Name : \_\_\_\_\_

DD / MM / YYYY \_\_\_\_\_

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

AGREEMENT BETWEEN STOCK BROKER AND CLIENT

This agreement is made and executed at ..... this ..... day of ..... , 20..... between **The Omniscient Securities Pvt. Ltd.** a body corporate, registered under the Companies Act, 1956, being a member of Bombay Stock Exchange Limited (hereinafter called “the Exchange”), and having its registered office at 1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001 (hereinafter called “the Stock Broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a clearing/trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And  
Mr./Ms/M/s....., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

(hereinafter called “the Client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the Stock Broker is registered as the Stock Broker of the Exchange with SEBI registration number INB011047439 in the Capital Market/ Cash Segment and SEBI registration number INF011047439 in the Future & Option Segment of Bombay Stock Exchange Limited.

Whereas the Client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the Client has satisfied 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.

Whereas the Stock Broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and

Whereas the Stock Broker has taken steps and 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.

WHEREAS the Stock Broker and the Client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the ‘Client registration form’ provided by the Client to the Stock Broker at the time of opening of the account or at any time thereafter.

2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that:
  - a. He has read and understood the risks involved in trading on a Stock Exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
  - d. He is liable to 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.
  - e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to 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 the Stock Broker renders to the Client.
4. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant Stock Exchange/SEBI.
5. The Client agrees to abide by the exposure limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time.
6. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), 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.
7. The Stock Broker agrees 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 SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
8. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The Stock Broker agrees to 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.
10. 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, The 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
11. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
12. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.



13. 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 it may have had transactions in securities.
14. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
15. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
16. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant Stock Exchange(s). 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 to the relevant Stock Exchange(s).
17. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
18. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
19. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
20. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client.
21. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
22. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
23. The Stock Broker and the Client shall be entitled to terminate this agreement 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 agreement 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.
24. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
25. Words and expressions which are used in this Agreement, 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 of the Exchange and circulars issued thereunder.
26. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant Stock Exchange that may be in force from time to time.
27. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it 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 its/his Client to any person or authority with the express permission of the Client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

**The client’s Signature/ Authorised Signatory:**

**For The Omniscient Securities Pvt. Ltd.**

Signed by:  \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name of the client: \_\_\_\_\_

Name of the Member:  
The Omniscient Securities Pvt. Ltd.

Witness:

Witness:

1. Name: \_\_\_\_\_

1. Name: \_\_\_\_\_

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

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

2. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

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

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

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

**Note:** All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.



AGREEMENT BETWEEN STOCK BROKER AND CLIENT

This agreement is made and executed at ..... this ..... day of ..... , 20..... between **The Omniscient Securities Pvt. Ltd.** a body corporate, registered under the Companies Act, 1956, being a member of National Stock Exchange of India Limited (hereinafter called “the Exchange”), and having its registered office at 1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001 (hereinafter called “the Stock Broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a clearing/trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And  
Mr./Ms/M/s....., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

..... (hereinafter called “the Client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB231047433 in the Capital Market/ Cash Segment, SEBI registration number INF231047433 in the Futures and Options Segment of National Stock Exchange of India Limited.

Whereas the Client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the Client has satisfied 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.

Whereas the Stock Broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided; and

Whereas the Stock Broker has taken steps and 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.

WHEREAS the Stock Broker and the Client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the ‘Client registration form’ provided by the Client to the Stock Broker at

the time of opening of the account or at any time thereafter.

2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that:
  - a. He has read and understood the risks involved in trading on a Stock Exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
  - d. He is liable to 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.
  - e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to 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 the Stock Broker renders to the Client.
4. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant Stock Exchange/SEBI.
5. The Client agrees to abide by the exposure limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time.
6. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), 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.
7. The Stock Broker agrees 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 SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
8. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The Stock Broker agrees to 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.
10. 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, The 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
11. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
12. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled

- to recover any loss incurred by him in such connection from the Client.
13. 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 it may have had transactions in securities.
  14. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  15. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
  16. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant Stock Exchange(s). 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 to the relevant Stock Exchange(s).
  17. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  18. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  19. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
  20. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client.
  21. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
  22. This agreement shall forthwith terminate; 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 issued by the Board is cancelled.
  23. The Stock Broker and the Client shall be entitled to terminate this agreement 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 agreement 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.
  24. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
  25. Words and expressions which are used in this Agreement, 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 of the Exchange and circulars issued thereunder.
  26. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant Stock Exchange that may be in force from time to time.
  27. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it 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 its/his Client to any person or authority with the express permission of the Client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

The client's Signature/ Authorised Signatory:	For The Omniscient Securities Pvt. Ltd.
Signed by:  _____	Signed by: _____
Title: _____	Title: _____
Name of the client: _____	Name of the Member: The Omniscient Securities Pvt. Ltd.
Witness:	Witness:
1. Name: _____	1. Name: _____
Signature: _____	Signature: _____
2. Name: _____	2. Name: _____
Signature: _____	Signature: _____
Date: _____	Place: _____

**Note:** All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**Member Constituent Agreement**  
**AGREEMENT BETWEEN TRADING MEMBER AND CLIENT**

**MCX-SX**

This agreement is made and executed at ..... this ..... day of ..... 20\_\_\_\_. Between: **The Omniscient Securities Pvt. Ltd.**, a body corporate, registered under the Companies Act, 1956, being a member of the MCX Stock Exchange Ltd. and having his / her / its registered office at **1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001** (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s....., an individual/ a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

.....(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number INE261047433 in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

**Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:**

- 1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
- 2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment



- d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member 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.
- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The Client agrees to pay to the trading 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 trading member renders to the Client.
4. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange / SEBI.
5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House/Clearing Corporation or SEBI from time to time.
6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading 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.
7. The trading member agrees 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 trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
8. The client agrees to immediately furnish information to the trading member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The trading member agrees to 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 stock exchange.
10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
12. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
13. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). 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 to the relevant stock exchange(s).
14. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

17. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
18. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member and the client shall be entitled to terminate this agreement 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 agreement 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.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. Words and expressions which are used in this Agreement, 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 of the Exchange and circulars issued there under.
23. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS THEREOF the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

SIGNED for and on behalf of		SIGNED for and on behalf of	
Member	<b>The Omniscient Securities Pvt. Ltd.</b>	Client	
BY		BY	
Signature		Signature	
Title	Director / Authorised Signatory	Title	
Witness. 1		Witness. 1	
Witness. 2		Witness. 2	

Note: All references to the specific quantity / rate / fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.



## POLICIES AND PROCEDURES

### MANDATORY

This document various policies & procedures framed and followed by **The Omniscient Securities Pvt. Ltd.** ("Stock Broker") with respect to its dealing with its clients and as a stock broker on Bombay Stock Exchange Ltd. (BSE).

The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of Stock Broker, depending upon regulatory changes, its risk management framework, other market conditions, etc.

The said policies & procedures which are subject to upgradation in the same from time to time are produced below for the benefit and notice of all our clients.

#### A. Refusal of orders for Penny Stocks and/or Illiquid Stocks

In view of the risks associated in dealing with Penny Stocks and/or Illiquid Stocks, Stock Broker would generally advice its client to desist from trading in them. Further, SEBI, BSE or Stocks Broker may issue circulars or guidelines necessitating exercising additional due diligence by the clients, for dealing in such securities.

Although, the term "Penny Stock" is not defined by BSE /SEBI, a "Penny Stock" generally refers to a stock whose characteristics include but are not limited to:

- Small market capitalization;
- Trading at a price less than its face value;
- Have unsound fundamentals and or which may/may not be liquid (A list of illiquid securities is jointly released by BSE from time to time.)
- Stock Broker recognizes that it is the client's privilege to choose shares in which he / she would like to trade. However, Stock Broker likes to pay special attention to dealing in "Penny Stocks". To this end:
- Stocks Broker recognizes that it is the client's privilege to choose shares in which he / she would like to trade. However, Stock Broker likes to pay special attention to dealing in "Penny Stocks". To this end:
- Stock Broker may refuse to execute any client's orders in "Penny Stocks" without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny Stock" should be referred to Head - Dealing before such orders can be put in the market for execution.
- Clients must ensure that trading in "Penny Stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny Stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in "Penny Stock" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of Stock Broker.
- In case of sale of "Penny Stocks", clients should ensure the delivery of shares to Stock Broker before the pay-in date.
- Under no circumstances, Stock Broker shall be responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

The above list of criteria is an indicative list. Stock Broker may at its sole and absolute discretion define from time to time other category/criteria to treat a security as Penny Stocks and/or Illiquid Stocks.

#### B. Setting up Client's Exposure limits:

While setting up the exposure limits for and on behalf of the clients, Stock Broker broadly takes into consideration the regulatory requirement, client profile, internal risk management policy, market conditions, etc. Considering the said parameters the exposure limit for a client would be set up as follows:

- Exposure limits for each client is determined by the Risk Management System based on the Net Worth information, clients financial capacity, prevailing market conditions and Margin deposited by

the client in form of funds/securities with Stock Broker. These limits may be set exchange-wise, segment-wise, and scrip-wise.

- The limits are determined by Risk Management Department based on the above criteria and the payment history of the client in consultation with Sales / Sales traders.
- Stock Broker retains the discretion to set and modify, from time to time any clients exposure limit decided as above.
- Whenever any client has taken or wants to take an exposure in any security, Stock Broker may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, Stock Broker may refuse to trade on behalf of such client at its own discretion.
- In case of cash segment, Stock Broker may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by Stock Broker. On case to case Stock Broker may, at its sole and absolute discretion, give higher clean exposure limits to certain set of clients. Stock Broker reserves the right to withdraw clean exposure limit granted to the client at any point of time as its sole and absolute discretion. The client cannot raise any concern/dispute for the same.
- The Client will have to abide by the exposure limits set by Stock Broker.

#### **C. Applicable Brokerage Rate:**

For rendering the broking services, Stock Broker charges brokerage to the client. The Brokerage rate will be as per the terms agreed with the client at the time of client registration.

- Brokerage Rate is mutually decided between the Stock Broker and each client based on client's net worth, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI. BSE and/or Securities Contract Act and Rules or any other relevant statutes.
- The applicable brokerage rate will be mentioned in the Client registration form and any change in the brokerage rate in future will be communicated to the client.

The brokerage will be exclusive of the following except in cases where it is agreed otherwise:

- Service Tax and Education Cess
- SEBI /Exchange/ Clearing member charges
- Stamp duty
- Statutory charges payable to BSE/SEBI /GOVT. Authorities etc.
- Any other charges towards customised / specialised service.

#### **D. Imposition of penalty/delayed payment charges by either party specifying the rate and the period**

##### **(i) Imposition of penalties:**

BSE/Clearing Corporation/SEBI levies penalties on the broker for irregularities observed by them during the course of business. Stock Broker shall recover such imposed penalties/levies, if any, by BSE regulator/Clearing Corporation, from the client, which arise on the account of dealings by such client. Such recovery would be by way of debit in the ledger of the client and amounts would be adjusted against the dues owed by Stock broker to the clients.

##### **(ii) Delayed payment charges**

While dealing with stock Broker it is a responsibility of the client to ensure that the required margin obligation or settlement obligation or any other dues payable to Stock Brokers are paid within the time period stipulated by BSE or Stock Broker, whichever earlier.

In the event if the client defaults in meeting its above said obligations towards Stock Broker, Stock Broker shall have absolute discretion to charge and recover from the client's account, delayed payment charges at such rate, manner/interval as may be determined by Stock Broker from time to time for the delayed period.

Delayed payment charge is only a penal measure. The Client should not construe it as funding arrangement. The client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

The client will not be entitled to any interest on the credit balance/surplus margin available/kept with Stock Broker.

No interest or charges will be paid by Stock Broker to any client in respect of retention of funds or

securities towards meeting future settlement obligation and in respect of running account authorization.

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

The client shall fulfill all his/her/its settlement obligations and /or other liabilities to Stock Broker within the time frame stipulated by the Stock Broker or BSE, whichever is earlier.

Without prejudice to its other rights and remedies available under the member client agreement(s) executed/to be executed by and between the client and Stock Broker (hereinafter referred to as "the Agreement") or at law, Stock Broker shall be entitled, in its sole and absolute discretion, to liquidate/ close out all or any of the client's open/outstanding position, sell the client's securities (whether approved by Stock Broker or not) available with Stock Broker at any time to recover its dues without giving any notice to the client in the following circumstances:

- If the client fails to pay any margin, settlement obligations and / or other liabilities to Stock Broker within the time frame stipulated time frame;
- In the event that the market value of the client securities, lying as margin or bought by the client for which payment is not made by client, for any reason fall or is anticipated to fall, or circumstances arise or are likely to arise which may in the sole opinion of Stock Broker jeopardize its interest and expose it or is likely to expose it to any financial loss or damage.

Any and all losses (actual or notional), financial charges, damages on account of such liquidation/sell/ closing-out shall be borne by the client only.

**F. Shortages in obligations arising out of internal netting of trades**

- To determine the net obligation of a broker / trading-cum-clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligation towards clearing house may be nil but because of default by one or more clients in satisfying their obligations towards the broker, the broker internally might have shortages in fulfilling its obligation towards the other client(s). In such a situation, Stock Broker shall endeavor to collect the securities from the selling client and deliver it to the purchasing client within 48 hours, of the settlement date. In case the selling client is unable to deliver the securities within 48 hours, then Stock Broker shall attempt to purchase the securities from the market and deliver it to the purchasing client. If Stock Broker is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client.
- In case of shortage in meeting the settlement obligation, either party shall endeavor to make good such shortage through securities / value of shortage as per the Rules, Regulations and Bye-laws of the respective stock exchange(s).

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

Stock Broker shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under the following mentioned conditions:

- Extreme volatility in the market or in particular scrip or in the F & O segment.
- There is shortfall in the margin deposited by client with Stock Broker.
- There is insider trading restrictions on the client.
- There are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market.
- There are any restrictions imposed by Exchanges or Regulator on the volume of trading outstanding positions of contracts.
- The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- Stock Broker has reached its limit in that scrip.
- The Client has breached the client-wise limit.
- The Client has taken or intends to take new position in a security which is in the banned period.
- Due to abnormal rise or fall in the market, the markets are closed.
- Failure by the client in providing sufficient/adequate margin(s) and/or insufficient/inadequate free

credit balance available in client's broking account with Stock Broker.

**H. Temporarily suspending or closing a client's account based at the Client's request:**

- Any client desirous of temporarily suspending his/her its trading account has to give such request in writing to the Management. After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client account, a request in writing should be made by the client to the management and the management may ask for updated financial information and other details for reactivating such account. After receiving necessary documents, details, etc. and approval from the management, the client account will be reactivated and transaction will be carried out.
- Similarly, any client desirous of closing his/her/its accounts permanently is required to inform in writing and the decision in this regard will be taken by the management. After necessary approval from the management, the client code will be deactivated. Only after scrutinizing the compliance requirements and a "no pending queries" confirmation is taken, securities and funds accounts will be settled.

**I. Deregistering a Client:**

Stock Broker may, at its sole and absolute discretion, decide to deregister a particular client. The illustrative circumstances under which Stock Broker may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicated by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
- Such client's account has been lying dormant for a long time or the client is not traceable.
- Such client has been declared insolvent or any legal proceedings to declare his/her/its as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of Stock Broker or may act as detriment to Stock Broker prospects.
- Under no circumstances, any action taken by stock Broker in any of the above circumstances till the date of registration shall be challenged by the client and stock broker shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

**J. Policy for Inactive clients / Dormant Account Policy**

- Any client who has not traded in any segment of BSE with Stock Broker for last six months calculated from the beginning of every financial year or such other period as may be decided by Stock Broker at its sole and absolute discretion then such client would be termed as a Dormant/Inactive Client.
- The broking account of such client shall be deactivated / suspended temporarily by Stock Broker. If the client wants to activate the broking account then a request for reactivating the broking account should be sent in writing. Such request for reactivation should be accompanied along with such documentary evidence as may be specified by Stock Broker from time to time.
- If the client is tagged as a Dormant / Inactive client, then the funds / securities lying with Stock Broker may be refunded / returned to the clients at his/her/ its last known bank account/DP account or send at last known address of the client as per Stock Broker record.

Signature of the Client  \_\_\_\_\_

**BROKERAGE AND STATUTORY CHARGES**

Further, I agree to the following terms of doing business

Segment	Sq. off %		Sq. off Min (ps)		Settlement %		Settlement Min (ps)	Delivery %	Delivery Min (ps)
	Buy	Sell	Buy	Sell	Buy	Sell			
BSE Cash									
BSE F&O									
NSE Cash									
NSE F&O									
MCX-SX									

The above given brokerage will be exclusive of the following charges.

	BSE Cash	BSE F&O	NSE Cash	NSE F&O	MCX-SX
Transaction charges					
Sq. up Stamp Duty					
Del. Stamp Duty			N. A.	N. A.	N. A.
STT	Actual	Actual	Actual	Actual	Actual
Service Tax as Applicable					

**Note:** 1. Inter settlement / DP transaction charges arising out of purchase / sell transactions effected by constituents will be debited to Constitute Account.  
2. The above charges are subject to change by the regulatory authorities or Government agencies.

Signature of the Client  \_\_\_\_\_

FOR OFFICE USE ONLY						
UNIQUE CONSTITUENT CODE: (To be inserted by the Brokerage Firm)						
	NAME		SIGNATURE AND DATE			
AUTHORISED BY						
ENTERED BY						



## NON-MANDATORY CLAUSES - ADDENDUM TO AGREEMENT

### Additional terms and conditions for the purpose of mutual convenience and smooth conduct of business-relations

(As permitted under para # 3 of the SEBI Circular Ref. No. SEBI/MIRSD/DPS-1/ Cir-31/2004 dated August 26, 2004)

This document outlines various clauses framed and followed by M/s. **The Omniscient Securities Pvt. Ltd.** (Stock Broker) with respect to its dealing with its clients and as a stock broker on Bombay Stock Exchange Ltd. ("BSE")

1. The Client agrees that, it shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted Derivatives/F&O contracts as fixed/specified by the Stock Exchange from time to time.
2. The Stock Broker may appoint from time to time any person(s)/ agency(ies) at its sole and absolute discretion to undertake the verification of the Client's identity and address for conducting the Client's due diligence, outsourcing of operational activities including but not limited to various statements/ reports relating to Clients and/or for carrying out the acts mentioned in or in relation to this agreement. The Client hereby give his/her/its consent to the Stock Broker to undertake the verification of the Client's identity and address, outsourcing of operational activities and or to disclose all his/her/its information to such person(s)/ agency(ies) appointed by the Stock Broker.
3. The Client hereby agrees to pay such interest free security deposits as may be decided by the Stock Broker from time to time. This deposit may be refunded only one year after the Client discontinues his/her/its dealing with the Stock Broker to safeguard against future liabilities.
4. The Stock Broker and/or its employees shall not be liable for the losses, if any, caused by the Client, either directly or indirectly, by Government restriction, Stock Exchanges or market rulings, suspension of trading, war, earthquake, flood, accident, power failure, equipment or software malfunction, strikes or any such unforeseen circumstances beyond the control of Stock Broker.
5. The Client hereby undertakes to indemnify and keep the Stock Broker, indemnified and harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly , owing to bad delivery of shares/securities and/or as a result of fake/forged/stolen/transfer documents that are introduced or that may be introduced by or through the Client during the course of his/her/its dealing/ operations on the Stock Exchange through the Stock Broker.
6. All monies, securities or other property, which the Stock Broker may hold on Client account, shall be held subject to a general lien for the discharge of Client's obligations to Stock Broker under this agreement.
7. The Client shall deliver the securities or make payment of funds promptly for the transaction of sale/ purchase of securities in order to honour his/her/its obligation to the Stock Broker. The Stock Broker shall not be responsible for auction of securities due to non-delivery or erroneous delivery of shares. The Client shall reimburse to the Stock Broker, the difference in the price on auction, penalty and other charges, as applicable, in case of non-delivery of securities sold by the Client through the Stock Broker. The Client shall also reimburse to the Stock Broker, the charges levied by the bank in case of dishonour of cheque due to non-availability of sufficient funds in the Client's Account.
8. In the event of any short delivery from the Stock Exchanges, the Stock Broker upon the receipt of deliveries from the stock exchange shall deliver the securities to the Client. In case the Stock Broker is unable to give delivery of the securities to its Client on account of short delivery by its another Client, the settlement of the transaction shall take place as per the policy of the Stock Broker.
9. The Client agrees that he/she/it shall be solely responsible to calculate/ascertain the margin requirement, as specified by the Stock Exchanges or the Stock Broker, from time to time on his/her/its open/outstanding positions with the Stock Broker and accordingly furnish the same without any delay.
10. The client hereby authorizes the Stock Broker to withhold the securities bought by him/her/it and or securities delivered by him/her/it as margin for non-receipt of payment due to the Stock Broker from the Client. The Client further authorizes the Stock Broker to liquidate/close out all or any of the Client's

open/outstanding position and/or sell the securities retained by it for non-payment of dues/obligation by the Client at any time to recover its dues without giving any notice to the Client.

11. The Client hereby agrees and undertakes to deliver the securities only from his/her/its own beneficiary account and not from any other beneficiary account.
12. In the event if the Client defaults in meeting its above said obligations towards Stock Broker, Stock Broker shall have absolute discretion to charge and recover from the Client's account, delayed payment charges at such rate/manner/interval as may be determined by Stock Broker from time to time for the delayed period.

The Client will not be entitled to any interest on the credit balance/surplus margin available/kept with Stock Broker.

Penalty and other charges levied by exchanges pertaining to trading of the Client shall be recovered from the respective Client.

No interest or charges will be paid by Stock Broker to any Client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

13. The Stock Broker reserves the right to refuse to execute any particular transaction, and it shall be at the discretion of the Stock Broker to amend or change from time to time, as the Stock Broker deems fit any of the terms and conditions recorded in his agreement.
14. The Client shall be required to pay brokerage on the trade executed at his behest at such rates as may be decided from time to time by the Stock Broker.
15. The Client authorizes the Stock Broker to recover any liability or expenses incurred for any transactions entered by the Stock Broker on behalf of the Client.
16. The Client agrees that he/she/it shall pay the stamp duty required to be paid on the execution of this Agreement, Contract Notes and all instruments required to be executed by the Stock Broker and/or the Client for his/her/its transactions in pursuant of this Agreement. Further, without prejudice to the aforesaid, the Client agrees to pay any additional stamp duty, if required to be paid on any of the said instruments, by virtue of the said instrument being received in any other State other than the State where the instrument is executed. Notwithstanding, the aforesaid the Stock Broker is entitled to pay the said stamp duties on behalf of the Client's and the Client hereby agrees to reimburse the same to the Stock Broker.
17. The onus of collecting the Contract Notes for the trades executed on behalf of the Client shall rest only with the Client and in case on non - collection, the Contract Notes will be dispatched through ordinary post or through courier and it shall be deemed to be effective delivery of the contract note to the Client.
18. The Client hereby authorises the Stock Broker to dispatch the Contract Notes, bills, confirmation memos and other papers by post or by courier or by hand delivery or by fax or by auto e-mail or by other mode including web access. Any discrepancy in any of the above documents shall be reported by the Client to the Stock Broker with in a period of two days from the date of the documents, otherwise the Stock Broker will presume that there is no discrepancy in the rate, quantity of the share/securities/contracts bought or sold and rate of the brokerage and other levies thereon and that all the documents thus sent to the Client are in order. The Client hereby agrees that in the absence of any communication from him/her/it regarding any discrepancy as stipulated above, the same shall be treated as deemed acknowledgment of the transaction.
19. All the notices or communication issued under this agreement shall be served in any one or more or all of the following ways and such notice or communication shall be served at the ordinary business address and/or ordinary place of residence and/or last known address of the Client in any or more of the following ways:
  - by post,
  - by registered post,
  - under certificate of posting,
  - by express delivery post,
  - by telegram,
  - by affixing it on the door at last known business or residential address,
  - by oral communication to the party or on the last known telephone number,
  - by sending a message through trading system,
  - by electronic mail or fax,
  - by hand delivery



20. Any communication sent by the Stock Broker to the client shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Broker as unclaimed/ refused/ undelivered, if same is sent to the ordinary business address and/or ordinary place of resident and/or last known address of the Client, in any one or more of the ways as mentioned above.
21. The Client hereby agrees, confirms and declares that in the event of this failing to make payment of consideration to the Stock Broker in respect of any one or more securities purchased by him before the pay-in date notified by the Stock Exchanges from time to time, the Stock Broker may, at its sole and absolute discretion, sell his securities received in pay-out, in proportion to the amount not received from him, after taking into account any amount lying to the credit of the Client with the Stock Broker, by selling equivalent securities at any time on any Stock Exchange not later than the fifth trading day reckoned from the date of pay-in. The loss or profit, if any, on account of the above transaction shall be to the account of the Client.
22. The Client hereby agrees, confirm and declares that he will deliver the securities sold by him only from his own Depository Account and not from the Depository Account(s) of others. The Client's hereby further agrees and confirms that in case the securities sold by him are delivered from the Depository Account of others then the Stock Broker shall have a right to consider this delivery as non-delivery. In such an event the Client hereby authorizes the Stock Broker to buy the equivalent securities in his account at the prevailing market rate or either on the day on which it is identified by it that the securities have not been received from the Depository Account of the Client or on the following day and the resultant loss, if any, in this regard shall be to the account of the Client only.
23. The Client hereby agrees that he/she/it will not register as a Sub-Broker registered with SEBI without prior written approval of the Stock Broker. The Client further agrees and undertakes that he/she/it will not affect any third party transaction during the course of any of his/her/its dealing through the Stock Broker. The Client undertakes to indemnify the Stock Broker against any losses/damages suffered by the Stock Broker if the Client indulges in any third party transaction or sub-broking business without its prior written approval.

**The Client's Signature/ Authorised Signatory:**

**For**  
**The Omniscient Securities Pvt. Ltd.**

Signed by: 

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name of the client:

Name of the Member:  
**The Omniscient Securities Pvt. Ltd.**

WITNESS:

WITNESS:

1	Name & Address:_____ _____ _____ Signature	1	Name & Address:_____ _____ _____ Signature
2	Name & Address:_____ _____ _____ Signature	2	Name & Address:_____ _____ _____ Signature

Note:

1. All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between parties.
2. In the event if the Client does not wish to opt for the Voluntary Clauses, in part or in whole, then the Client may delete such clauses(s) before executing the same.



SUPPLEMENTAL VOLUNTARY (OPTIONAL) TRADING MEMBER-CLIENT AGREEMENT (ITORS TRADING)

THIS SUPPLEMENTAL AGREEMENT ("this Agreement") is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **The Omniscient Securities Pvt. Ltd.**, a body corporate, incorporated under the provision of the Companies Act, 1956, having its registered office at 1003, 10th Floor, P. J. Towers, Dalal Street, Mumbai - 400 001 hereinafter referred to as "the Member", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Trading its successors, as the case may be ) of the ONE PART;

AND

\_\_\_\_\_, an individual, having his/her residence/office at \_\_\_\_\_ hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives) of the OTHER PART;

OR

M/s. \_\_\_\_\_, a sole proprietary concern of Mr./Ms./Mrs. \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the other PART;

OR

M/s. \_\_\_\_\_, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its address at \_\_\_\_\_, hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and its/his/her/their respective heirs, executors, administrators and legal representatives) of the other PART;

OR

M/s. \_\_\_\_\_, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_, and a branch office in Mumbai at \_\_\_\_\_, hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the other PART;

WHEREAS:

- (i) The Trading Member is a Trading Member of Bombay Stock Exchange Ltd, ("**the Exchange**") and is also registered with the Securities & Exchange Board of India ("**SEBI**") as a stock broker with SEBI Registration No. INB011047439;
- (ii) The Client is a client/constituent of the Trading Member, and the Trading Member and the Client have entered into a Trading Member-Client Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in accordance with the model agreement prescribed by SEBI ("**the Main Trading Member-Client Agreement**");
- (iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Trading Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Trading Member and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to the Trading Member's ITORS Service to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN THE TRADING MEMBER AND CLIENT as follows:

## 1. Definitions:

- 1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-
- (i) **“the Exchange”** means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
  - (ii) **“Exchange Provisions”** means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
  - (iii) **“ITORS”** means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
  - (iv) **“ITORS Account Application”** means the application submitted by the Client to the Trading Member to permit the Client to avail of the Trading Member’s ITORS Service.
  - (v) **“ITORS Service”** or **“Service”** means the service offered by the Trading Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Trading Member’s ITORS System.
  - (vi) **“Trading Member’s ITORS System”** or **“Trading Member’s ITORS WebSite”** means the web site hosted by the Trading Member on the internet through which the Trading Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
  - (vii) **“Password”** means an alphanumeric code used by the Client to validate his/her username and access the Service.
  - (viii) **“SEBI”** means the Securities & Exchange Board of India.
  - (ix) **“Username”** means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- 1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

## 2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:

The Trading Member agrees to provide the Trading Member’s ITORS Service to the Client, and the Client agrees to avail of the Trading Member’s ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Trading Member’s ITORS Web Site.

## 3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Trading Member’s ITORS System for availing of the Service.
- 3.2 The Client is aware that the Trading Member’s ITORS System itself generates the initial password and that the Trading Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Trading Member.
- 3.3 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 Trading Member’s ITORS System using the Client’s Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Trading Member of any unauthorised use of the Client’s Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Trading Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Trading Member's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Trading Member in writing with full details if:
- (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Trading Member's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Trading Member in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's ITORS System to discontinue the use of the Client's old Password and the Trading Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Trading Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Trading Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 The Trading Member may from time to time impose and vary limits on the orders which the Client can place through the Trading Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member's risk perception and other factors considered relevant by the Trading Member, and the Trading Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Trading Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Trading Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading Member 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 Trading Member.
- 4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Trading Member's ITORS System, the Trading Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Trading Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security

is trading when his order is entered into the Trading Member's ITORS System.

## **5. MARGIN:**

The Client agrees and undertakes to immediately deposit with the Trading Member such cash, securities or other acceptable security, which the Trading Member may require as margin. The Client agrees that the Trading Member shall be entitled to require the Client to deposit with the Trading Member a higher margin than that prescribed by the Exchange. The Trading Member shall also be entitled to require the Client to keep permanently with the Trading Member a margin of a value specified by the Trading Member so long as the Client desires to avail of the Trading Member's ITORS Service.

## **6. CANCELLATION REQUESTS**

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Trading Member is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Trading Member shall be entitled to cancel the relative contract(s) with the Client.

## **7. BROKERAGE, COMMISSIONS AND FEES**

- 7.1 The Client agrees to pay the Trading Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Trading Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Trading Member to the Client from time to time upon request by the Client.

## **8. CONFIRMATIONS**

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Trading Member's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

## **9. INVESTMENT ADVICE**

- 9.1 The Client acknowledges that the Trading Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Trading Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Trading Member or any of its employees.
- 9.3 The Client agrees that in the event of the Trading Member or any employee or official of the Trading Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Trading Member shall not be liable or responsible for the same.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 The Trading Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## **10. SUPPLEMENTAL TO MAIN TRADING MEMBER – CLIENT AGREEMENT:**

This Agreement is supplemental to, and does not supersede, the Main Trading Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Trading Member's ITORS WebSite, the provisions of the Main Trading Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Trading Member and the Client pursuant to or otherwise relating to the Trading Member's ITORS Service.



## 11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Trading Member that:

- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Trading Member has agreed to provide the Trading Member's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Trading Member's ITORS Service may at any time be unavailable without further notice. The Trading Member and the Exchange do not make any representation or warranty that the Trading Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Trading Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Trading Member's ITORS WebSite in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Trading Member (or to the Trading Member's representative) shall be binding on the Client.

## 12. REPRESENTATIONS AND WARRANTIES OF THE TRADING MEMBER:

The Trading Member represents and warrants to the Client that :-

The Trading Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Trading Member has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Trading Member will commence the Trading Member's ITORS Service only after the Exchange has approved the Trading Member's ITORS System.

## 13. MARKET DATA

- 13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Trading Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Trading Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

## 14. NOTICES

- 14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:



**To the Trading Member at: The Omniscient Securities Pvt. Ltd. To the Client at:** \_\_\_\_\_

Name of the person concerned : \_\_\_\_\_

Name of the person concerned : \_\_\_\_\_

Address: 1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai - 400 001.

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

Fax No.: 2272 2383

Fax No. : \_\_\_\_\_

E-mail: omniscientsecurities@hotmail.com

E-mail : \_\_\_\_\_

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

#### **15. EXTRAORDINARY EVENTS**

The Trading Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Trading Member's control.

#### **16. AMENDMENT TO AGREEMENT**

The Client understands and agrees that the Trading Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Trading Member's ITORS WebSite) at any time and from time to time, without prior notice.

#### **17. TERMINATION OF AGREEMENT:**

17.1 The Client agrees that the Trading Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Trading Member to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Trading Member, provided that unless the Trading Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Trading Member.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

#### **18. SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

#### **19. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

#### **20. LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have


jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

20.2 This Agreement and all contracts and transactions between the Trading Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

	Client	Stock Broker
Name / Trade Name		The Omniscient Securities Pvt. Ltd.
Title / Designation		Director/ Authorised Signatory
Sign		
Witness (1) Signature  Name and Address		
Witness (2) Signature  Name and Address		

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**INTERNET TRADING AGREEMENT VOLUNTARY (OPTIONAL) (FOR NSE TRADING)**

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
between **THE OMNISCIENT SECURITIES PVT. LTD.** (member of National Stock Exchange of India Ltd.  
hereinafter called MEMBER and having its registered office at 1003, 10th Floor, P. J. Towers, Dalal Street,  
Mumbai-400 001 and \_\_\_\_\_  
\_\_\_\_\_ a individual;/company/trust/firm or any other body duly formed  
and registered under the relevant Act, hereinafter called the CLIENT, having its residence/registered office at  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESSTH**

Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with  
SEBI registration No.: INB231047433 in the Capital Market/ Cash Segment, SEBI registration number  
INF231047433 in the Futures and Options Segment of National Stock Exchange of India Limited.

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange  
as defined in the Bye-Laws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to  
execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the  
MEMBER before executing orders through him.


Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial  
soundness of the CLIENT and investment objectives relevant to the services to be provided.

Whereas the MEMBER has taken steps and 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 on that liability and the  
capacity in which it acts.

In consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed  
to the following terms and conditions:

1. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations  
and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force  
from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and  
paying for or delivering or transferring securities which the client has ordered to be bought or sold,  
MEMBER may close out the transaction of the client and the client or his legal representative shall be  
liable for any losses, costs and be entitled to any surplus which may result there from.
3. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual  
consent of the parties by giving at least one month written notice. Such cancellation or termination shall  
not have any effect on transaction executed before the date of such notice of termination and the parties  
shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in  
accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The CLIENT is aware that authentication technologies and strict security measures are required for the  
internet trading through order routed system and undertakes to ensure that the password of the CLIENT  
and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders  
of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such  
cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.

8. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within 24 hours from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/ differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contract are subjects to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and regulations of the Exchange.

	Client	Stock Broker
Name / Trade Name		<b>The Omniscient Securities Pvt. Ltd.</b>
Title / Designation		Director/ Authorised Signatory
Sign		
Witness (1) Signature		
Name and Address		
Witness (2) Signature		
Name and Address		

VOLUNTARY

INTERNET TRADING LETTER

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

To,

**THE OMNISCIENT SECURITIES PVT. LTD.**

1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai-400 001.

**Sub.: Internet Trading**

Dear Sir,

We wish to trade through internet on **National Stock Exchange/Bombay Stock Exchange** and confirm that we are fully aware of and understand the risks associated with availing of a service of routing orders through internet including the risk of misuse and unauthorized use of our Username and or Password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorisedly routing order on behalf of us through the System. We agree that we shall be fully liable and responsible for any and all unauthorised use and misuse of our Password and/or Username and also for any and all acts done by any person through your ITORS system on our Username in any manner whatsoever.

We hereby confirm you to sent our Username and Password on the below mentioned e-mail address.

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

Thanks and best regards

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

For: \_\_\_\_\_

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

Trading Code: \_\_\_\_\_

VOLUNTARY

DECLARATION TO BE GIVEN BY THE PROPRIETOR OF SOLE PROPRIETORSHIP FIRM

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

THE OMNISCIENT SECURITIES PVT. LTD.  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai - 400 001.

Dear Sir,

I refer to the trading account opened with you in the name of .....  
and declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a  
sole proprietorship firm as per regulations. To facilitate the operation of the above trading account with you  
and for the purpose of completing the share transfer obligations pursuant to the trading operations, I  
authorize you to recognize the beneficiary

account no. .... with the depository .....  
opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed  
through transfer (s) to/from the above mentioned account. I recognize and accept transfer made by you to  
the aforesaid beneficiary account as completion of obligations by you in respect of trade executed in the  
above trading account of the firm.

Further I, the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities  
thereof. I shall advice you in writing of any change that take place in the constitution of the firm and will be  
personally liable to you for all the obligation that the firm may incur in the course of dealings with you and  
undertake to personally discharge such liabilities.

The cheques/DDs (electronic/physical) shall be issued by me from my individual account with any bank  
and the amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship  
firm M/s..... with  
your company.

Yours truly,

Name of the Proprietor:\_\_\_\_\_

Signature of the Proprietor  \_\_\_\_\_



HUF DECLARATION

VOLUNTARY

Date :  
To,  
THE OMNISCIENT SECURITIES PVT. LTD.  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai-400 001.

Dear Sir,  
I hereby request you to open our trading account with you, for our HUF.  
Being Karta of my family, I hereby declare that following is the list of family members in our HUF, as on date of Application, i.e.\_\_\_\_\_.

SR. NO.	NAME OF FAMILY MEMBERS	RELATIONS	DATE OF BIRTH	CO-PARCENERS SIGN.

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date for making this Application to open new Account.  
I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that any changes in the constitution of HUF will be intimated by me.  
Thanking you,  
Yours truly,



Signature (Please Affix the stamp of HUF)

Declaration to be given by partnership on Letter head of the firm

Date:  
To,  
THE OMNISCIENT SECURITIES PVT. LTD.  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai - 400 001.

VOLUNTARY

Dear Sir,  
We refer to the trading account being opened/opened with you in the name \_\_\_\_\_ and declare and authorize you as under.  
We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership 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 \_\_\_\_\_ opened as a joint account in the names of the partner of the firm.  
We agree that the obligations for shares purchased and /or sold by the firm will be handled and completed through transfer to/ from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.  
We hereby authorize \_\_\_\_\_, partner in the firm to execute / sign and submit such documents, agreements, deeds etc. as any be necessary to enter into the agreement and engage in business with **The Omniscient Securities Pvt. Ltd.** and to place order for buying and selling of securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in family accounts.

Name of Partners (In Block Letters)	Signatures

ON THE LETTER HEAD OF COMPANY:  
(For Corporates)

VOLUNTARY

Certificate dated\_\_\_\_\_

submitted by \_\_\_\_\_ to

SHARE HOLDING PATTERN of \_\_\_\_\_ as on \_\_\_\_\_

EQUITY / PREFERENCE (Please indicate and use separate sheets for equity / preference shares)

Sr. No.	Name \$	Number of shares held	Face value per share	Amt Paid up (Rs. In lakh)	% of total
1					
2					
Others					
TOTAL					100 %

\$ All initials to be expanded

NOTES :

Persons holding 5% or more of the paid up capital should be shown seperately and not clubbed in Others.

Date :

Place :

Authorised Signatory/Director (s)

CERTIFICATE

This is to certify that the shareholding in \_\_\_\_\_ as given above,  
based on my/our scrutiny of the books of accounts, records and documents it is true and correct to the  
best of my/our knowledge and as per information provided to my/our satisfaction.

Place:

For (Name of Accounting Firm)

Date:

Name of Partner/Proprietor

Chartered Accountant

Membership Number

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FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS

VOLUNTARY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSSED AT THE MEETING OF THE BOARD OF  
DIRECTORS / TRUSTEES OF \_\_\_\_\_ LTD / TRUST  
AND HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_

\_\_\_\_\_ HELD ON \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 200\_\_\_\_\_ AT \_\_\_\_\_ AM / PM.

RESOLVED THAT

1) The company is empowered to deal in Equities, Currency, Derivatives, Debentures & other products and agrees to  
the terms of The Omniscient Securities Pvt. Ltd. Member-Client Agreement dated \_\_\_\_\_

2) The Omniscient Securities Pvt. Ltd. is hereby authorised to act on the oral or written instructions of any one or  
more of the following persons:

Name(s)

Signature(s)

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

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

Signature of Chairman / Director

Signature of Company Secretary

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

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

(Please attach a certified true copy of the Board Resolution)

**RUNNING ACCOUNT AUTHORISATION**

**VOLUNTARY**

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

**THE OMNISCIENT SECURITIES PVT. LTD.**

1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai-400 001.

Dear Sir,

I/We are dealing through you as a client in Capital Market, Derivatives and/or Future & Option segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

- 1 I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/otherfuture obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.
- 2 I/We request you to retain securities with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
- 3 I/We request you to settle my fund and securities account, once in every calendar Quarter or ? Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4 In case I/We have an outstanding obligation 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 obligations for next 5 trading days, calculated in the manner specified by the exchanges.
- 5 I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
- 6 I/We confirm you that I can revoke the above mentioned authority by giving 15 working days notice in writing to you.

Thanking you,  
Yours faithfully,

Signature of the Client  \_\_\_\_\_

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

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

AUTHORISATION FOR ELECTRONIC CONTRACT NOTE

VOLUNTARY

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

To  
**THE OMNISCIENT SECURITIES PVT. LTD.**  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai-400 001.

Dear Sir,  
I/We have been/shall be dealing through you as may/our broker on the Capital Market, Derivatives and/or Futures & Options 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.

I/We understand that, I/We have the option to receiver 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. 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 account(s)/email id on your record for sending the contract notes to me/us.

1.....

2.....

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

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 services, 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 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 nonreceipt/ delayed receipt for nay reason whatsoever.

**Send in Physical mode**

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 of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

I/We understand that I am required to intimate any change in the email id/email account mentioned herein above needs to be communicated by me through a physical letter to you, provided however that if I/We am/are an internet client then in that.

Thanking you  
Yours faithfully

Signature of the Client  \_\_\_\_\_

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

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

## LETTER OF AUTHORITY

**VOLUNTARY**

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

### **THE OMNISCIENT SECURITIES PVT. LTD.**

1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai-400 001.

Dear Sir,

#### **Sub: Letter of Authority -Cash/F&o/Currency Segment of BSE/NSE/MCX-SX**

I/We are dealing in securities with you at BSE/NSE/MCX-SX in Cash, F&O & Currency Segment and in order to facilitate ease of operations, I/We authorise you as under:

1. I/We authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf.
5. I/ We request you to retain Securities in your Demat account for my/our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.
8. I/We request that you may send/despatch me/us contract notes other documents through E-mail : on my/our designated e-mail address of \_\_\_\_\_.  
We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me/us and will not dispute the same.
9. I/We will inform you the change my/ our my e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
10. I/We authroize Mr./Ms. \_\_\_\_\_ to deal/transact on my/our behalf and to place order, give instructions, make and 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 to 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, deed and things validity done by me/us to all intents and purposes.
11. Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in

processing or note processing buy or sell Orders either in part or in full. I/ We agree that I/ We shall be fully liable and responsible for any such problems / fault.

- 12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
- 13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
- 14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
- 15. All fines/penalties and changes lived upon you due to my acts/deeds or transactions may be recovered by you from my account.
- 16. I/We have a trading as well as depository relationship with ..... Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Thanking you,  
Yours faithfully,  
Signature of the Client  \_\_\_\_\_  
Name of the Client : \_\_\_\_\_  
Client Code : \_\_\_\_\_



DECLARATION FOR MOBILE NO.

VOLUNTARY

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

THE OMNISCIENT SECURITIES PVT. LTD.  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai - 400 001.

Dear Sir,

I, \_\_\_\_\_ having PAN No. \_\_\_\_\_ do hereby  
declare that my mobile no. is \_\_\_\_\_ . Further, I authorize \_\_\_\_\_ that  
the same may be used for giving me any information/alert/sms/call.  
I further declare the above mentioned statement is true and correct.

Thanking you,  
Yours faithfully,

Signature of the Client  \_\_\_\_\_

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

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

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VOLUNTARY

CLIENT DEFAULTER DECLARATION

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

THE OMNISCIENT SECURITIES PVT. LTD.  
1003, 10th Floor, P. J. Towers,  
Dalal Street, Mumbai - 400 001.

Dear Sir,

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_ do  
herby declare that I have not been involved in any terrorist activity and I have not been declared as  
defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory  
bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.I further declare that the above mentioned  
declaration/statement is true and correct.

Thanking you,  
Yours faithfully,

Signature of the Client  \_\_\_\_\_

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

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

Dear Customer,

**Subject : Prevention of Money Laundering Act (PMLA)**

Subject to the requirements under the Prevention of Money Laundering Act, 2002 (PMLA), guidelines issued by RBI and SEBI from time to time, the prospective clients (those persons who want to become clients of The Omniscient Securities Pvt. Ltd.) are requested to note the following Anti Money Laundering (AML) procedures:

1. No account can be opened in fictitious / benami name or on an anonymous basis.
2. No account will be opened where prospective client is unable to prove / submit 1) Identity Proof 2) Address Proof 3) PAN Card and other information / documents demanded by The Omniscient Securities Pvt. Ltd. which are essential for account activation as per SEBI guidelines.
3. Complete and correct contact details like Telephone No., mobile / cell no., Email address should be provided for easy and prompt communication.
4. Please indicate your occupation and the Income Range to which you belong at the appropriate place in the KYC Kit (application form) This is very essential Applications without these details are liable to be rejected.
5. No cash will be accepted by The Omniscient Securities Pvt. Ltd. under any circumstances. You will make all payments to us by means of a Cheque / DD payable at our branch and similarly all payments due to you are paid by means of a cheque / DD payable at the place registered with The Omniscient Securities Pvt. Ltd..
6. The Omniscient Securities Pvt. Ltd., at its sole discretion, reserves the right to ask for additional information / documents relating to income such as Bank a/c statements, Income Tax returns and / or net worth statements as may be required under PMLA, 2002 from time to time and as a client you are required to supply such information / documents.
7. The Omniscient Securities Pvt. Ltd. reserves the right to verify the details provided in the KYC by the Client like Residential / Official address, Telephone No. by visiting / calling etc. (as a done in credit card verification). Hence correct and complete details must be given.
8. Apart from the above, under PMLA, 2002, in order to discourage and identify any money laundering or terrorist financing activities, financial intermediaries like our Company may call for additional disclosures relating to your transactions.
9. Please produce all supporting documents in original together with a copy and originals will be returned to you after verification.
10. We hope you will have a happy and a profitable association with.

Thanking you,  
Yours faithfully,

Signature of the Client  \_\_\_\_\_

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

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

## THIS IS MUST READ FOR EVERYBODY DEALING IN STOCK MARKET

### Because ignorance of law is not an excuse in the court of law

- Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, **may land us in trouble.**
- There is an Act called **Prevention of Money Laundering Act 2002.(PMLA)**
- The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalize the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.
- This act is a part of the Global measures being taken by all the countries under the initiatives of UN agencies.
- It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets.
- It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELLIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.
- Any such above types of transaction, though not executed but attempted and failed are also required to be reported.
- The suspicious transaction can be related to the transaction under the circumstances such as;
  - Clients whose identity verification seems difficult or clients that appear not to cooperate
  - Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
  - Clients based in high risk jurisdictions;
  - Substantial increases in business without apparent cause;
  - Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
  - Attempted transfer of investment proceeds to apparently unrelated third parties;
  - Businesses undertaken by offshore banks/financial services,
  - Businesses reported to be in the nature of export/import of small items.
  - Unusual transactions by Clients of Special Categories (CSCs).
- Clients of Special Categories may include;
  - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
  - Companies having close family shareholdings or beneficial ownership
  - Politically Exposed Persons
  - Companies offering foreign exchange offerings
  - Clients in high risk countries
  - Non face to face clients
  - Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at <http://www.un.org/sc/committees/1267/consolist.shtml>.

- While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.
- All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.
- This is the highlights of the requirements under the Act. Subbrokers / Authorised Persons / Remissers are advised to go through the SEBI's master circular at <http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf> for detailed information and understanding and also to visit the website of FIU-IND at <http://fiuindia.gov.in>
- The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.

**Confirmation of Receipt of executed documents**

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


Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of KYC, MCA, RDD and all other documents as executed by me/us. I/We acknowledge that the other details related to my/our account are as under:

Trading Code\_\_\_\_\_

UCC\_\_\_\_\_

My Email Id\_\_\_\_\_

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



## THE OMNISCIENT SECURITIES PVT. LTD.

REGD. OFFICE : 1003, 10<sup>TH</sup> FLOOR,  
P. J. TOWERS, DALAL STREET,  
MUMBAI - 400 001.

PHONE : 2272 2379/80/81

FAX : 91-22-2272 2383

E-MAIL : omniscientsecurities@hotmail.com

WEBSITE : www.omniscientsecurities.com

### CLIENT REGISTRATION APPLICATION FORM

The documents in this docket are mandatory

(As prescribed by SEBI circular no. SEBI/MIRSD/DPS-I/Cir-31/2004 /dated/ 26 / August 2004)

CLIENT CODE : \_\_\_\_\_

CLIENT NAME : Mr/Mrs/M/s \_\_\_\_\_

ADDRESS : \_\_\_\_\_

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

#### GENERAL INSTRUCTIONS:

- Please fill up the form in CAPITAL letters.
- Please countersign any over writings.
- If any information required to be given does not fit in the form, an Annexure may be used.
- Each client has to use one registration form. In case of Joint names/family members, please submit separate forms for each person.
- In case of individuals, a copy of the latest Income Tax Return should be attached if he is a tax payer.
- Information tendered herein shall be kept confidential unless required by the exchange, SEBI or any statutory body or authority.
- Risk Disclosure Document and Client Agreement attached to this form must be signed by the client.
- Original documents of the photocopies will be required for verification at the time of submission of the application.
- **Incase of individuals whose employer is stock broker, NOC is required**
- **PAN photocopy is mandatory for all.**