

1. **Client Name** : \_\_\_\_\_  
2. **Client Code** : \_\_\_\_\_  
3. **Branch Name** : \_\_\_\_\_  
**& Address** \_\_\_\_\_  
\_\_\_\_\_  
4. **Sub Broker Name** : \_\_\_\_\_  
5. **Date of activation** : \_\_\_\_\_

**CLIENT REGISTRATION FORM  
INDIVIDUAL**

**NEW BERRY CAPITALS PRIVATE LIMITED**

**MEMBER:** NATIONAL STOCK EXCHANGE OF INDIA LIMITED  
BOMBAY STOCK EXCHANGE LTD.

**SEBI REGN. NO.**

NSE Cash Segment:INZ९९९९९ Ì H  
BSE Cash Segment:INZ९९९९९ Ì H

NSE Derivatives Segment:INZ९९९९९ Ì H  
CDSL DP:IN-DP-CDSL-703-2013

**Corporate Office** : A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013. Tel.: +91 22 3050 8442

**Registered office:** A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013. Tel.: +91 22 3050 8442

**Website:** www.newberrycapitals.in

**FOR OFFICE USE ONLY**

Ref. Code		Client Code (UCC)	
Br./Master Franchise Code		Franchise Code	
	Name	Empl./AP/SB Code	Signature & Date
AP/Introducer / Source			
Sub-Broker / Sub Franchise			
Tele Marketing Executive			
RM/SE			
Dealer			
Branch Manager			
Punched by			
Verified by			
Authorised by			

**REMARKS**

- 1) Brokerage Approval :  Yes     No
- 2) IBT Platform:         WEB     EXE

Name of Verifier: \_\_\_\_\_

Employee Code: \_\_\_\_\_

### NBCPL Checklist

\*Copies of all documents to be self attested.

#### I. General

- Passport size photo  PAN Card
- Signed across  Pan Verification
- Clients signature on all required Places
- In person verification stamp on all docs (Individuals)
- Original seen and verified stamp on all docs
- Witness Signature  All Copies Self Attested
- Agreement Date  Financial Documentary Proof

#### II. Proof of Identity

- Holders:**  1st Holder  2nd Holder  3rd Holder
- PAN Card with Photograph  UID (Aadhaar)
- Any other Supporting doc: \_\_\_\_\_

#### III. Proof of Permanent Address

- Holders:**  1st Holder  2nd Holder  3rd Holder
- Ration Card  Valid Passport
- Voter ID  Valid Driving License
- Bank Passbook (Not more than 3 months old)  Electricity Bill (Not more than 3 months old)
- Registered Lease  Bank Verification Letter or Sale Agreement
- Any other Supporting doc: \_\_\_\_\_

#### IV. Demat Proof

(Latest of 1 year - Only for Trading)

- Client Master
- DP Statement
- Transaction cum Holding Statement
- Welcome Letter

#### V. Bank Proof With MICR Code (Individual, NRI)

- Cancelled cheque  Bank Statement
- Pass book  Letter from bank

#### VI. NRI

- PAN Card  Proof of Foreign Address
- Proof of Indian Add  Attestation
- PIS Letter  FEMA Declaration
- Passport  Bank proof (NRI/NRO A/C)
- Certified true copy of POA for operating account (if any) with specimen signature of POA holder
- Copy of POI Card for NRI but foreign Nationals (Check Nationality)
- OCI Card

#### VII. Proof of Correspondence Address

- Ration Card  Valid Passport
- Voter ID  Valid Driving License
- Bank Passbook  Electricity Bill (Not more than 3 months old)
- Land Line Bill (Not more than 3 months old)  Bank Statement (Not more than 3 months old)
- Sell Agreement  Leave & License Agreement (Not more than 3 months old)
- Bank Verification Letter

#### VIII. Financial Documentary Proof

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

*\*Please go through the Instruction / Checklist for filing NBCPL Form for further details*

## NEW BERRY CAPITALS PRIVATE LIMITED

Member : Bombay Stock Exchange Ltd, National Stock Exchange Ltd, Depository Participant-CDSL

**Corporate Office Address** : A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg, Lower Parel (West),  
Mumbai - 400 013. Tel.: +91 22 3050 8442  
Email ID: ops@newberry.in  
Website: www.newberrycapitals.in

### Membership Details:

#### Cash Segment (Trading cum Clearing Member) :

Exchange	Clearing No	SEBI Registration No	SEBI Regn. Date
BSE	3296	INZ000004838	March 23, 2015
NSE	00014	INZ000004838	March 23, 2015

### Depository Participant-CDSL

SEBI Registration No	SEBI Regn. Date	DP ID
IN-DP-CDSL-703-2013	October 23, 2008	12058900

### Derivative Segment

Exchange	Clearing No	SEBI Registration No	SEBI Regn. Date	Clearing Member
NSE	00014	INZ000004838	March 23, 2015	New Berry Capitals Private Ltd.

**Compliance Officer** : **Mr. Sangeet Nakkar**  
Phone : 022-30508479  
Email ID : sangeet@newberry.in

**Chief Executive Officer** : **Mr. Surajkumar Saroogi**  
Phone : 022-30508477  
Email ID : suraj@newberry.in

For any grievance/dispute please contact New Berry Capitals Private Ltd. at the above addresses or on  
Email Id: grievances@newberry.in and Phone no: 022-30508442

In case not satisfied with the response, please contact concerned exchange(s) as details given below:

Exchange	Email ID	Phone No
BSE	is@bseindia.com	022-22728097
NSE	ignse@nseindia.co.in	022-26598190
MCX-SX	investorcomplaints@mcx-sx.com	022-67318933

# ACCOUNT OPENING KIT

## INDEX OF DOCUMENTS

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1	Account Opening Form	A. KYC Form - Document captures the basic information about the constituent and an instruction/check list.	5-6
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	7-9
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	10-13
3	Policies and Procedures	Mandatory Policies & Procedures applicable to the Client	14-18
4	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	19-21
5	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	22
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) and DP service charges/fee structure.	23-24
7.	Agreement between Depository Participant & Beneficial Owner (BO)	Legal Agreement between Person Seeking to open Account (BO) & Depository Participant.	25-26
8.	Declaration by NRI clients	Declaration required by NRI client for Trading / Demat A/c.	30
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
9	Contract Between New Berry Capitals Pvt. Ltd. & Client	Additional terms and conditions specific to New Berry Capitals Pvt. Ltd. for the purpose of Operational Efficiency	32-34
10	Running Account Authorization	Autorization to maintain a running account for funds and security	35
11	Verbal Order Acceptance Authorization	Authorisation for acceptance of order on Telephone	36
12	Memorandum of Understanding	Additional understanding specific to New Berry Capitals Pvt. Ltd. For the purpose of Operational Efficiency	37-39
13	POA in favour of New Berry Capitals Pvt. Ltd.	POA in favour of New Berry Capitals Pvt. Ltd. to smoothen the process and put less burden on Client	40-42
14	Undertaking for Fundamental Research & TTD	Undertaking to avail Fundamental, Technical & Derivatives Research	43
15	SMS & Email Alert Facility	Authorization for SMS & Email Alerts by Exchanges.	44
16	Authorization for Electronic Statement	Receipt of Contract Notes/Statements Electronically.	45
17	Additional KYC for Demat Account	Additional KYC Form - Document captures the basic information about the instruction/check list for Demat Account.	46-56



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Client's Signature



Please fill in ENGLISH and in BLOCK LETTERS with black ink

Application No. :

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).  
 Name \_\_\_\_\_  
 Father's/Spouse Name \_\_\_\_\_

2. Gender  Male  Female    **B. Marital status**  Single  Married    **C. Date of Birth** | d | d | / | m | m | / | y | y | y | y |  
 3. Nationality  Indian  Other (Please specify) \_\_\_\_\_  
 4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)  
 5. PAN \_\_\_\_\_ Please enclose a duly attested copy of your PAN Card  
 Unique Identification Number (UID)/Aadhaar, if any: \_\_\_\_\_  
 6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)  
 UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others \_\_\_\_\_ (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix the recent passport size photograph and sign across it

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**B. Address Details (please see guidelines overleaf)**

1. Address for Correspondence  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
 State \_\_\_\_\_ Country \_\_\_\_\_

2. Contact Details  
 Tel. (Off.) (ISD) (STD) \_\_\_\_\_ Tel. (Res.) (ISD) (STD) \_\_\_\_\_  
 Mobile (ISD) (STD) \_\_\_\_\_ Fax (ISD) (STD) \_\_\_\_\_  
 E-Mail Id. \_\_\_\_\_

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
 \*Not more than 3 Months old. Validity/Expiry date of proof of address submitted | d | d | / | m | m | / | y | y | y | y |

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
 State \_\_\_\_\_ Country \_\_\_\_\_

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
 \*Not more than 3 Months old. Validity/Expiry date of proof of address submitted | d | d | / | m | m | / | y | y | y | y |

**C. Other Details (please see guidelines overleaf)**

1. Gross Annual Income Details (Please tick (✓)  Below 1 Lac  1-5 Lac  5-10 Lac  10-25 Lac  > 25 Lacs  
 OR  
 Net-worth in ₹. (\*Net worth should not be older than 1 year) \_\_\_\_\_ as on (date) | d | d | / | m | m | / | y | y | y | y |

2. Occupation (Please tick(✓) any one and give brief details):  
 Private Sector Service  Public Sector  Government Service  Business  Professional  Agriculturist  Retired  
 Housewife  Student  Forex Dealer  Others (Please specify) \_\_\_\_\_

3. Please tick, if applicable:  Politically Exposed Person  Related to a Politically Exposed Person  
 For definition of PEP please refer guideline overleaf

4. Any other information: \_\_\_\_\_

**DECLARATION**

**SIGNATURE OF APPLICANT**

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

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

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**FOR OFFICE USE ONLY**

IPV Done  on | d | d | / | m | m | / | y | y | y | y |

AMC/Intermediary name OR code \_\_\_\_\_

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

Seal/Stamp of the intermediary should contain

Staff Name  
 Designation  
 Name of the Organization  
 Signature  
 Date

Seal/Stamp of the intermediary should contain

Staff Name  
 Designation  
 Name of the Organization  
 Signature  
 Date

# INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

## A. IMPORTANT POINTS:

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

## B. PROOF OF IDENTITY (POI): List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID Card / Driving License
3. Identity card / document with applicant's Photo, Issued by any of the following: Centrals/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit Cards/ Debit Cards issued by Banks.

## C. PROOF OF ADDRESS (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/ Flat Maintenance bill/Insurance Copy.

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

## D. EXEMPTIONS/CLARIFICATIONS TO PAN

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

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

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

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

## TRADING ACCOUNT RELATED DETAILS

### A. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account No.	Account Type: <small>SB/CR/NRI/NRE/NRO</small>	MICR Number	IFSC code

### B. DEPOSITORY ACCOUNT(S) DETAILS

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

### C. TRADING PREFERENCES

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

EXCHANGES	SEGMENTS		
NSE	Cash Segment	F & O Segment	
BSE	Cash Segment	F & O Segment	Currency Derivative Segment

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

### D. PAST ACTIONS

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

YES  NO

If, Yes, Details

### E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

If client is dealing through the sub-broker, provide the following details:	Sub-broker's Name: _____ SEBI Registration number: _____ Registered office address: _____ Ph: _____ Fax: _____ Website: _____
Whether dealing with any other stock broker/sub-broker (if in case dealing with multiple stock brokers/sub-brokers, provide details of all)	Name of stock broker: . _____ Name of Sub-Broker, if any: _____ Client Code: . _____ Exchange: _____ Details of disputes/dues pending from/to such stock broker/sub-broker: . _____ _____



**F. ADDITIONAL DETAILS**

Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify):	ECN <input type="checkbox"/>	PHYSICAL CONTRACT NOTE <input type="checkbox"/>
Specify your Email id, if (ECN) applicable:		
Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Number of years of Investment/Trading Experience:		
Any other information:		
Whany of the following, or are directly or indirectly related to any of the following :	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Civil Servant <input type="checkbox"/> Politician <input type="checkbox"/> Current or former head of the state <input type="checkbox"/> Bureaucrat (Tax authorities, Foreign Services, IAS etc.) <input type="checkbox"/> Current or former MP, MLA, MLC <input type="checkbox"/> Connected to Media <input type="checkbox"/> Connected to any company / promoter group / group of companies listed on any stock exchange.		
Name of the Company		
Educational Qualification	<input type="checkbox"/> Non Matric <input type="checkbox"/> SSC/HSC <input type="checkbox"/> Graduate <input type="checkbox"/> Lawyer <input type="checkbox"/> Other Specity _____	
Sources of Income	a) Primary Source <input type="checkbox"/> Salary <input type="checkbox"/> Business b) Secondary Source <input type="checkbox"/> Royalties <input type="checkbox"/> Rental <input type="checkbox"/> Dividend <input type="checkbox"/> Others (Specify) _____	

**G. Introducer Details (optional)**

Introduction: Introduced by another constituent/Director of Employee of Trading member/any other person (Please Specify)		
Name of Introducer		
Identity of Introducer	Client Code (If introduced by Client)	
	Employee Code (If introduced by Employees)	
	Any Other Person (Please Specify)	
Address of Introducer		
PAN No. of Introducer (If any)		Signature of Introducer

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

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

**DECLARATION**

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am/we are aware that I/we may be held liable for it.
2. I/we confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.
4. I/We have fully understood the distinction and details regarding the Non-mandatory Voluntary Document and do hereby enter and sign the same and agree not to call into question the validity, enforceability of any Voluntary/Optional agreement(s)/document(s) or clauses within any Voluntary/Optional agreement(s)/document(s) under any circumstances what so ever.

Place _____	 S4/13  Client's Signature
Date _____	

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client:

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

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

For New Berry Capitals Pvt. Ltd.

.....

**Authorised Signatory**

Place.....

Date .....

**Seal/Stamp of the stock broker**

**INSTRUCTIONS/CHECK LIST**

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

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

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

2. Copy of cancelled cheque leaf/pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code or/and IFSC Code of the bank should be submitted.

3. Demat master or recent holding statement issued by DP bearing name of the client.

4. For individuals:

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

5. For non-individuals:

- Form need to be initialized by all the authorized signatories.
- Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

## **Rights and Obligations of Stock Brokers, Sub-Brokers and Clients as prescribed by SEBI and Stock Exchanges**

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

### **CLIENT INFORMATION**

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

### **MARGINS**

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

### **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

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

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

## **DISPUTE RESOLUTION**

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

## **TERMINATION OF RELATIONSHIP**

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

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

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

broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

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

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

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

#### **LAW AND JURISDICTION**

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

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

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

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

The stock broker may from time to time limit (quantity/ value) / refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker / exchange(s) SEBI. Provided further that stock broker may require compulsory settlement / advance payment of expected settlement value / delivery of securities for settlement prior to acceptance/ placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

### 2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client.

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution or orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker/ exchange / SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any

on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The stock broker is required only to communicate/ advise the parameters for the calculation of the margin/ security requirements as rate(s) / percentage(s) of the dealings, through any one or more means or methods such as post / speed post / courier / registered post / registered A.D. / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer, by informing the client through employees/ agents of the stock broker, by publishing / displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc., or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete which communication is given to the postal department/ the courier company / the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings/ trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect sent by the stock broker to the client and/ or whether or not such communication is received by the client.

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

The stock broker is entitled to vary the form (i.e. the replacement of the margin / security in one form with

the margin/security in any other form, say, in the form of money instead of shares) &/or quantum &/or percentage of the margin &/or security required to be deposited/made available, from time to time.

The margin/security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include/appropriate any/all pay out of funds &/or securities towards margin/security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds &/or securities towards margin/security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds &/or securities from his account for one exchange &/or one segment of the exchange to his/her/its account for another exchange &/or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees and authorises the stock broker to treat/adjust his/her/its margin/security lying in one exchange &/or one segment of the exchange/towards the margin/security/pay in requirements of another exchange &/or another segment of the exchange.

The stock broker is entitled to disable/freeze the account &/or trading facility/any other service facility, if, in the opinion of the stock broker, the client has committed a crime/fraud or has acted in contradiction of this agreement or/is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

### **3. Applicable Brokerage:**

The Stock Broker shall levy brokerage for the Client's transactions as per the brokerage slabs mutually agreed with the Client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI. The Client shall pay such fees, charges, and commissions as may be notified by The Stock Broker from time to time depending upon the services availed by the Client. The Stock Broker may require the client to pay an upfront service fee for availing the services offered by The Stock Broker and the client shall pay such fee as and when so required.

Subject to such maximum prescribed rates, The Stock Broker may revise the rates from time to time after intimation to the Client of the revised rates and the date on and from which the revised rates shall take effect. The Stock Broker may intimate the revised rates either in writing addressed to the Client or by publishing the rate on its back-office website or by both means. The Client shall intimate its objection(s) if any to the revised brokerage in writing addressed to the branch under which the Client is mapped in case the Client is a direct Client or to the controlling Branch if the Client is mapped under a sub-broker within 15 (fifteen) days of receipt of intimation of the change in

brokerage. The Client shall be deemed to have agreed to the change in brokerage rates if he does not intimate any objection thereto within the time prescribed.

The Client shall pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred or suffered by The Stock Broker as a result of the Client's default, including without limitation, due to dishonour of cheques.

The Stock Broker may debit to the client's account any charges incurred by it in connection with settlement transactions in funds and securities and the Client hereby authorises The Stock Broker to do the same.

All payments to The Stock Broker shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds.

Brokerage shall be paid in the manner intimated by The Stock Broker to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax as may be applicable from time to time on the same. The Client further agrees to pay any applicable taxes including the securities transaction tax, duties and levies as may be levied on the transaction from time to time.

The applicable stamp duty payable on any instruments relating to any transaction including without limitation any stamp duty payable on Contract Notes issued pursuant to transaction executed shall be payable by the client. Without prejudice to the generality of the above clause, the Client also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the Client in any other state other than the state of Maharashtra.

Without prejudice to the absolute obligation of the Client to pay/reimburse monies to The Stock Broker as set-out above, The Stock Broker shall also be entitled to set-off and appropriate any monies that may be placed with or available with The Stock Broker for and/or on behalf of the Client towards any dues of the Client to The Stock Broker, arising howsoever.

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

Notwithstanding anything contained in these presents and without prejudice to margin funding guidelines issued by SEBI, any amounts which are overdue from the Client in any trading segments shall be liable to delayed payment charges at the rate of 2.5% per month or part thereof or such other rate as may be determined and communicated by The Stock Broker. The Stock Broker is authorised to debit the delayed payment charges to the account of the Client at the end of each month/such other interval as may be decided by The Stock Broker.

Without prejudice to The Stock Broker's other rights and to the extent permissible under Applicable Laws, The Stock Broker shall be entitled to liquidate / close out all or any of the Client's positions for non-payment



of margin 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.

To the extent permissible under Applicable Laws, securities and monies lying with The Stock Broker or in their possession or control, for any purpose, for the benefit of the Client, including in any account in which the Client may have an interest, shall be subject to a lien in favour of The Stock Broker for the discharge of all the indebtedness of the Client and the Client's other obligations to The Stock Broker and/or any affiliates of The Stock Broker.

The Stock Broker shall be entitled to suspend or terminate the member-client relationship without prior notice if the Client fails to fulfil his/its payment obligations hereunder, under the Agreement or otherwise due to The Stock Broker.

The Stock Broker shall not be obliged to return any margin to the Client until the Client has satisfactorily discharged all its payment obligations or other obligations under this Agreement.

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

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

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

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/ ; pass/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives order/s trades in the anticipation of the required securities being available subsequently

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

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduce value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/ shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the paying obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin / security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin / security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/ security or to meet the funds/margins/securities pay in obligations for the orders /trades / deals of the client within the prescribed time and form, the stock broker shall have the right

without any further notice or communication to the client to take any one or more of the following steps :

- (i) To withhold any payout of funds / securities.
- (ii) To withhold / disable the trading / dealing facility to the client.
- (iii) To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt.
- (iv) To liquidate / square off partially or fully the position of sale &/or purchase in any one or more securities/contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- (v) To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of any one or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

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

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

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

- (i) The short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Pay-in/Payout Day. The securities delivered short are purchased from market on T+3 days which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- (ii) If securities cannot be purchased from market due to any force majored condition, the short delivering seller is debited at the closing rate on T+3 day or Auction day on Exchange +10%. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- (iii) In case of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction

payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

#### **7. Temporarily suspending or closing a client's account at the client's request**

- (i) The client may request the stock broker to temporarily suspend his account, stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/or other obligation.
- (ii) The stock broker can with hold the payouts of client and suspend his trading account due to his surveillance action or judicial or/and regulatory order/action requiring client suspension.

#### **8. De-registering a client**

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances.

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client.
- (iv) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client.
- (v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (vi) If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (vii) If the Client have taken or suffered to be taken by action for its reorganization, liquidation or dissolution.
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- (ix) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable.

- (x) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the stock broker.
- (xi) If the Client is in breach of any term, condition or covenant of this Agreement.
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement, all transactions made under/pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

**9. Conditions under which a Client may not be allowed to take further positions or the Member may close the existing positions of a Client:**

The Stock Broker is entitled in its sole discretion to:

- restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal due diligence policy and/ or the directives and guidelines of the Exchanges and/ or the Regulator issued from time to time and the client shall not call in question any decision of The Stock Broker to restrict or refuse transactions in such scrips on the ground that transactions in such scrip are not in violation of The Stock Broker's due diligence policy or the directives or guidelines of the Exchange and/or the Regulator or on the ground that the Client has not been put on notice about the scrips on which trade restrictions have been imposed by The Stock Broker.
- impose trade restrictions on any scrip having regard in particular to any one or more of the following factors viz. i) market volatility, ii) price sensitive announcements relating to any scrip, iii) restrictions on trade volume imposed by the Exchange concerned, [iv] political instability in the country, v) external aggression or internal rebellion, vi) default by the Client to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the securities market.
- refuse to accept or act upon any request/order which in The Stock Broker's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or The Stock Broker's internal policies, without obligation to give the Client its reasons for doing so;
- close out any transaction which may have been executed but which The Stock Broker was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors

including but not limited to trades being manipulative in nature;

- disallow any trades or transactions in respect of certain securities or segments which may be below / above certain value/quantity as may be decided by The Stock Broker from time to time;
- The Stock Broker may at its sole discretion decline to carry out the instructions or refuse to process / transmit the application form/order of the Client if it is uncertain of authenticity or is otherwise doubtful about the same for any reason.
- The Stock Broker shall not be liable, if any instructions are not carried out for any reason whatsoever.

**10. Client Acceptance of Policies and Procedures stated hereinabove :**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and procedures may be amended / changed unilaterally by the broker; provided the change is informed to me/us with through any one or more means or methods such as post/speed post / courier / registered post / registered A.D. / facsimile/ telegram/cable/e-mail/voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer, by informing the client through employees / agents of the stock broker; by publishing/displaying it on the website of the stock broker/making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/ newspapers advertisements etc.; or any other suitable or applicable mode or manner. I/we agree that the postal department/ the courier company / newspaper company and the e-mail/voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department/the courier company/ the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read alongwith the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/ us and stock broker before any court of law/ judicial/adjudicating authority including arbitrator/ mediator etc.

# Risk Disclosure Document for Capital Market and Derivatives Segments

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

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

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

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

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

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

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

## **1. BASIC RISKS :**

### **1.1 Risk of Higher Volatility :**

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

### **1.2 Risk of Lower Liquidity:**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.7 System Risk:**

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

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

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

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

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

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

#### **2.1 Effect of “Leverage” or “Gearing”:**

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

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

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

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

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

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

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

## **2.2 Currency specific risks:**

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

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

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies or 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 holder:**

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

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

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

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

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

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

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

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

## **4. General**

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

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

## **Guidance Note – Do's And Don'ts for trading on the exchange(s) for investors**

### **BEFORE YOU BEGIN TO TRADE**

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

### **TRANSACTIONS AND SETTLEMENTS**

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/demat account such money or securities deposited and from which bank/demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar, quarter or month, depending on your preference. While setting the account, the stock broker shall send to you a 'statement of account' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

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

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

### **DISPUTES/COMPLAINTS**

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

## TARIFF SHEET

		CASH		FUTURE		OPTION		
Brokerage Slab		Slab %	Min Paisa	Slab %	Min Paisa	Slab %	Min Per Lot	Max Per Lot
Delivery / Carry Forward								
Square up	First Leg							
	Second Leg							

### Other Charges (as applicable would be levied)

Service Tax	Stamp Duty
Transaction Charges	Securities Transaction Tax (STT)
SEBI Turnover Fees	Expiry Charges in the derivatives Segment
Demat Charges for pay-in/payout of securities from pool/margin account	Franking charges and stampin charges for Power of Attorney
Documentation and Service Charges for Trading account	Franking and stamping charges for Demat account
Charges for any other services provided/Cost incurred by NBCPL from time to time	

KRA Charges

Client Code

Place :  
Date

\_\_\_\_\_  
Signature of the client  
Name of Client

## PRO DISCLOSURE

To,

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

Dear Sir / Madam,

Under instruction of SEBI, The National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd. (BSE), MCX Stock Exchange Ltd. (MCX-SX) has directed all its members to inform their clients whether they engage in proprietary trading in this regard we wish to inform you that we as a company do engage in proprietary Busienss in the National Stock Exchange of India Ltd. / Bombay Stock Exchange Ltd. / MCX Stock Exchange Ltd.

Kindaly take note of the above and oblige

Thanking you  
Truly Yours

For New Berry Capitals Pvt. Ltd.

Authorised Sigantory

I have read the above letter.






**Tariff Sheet for Demat account**

1	Statutory Charges at the time of Account Opening (Upfront)	200.00
2	Advance/Deposit	Nil
3	<b>Account Maintenance Charges (p.a.) for Individuals (Calculated on the basis of Account Opening Date) (Rs. 200 + Service Tax (As applicable from time to time))</b>	<b>220.60</b>
4	<b>Account Maintenance Charges (p.a.) for Corporate (Non-Individual) (Calculated on the basis of Account Opening Date) (Rs. 700 + Service Tax (As applicable from time to time))</b>	<b>772.10</b>
5	Demat Per Certificate (Additional courier Charges Rs. 25/- Per company)	2.00
6	Remat (Per Certificate/Request)	25.00
7	Transaction Charges (with auto payin)	10.00
8	Transaction Charges (without auto payin and for Off Market and Inter depository)	15.00
9	Pledge Creation (Per Transaction)	25.00
10	Pledge Creation Confirmation	Nil
11	Pledge Closure & Pledge Closure confirmation	Nil
12	Pledge Invocation	25.00
13	Other Charges (per year)	50.00

**Important Notes:**

1	All Payments shall be made by cheque in favour of "New Berry Capitals Pvt. Ltd."
2	All charges are subject to changes made by CDSL, SEBI or any other regulatory bodies.
3	Tariffs are subject to periodical review by New Berry Capitals Pvt. Ltd.
4	The schedule for dispatching the Holding Statement to the beneficiary Owner (BO) is as follows: On a monthly basis, if there are transactions and on a quarterly basis if there are no transactions.
5	Dispatching the holding statement for any period, other than the above schedule shall be charges extra.
6	All Statutory Taxes (Eg. Service Tax) as applicable would be levied.
7	Any service not quoted above will be charges separately.
8	Courier Charges for Nri clients will be levied at actual.

	Authorised Signatory	Authorised Signatory	Authorised Signatory
Name			
Specimen Signature			

**AGREEMENT BETWEEN NEW BERRY CAPITAL PVT. LTD. AND  
A PERSON SEEKING TO OPEN A BENEFICIAL OWNER'S ACCOUNT**

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, between New Berry Capitals Pvt. Ltd. a X company incorporated under companies Act, 1956 and having its Corporate office at A 602, Level 6, Marathon Next Gen Innova, X Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013., hereinafter called “the Participant” of the One Part; AND \_\_\_\_\_ having his/its residence/office/registered office/address at X \_\_\_\_\_, hereinafter called “the Beneficial Owner” of the Other Part.

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded here in below:

NEW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

**General Clause**

1. The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

**Fees, Charges and deposits**

2. The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective dues dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid not exceeding 18% per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

**Statement of Account**

3. 3.1. The participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter. The statement of accounts to be provided to the Beneficial Owner under this agreement shall be in the form specified in operating instructions or as communicated by CDSL from time to time. The participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner as may be specified by the Participant.

3.2. It is agreed that if a participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the participant, then the participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, the participant shall be obliged to provide a physical copy thereof to the BO.

3.3. It is agreed and understood between the parties that if the participant does not have the facility of providing the statement of account in the electronic mode, then the participant shall be obliged to forward the statement of account only in the physical form.

**Beneficial Owner shall intimate change of particulars**

4. The Participant shall not be liable or responsible for any loss that may be cause to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

**Depository not liable for claims against Beneficial Owner**

5. CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central State, Statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

**Authorised Representative**

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

**Termination**

7. The parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and procedure set out in the Bye Laws and the Operating Instructions. In the event of termination by either party, the Participant shall deal with the securities lying in the account of a Beneficial Owner in accordance with the instructions of such Beneficial Owner.



S5/13

Client's Signature

**Stamp Duty**

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

**Force Majeure**

9. Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.

**Service of Notice**

10. Any notice or communication required to be given under this Agreement shall be in writing and shall be effective only when it is delivered to the addressee at the last known address in the manner prescribed in the operating instructions.

**Arbitration**

11. The parties hereto shall, in respect of all disputes and difference that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

**Jurisdiction**

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

**Governing Law**

13. The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED by  
**NEW BERRY CAPITALS PRIVATE LIMITED**

Authorised Signatory

SIGNED AND DELIVERED  
by the withinnamed the  
Beneficial Owner

\_\_\_\_\_  
Signature of Witness

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

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




\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

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

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

\_\_\_\_\_

First / Sole Authorised Signatory	 S6/13
Second Authorised Signatory	
Third Authorised Signatory	

## **Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

### **General Clause**

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

### **Beneficial Owner information**

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

### **Fees/Charges/Tariff**

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

### **Dematerialization**

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

### **Separate Accounts**

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

### **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order,

instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

#### **Statement of account**

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

#### **Manner of Closure of Demat account**

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

#### **Default in payment of charges**

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

#### **Liability of the Depository**

21. As per Section 16 of Depositories Act, 1996,
  1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

### **Freezing/ Defreezing of accounts**

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

### **Redressal of Investor grievance**

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

### **Authorized representative**

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

### **Law and Jurisdiction**

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

**DECLARATION BY NRI CLIENTS**  
**(To be signed by NRI)**

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

To,  
New Berry Capitals Pvt. Ltd.  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

With reference to the opening of trading Account with you for availing facility for trading in Securities on the stock exchanges pursuant to the Member - Client Agreement, Depository Participant - Client Agreement and other voluntary documents executed by me with you, I hereby unconditionally and unequivocally, state, declare, undertake, confirm NBCPL (hereinafter referred to as NBCPL as under:

- I am nonresidential Indian as defined under Foreign Exchange Management Act (FEMA).
- I understand that the trading account is opened on the basis of statement / declaration made by me, and that if any of the statement / declarations made herein is found to be incorrect in material particulars, NBCPL may discontinue my trading account.
- I confirm and agree that the trading account will be used for bona fide transactions not involving any violation of the provisions of any applicable Regulations.
- I undertake to intimate to NBCPL about return to India for permanent residency immediately on arrival.
- I confirm that all investments and disinvestment in India are covered either by general or special permission of Reserve Bank of India.
- I agree and confirm that I shall abide by all the rules and regulations of the FEMA / Reserve Bank of India governing the trading in Indian secondary securities market.
- I shall keep margin deposit amount with NBCPL as stipulated by NBCPL from time to time.
- Any notice / correspondence / contract notes / statement of accounts / statement of securities sent to me at any of the address given in the Know Your Client (KYC) form in the ordinary course of post / courier / fax or on the email ID mentioned in the said KYC form or intimated separately, as the case may be, for the purpose of receiving electronic contract notes shall be deemed to have been received by me.
- I hereby confirm having understood that NBCPL may decline to comply with any instructions authorized by me if in the NBCPL opinion; compliance therewith would be illegal or result in a breach of any applicable laws or regulation.
- I confirm that the bank having my PIS account is given standing instruction to honor all the contract notes relating to purchase trades received from NBCPL Copy of the instruction so given to the bank shall be provided to NBCPL for their record.
- I agree and confirm that in the event I desire to withdraw the standing instructions given as aforesaid, I shall serve at least 15 (Fifteen) working days advance written notice on NBCPL. Such revocation shall be effective only on and from the date of expiry of 15 (Fifteen) working days from the date of service of such notice on NBCPL provided that such revocation shall not have any effect on the transactions in securities executed by me before the effective date of such notice of revocation and I agree and undertake that I shall continue to be liable and bound by the transactions and obligations undertaken by me with NBCPL prior to effective date of such revocation and ensure that bank honor all such instructions received from NBCPL on or before the effective date of revocation.
- I shall carry out all our secondary market transactions only through NBCPL. In case if I register myself as clients with any other Member Broker, we shall keep NBCPL informed about the same.
- I hereby authorize NBCPL to ask bank the amount lying as balance in PIS account on daily basis for the purpose of their risk management and confirm having instructed the bank to extend co-operation in this regard and to disclose balance in the PIS bank account to NBCPL whenever required by NBCPL.
- I hereby agree and confirm to indemnify and save, defend and keep NBCPL harmless and indemnified, at all times from and against all actions, causes, suits, proceedings, claim and demands whatsoever made on the NBCPL by any person and against all costs charges, expenses, damages and sums of money (including legal expenses) incurred, suffered or sustained by NBCPL for any non compliance of applicable act, rules or regulations by me or due to breach of the terms and conditions of my obligations under Member - Client Agreement or any other agreement / document executed by me for availing such services from NBCPL.
- I agree not to close the bank account without first obtaining No Objection form NBCPL I am availing the online trading facility for trading in securities. We confirmed having authorised the Bank to reject any such closure request made by me if not accompanied by No Objection issued by NBCPL. I confirm having authorised the Bank debit / block my account on the instructions issued by NBCPL for any dues that may be outstanding and payable by me to NBCPL for the transactions carried out by me prior to issuance of Non Objection.
- I confirm that the information set out hereinabove is true, complete and accurate and that NBCPL shall be informed from time to time of any changes.



Client Signature

### CLIENT DEFAULTER DECLARATION

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_ do hereby 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/Arious Exchanges/Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration/statement is true and correct.

Sign here : \_\_\_\_\_

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

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

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

[Note : To be signed by person himself/herself not to be signed by his/her attorney/authorised person etc.]

### DECLARATION FOR NAME MISMATCH

I hereby declare that

1. My name mentioned in PAN Card is \_\_\_\_\_
2. In additional ID Proof i.e. Voter Id/Passport/Driving License it is \_\_\_\_\_
3. In Bank A/c No. \_\_\_\_\_ it is \_\_\_\_\_
4. In \_\_\_\_\_ is this \_\_\_\_\_

Further I declare that the names mentioned in above details document pertains to me, therefore I request my account and make all payouts in the same name as mentioned in my bank proof.

Thanks

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

Sign here : \_\_\_\_\_

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

### DECLARATION FOR MOBILE NUMBER

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

I/We hereby agree and give my/our consent for sending the trade confirmations via SMS and I/We have also understood that we will not receive the telephonic trade confirmations.

I further declare that above mentioned statement is true and correct.

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

Sign here : (17/24) \_\_\_\_\_

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



**CONTRACT BETWEEN PGY 'DGTT[ 'ECRV/CNUPVT. LTD. & CLIENT**

This contract (hereinafter referred to as Contract) is entered by and between :

New Berry Capitals Pvt. Ltd. (NBCPL), a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013. (hereinafter called "the NBCPL") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment, derivatives segment and currency derivatives segment, as the case may be, of the one part;

And

An Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/incorporated under the provisions of the Indian partnership act, 1932/the companies act, 1956, whose particulars are given hereunder at the execution page (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, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

NBCPL and Client are referred to hereinafter individually as a Party and collectively as Parties.

Whereas :

- A. Client desirous of availing services/facilities available with NBCPL had entered into agreement(s) with NBCPL.
- B. The Client finds that it is necessary to enter into this Contract to bring out clearly the scope of services to be rendered by NBCPL and responsibilities of Client and NBCPL respectively.
- C. NBCPL and Client enter into this Contract to reduce to writing the understanding between Client and NBCPL agreeing to be bound by the terms and conditions as given hereunder in consideration of the mutual covenants contained herein and other good considerations sufficiency of which is hereby acknowledged by NBCPL as well as Client.

Now, in view of the foregoing

In this Contract, unless the context otherwise requires :

- a) Words denoting the singular number shall include the plural vice versa;
- b) The pronouns "he:", "she", "it" and their cognate variations are used as inter changeable and should be interpreted in accordance with the context;
- c) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity, provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity;
- d) References to the word "include" or "including" shall be construed without limitation;

- e) Reference to any party to this Contract or any other agreement or deed or other instrument shall include its successors or permitted assigns;
  - f) Reference to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this Contract;
  - g) Reference to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, byelaw, regulation, business requirement, specification, order, notification, circular or other provisions made under it.
1. Client understands and agrees that the relationship being established between NBCPL and Client whether under the agreement(s) already entered between NBCPL and Client or under this Contract is that Client shall be the principal and NBCPL shall be an agent to Client in the capacity of a broker. The Client shall from time to time place orders verbally (himself or acting through attorney/authorized person). The verbal orders can be placed over phone/mobile phone and/or by visiting the branch to which the Client has been assigned/attached by NBCPL. The order(s) shall be placed by Client only to designated / authorized dealer of NBCPL and to no one else. Client shall take the names of such designated / authorized dealers assigned to him in writing form Corporate Office of NBCPL. If Client gives orders to any person other than designated / authorized dealer(s) advised to Client in writing by the Corporate Office of NBCPL, then NBCPL shall in no way be responsible for any further liabilities created due to any acts of omission or commission in consequence of such order(s). The order(s) given by the Client shall, provided same are received within market hours, with details necessary to punch the same in trading system, subject to availability of margin and/or trading system, subject to availability of margin and/or trading limits be punched in the trading system. The Client agrees that it shall be sole responsibility of the Client to ascertain the status / results / trade of any orders given by him/her/it. The Client also understands and agrees that the word "orders" includes the cancellation and modification orders as well.
  2. If the Client is enable to access the trading system of NBCPL directly say through internet then Client is authorized to palace orders directly as well. The Client agrees that any communication of orders in any form or manner whatsoever to NBCPL or by entering orders into a facility provided by NBCPL such as internet etc. neither implies order's(s)' acceptance nor assures a trade from such order(s) and the Client is also aware that any deliveries of securities/pay out of moneys on account of trades is subject to settlement process being successful particularly for trades which are matched within the clients of NBCPL and the Client hereby agrees not to hold NBCPL responsible in any manner whatsoever for any delay in settlement which are beyond reasonable control of NBCPL.
  3. The Client agrees and acknowledges that NBCPL 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

and as such all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that maybe made available by NBCPL including that on the website/trading platform/through SMS etc. The Client will not hold nor seek to hold NBCPL or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by NBCPL or any other agency. The NBCPL does not represent and shall not be deemed to have represented, that the investment information is accurate or complete. The Client is aware that any information based on the research of NBCPL or other external sources is merely an estimation of the viability or otherwise of certain investments, and NBCPL shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decision. The Client also acknowledges that NBCPL's employees/agents are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from NBCPL or any of its employees/agents.

4. The Client agrees that NBCPL does not guarantee and shall not be deemed to have guaranteed the timeliness, sequence, accuracy, completeness, reliability or content of the market information or messages, disseminated to the Client. The NBCPL shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by NBCPL or to any "force majored" event (e.g. Flood, extraordinary weather condition, earthquake or any other act of god, fire, war insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction; any fraud committed by any person whether in the employment of NBCPL or otherwise or any other cause which is beyond the reasonable control of NBCPL.
5. The Client agrees that it is his/her/its responsibility to review any/all information communicated including but not limited to order placement, order confirmations, order modifications, bills, transaction statements, account statements, margin requirements etc. communicated to the Client by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. All information contained therein shall be binding upon the Client.
6. The Client agrees to use, such facilities/arrangement with banks / depository participants for making or receiving payment of funds/monies and/or securities, as may be prescribed by NBCPL in its absolute discretion including but not limited to online or offline facilities of one or more banks or depositories and Client hereby agrees not to hold NBCPL responsible for any losses or damage which may be suffered by the Client by use of any such prescribed facilities.
7. The Client agrees that NBCPL or any service provider such as banks etc., may from time to time prescribe particular softwares (including but not limited to

browsers, operating systems, TCP/IP protocols etc.) / devices/equipment etc. and the Client agrees that such softwares / devices / equipments may need to be changed / upgraded to new versions and this may require the Client to suitably reinstall/uninstall/upgrade the said facilities / device / equipments etc. at its end. Such changes may involve disruption in trading communication of orders and may even lead to losses and the Client hereby unconditionally and absolutely agrees to hold NBCPL or service providers or depositories responsible on any account. All cost/charges / levies and fees incurred by the Client for the said services shall be borne exclusively by the Client alone.

8. The Client hereby agrees to use the facilities, data and information which is provided by NBCPL or which may become available to the \client as a result of Clients relationship with NBCPL purely for purposes permitted by NBCPL and only for personal use and agrees never to disseminate any information or date for any reason of purposes whatsoever except under a written authority signed by a director of NBCPL.
9. The Client hereby agrees and declares that he / she / it has fully assessed and accepted the risks involved in using the services / facilities including but not limited to internet based services such as but not limited to misuse of passwords internet frauds, technology risks etc., and agrees not to hold NBCPL and any / all service providers responsible for any damages, losses or negative consequence which Client may suffer in any manner whatsoever.
10. Client agrees to NBCPL tape-recording the conversations between Client / Client's representative and NBCPL's officers / employees / agents etc. in its absolute discretion either personally or over the telephone. Such recordings may be relied upon by NBCPL as and when required, and the Client agrees not to challenge the evidentiary value of such recordings.
11. Client wants to make investments in mutual funds, initial public offerings / follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. and generally to invest in various avenues / products and to redeem / liquidate any investments and wants NBCPL to give effect to desires requirements of Client by giving orders / instructions (electronic / physical / verbal) for the same and to sign any documents and / or do any and all act(s) as may be required are deemed necessary in opinion of NBCPL for these purposes from time to time.
12. In connection with this Contract, as well as all transactions contemplated under this Contract as offered by NBCPL from time to time, the Client agrees to execute and deliver documents titled "authorizations" and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the service availed by the Client from time to time. All the terms of this Contract shall be read as part and parcel of authorizations.
13. The Client hereby declares that all information which have been provided, are being provided and which shall be provided by the Client to NBCPL or any service provider under this Contract or in relation thereof or as consequences thereof is and shall always be true to the

best of information and knowledge of the Client.

14. The Client expressly agrees that his / her / its utilization of a service / facility such as but not limited to advisory services, any other activity for and on the behalf of the Client or any other transaction which NBCPL undertakes with or for the Client, shall also be covered by the terms & conditions of this Contract.
15. The Client agrees that mere entering into this Contract or any other agreement, does not entitle the Client to any service(s) / facility(ies), from NBCPL as a matter of right and NBCPL may in its absolute discretion provide or decide not to provide the any one or more service(s)/ facility(ies).
16. The Client agrees that all monies, securities or other property which NBCPL may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations to NBCPL.
17. The Client further accepts and acknowledges that he would observe proper caution and due diligence while giving orders to the dealers / entering orders into trading platform provided by NBCPL. The client further agrees that he would not indulge in any trading activity resulting in the disturbance of the market equilibrium including manipulation of the price of any scrips / contracts, synchronized deals with any person or any kind of orders / trades which may be considered as inappropriate / unacceptable by NBCPL / the relevant exchange(s) / regulator(s). The Client acknowledges that NBCPL reserves the right to keep in abeyance the funds / securities as may be deemed fit by NBCPL depending upon the gravity of the violation or / and through trades done by / or behalf of the Client considered as inappropriate / unacceptable by NBCPL/ the relevant exchange(s) / regulator(s). The client further understands and accepts that NBCPL also reserves the right to levy any penalty for such trades done by / on behalf of the Client considered as inappropriate / unacceptable by NBCPL / the relevant exchange(s) / regulator(s), as may be deemed fit by NBCPL/ the relevant exchange(s)/ regulator(s).
18. The Client hereby agrees that it is the sole responsibility of the Client to know the status / declaration of all corporate benefits including but not limited to Rights Issue, Bonus issue, Dividends and Stock / split of / shares / But Back, etc. announced by Issuer Company from time to time, for securities of company(ies) in which Client intends to trade and / or those which are kept by Client with NBCPL for ease of dealing / margin / collateral / security etc. and make appropriate trading / dealing / margin / collateral / security etc. and make appropriate trading / dealing decisions by appropriately considering the impact of any corporate action(s). NBCPL is not required to act as an advisor to Client in any of them matter / aspects. It is the Clients sole responsibility to track announcements of such corporate benefits NBCPL shall not be liable for any losses suffered by Client, if/ client fails to apply to such corporate benefits for the shares held by NBCPL in beneficiary account on behalf of Client.

Client may be keeping securities with NBCPL for ease of payment / for ease of dealing / consideration as margin / security/ collateral etc. Client understands that

some corporate benefits will be passed onto the relevant account of NBCPL by issuer company(ies). It is understood and agreed that these corporate benefits will continue to remain with NBCPL unless a request (to be binding upon NBCPL only if evidenced by a photocopy / carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) is made by Client for transfer the same to Client's own account. The transfer by NBCPL shall not be immediate but take reasonable time, subject to there being no pay – in obligations / margin obligations / collateral obligations needed to be fulfilled by corporate benefits received.

Further, where Client is keeping securities with NBCPL for ease of dealing / for consideration as margin / security / collateral etc., Client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that / Client shall free the securities from any margin / collateral / security / pay – in obligations and get them moved through request (to be bindings upon NBCPL only if evidence by a photocopy / carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance to Client's own beneficiary account and take necessary action for applying and / or receiving corporate benefits. In exceptional circumstances NBCPL may upon request (to be binding upon NBCPL only if evidenced by a photocopy / carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance take actions for and on behalf of Client to apply and / or receive such corporate benefits such as for / Right Issue / Open Offer / Buy Back for the shares held by NBCPL on behalf of client (subject to Client making available free funds etc. for the same well in advance). However NBCPL shall not be liable for any loss / claim whatsoever in the event such application is rejected by Registrar / Company / Manager to the issued for any reason.

19. Client confirms having read and accepted the terms and conditions of this Contract and accepts and agrees to be bound by them including those excluding / limiting NBCPL liabilities.
20. The Client agrees that the failure of NBCPL to enforce at any time any terms constrained in this Contract shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
21. If any provision of this Contract are held invalid of unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or sell regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or term held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if any such invalid / unenforceable provisions or terms were not contained herein.
22. The Parties agree to exclusive jurisdiction of courts of law and the place of execution of this Contract by NBCPL.

**RUNNING ACCOUNT AUTHORISATION**

New Berry Capitals Pvt. Ltd.  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

I/We have been / shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options Segments/Currency derivative Segments. As my/our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my/our behalf as per instructions given below.

I am/ We are aware that you and I/we have the option to delivery securities/ make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars, issued by exchange/regulatory authorities. However, I/We find it difficult to carry out repeated pay-in of funds and securities. Further, I/we also desire to use my/our securities and monies as margin / collateral without which we cannot deal / trade.

Therefore I/we hereby direct and authorise you to maintain running account(s) for me/us and from time to time debit these securities and funds from running accounts and make pay-in of securities and funds to exchanges/ clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive securities/ funds in settlement of trades/ dealings please keep the securities and monies with you and make credit entries for the same in running accounts of securities and funds maintained by you. Further, subject to your discretion and valuation please treat my/our securities and funds lying to my/our credit in running accounts as margin / collateral for my/our dealings/trading.

In the event I/we have outstanding obligations 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 trading days, calculated in the manner specified by the exchanges. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funs/securities and the details of the pledge, if any. I agree that if I/we fail to bring any dispute arising from the statement of accounts or settlement so made to your notice within 7 working days from the date of receipt of funds/securities or statement, as the case may be in writing by delivery at your registered office then in that event the statement of accounts or settlement so made shall attain finality and I/we shall have no right to dispute any/either of these ever. Please do not carry out above stated settlement of running account in the event I/we avail margin trading facility. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please further note that I am entitled to revoke this authorisation at any time, however, such termination shall be subject to physical delivery of revocation letter at your registered office. I / we shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, cause by retention of securities / monies under this agreement.

My / Our preference for actual settlement of funds and securities is at least :

Once in a Calendar Quarter

Once in a Calendar Month

Thanking you,

Yours faithfully,

Signature with date

  
S7/13  
Client Signature

Name : .....

[Note : to be signed by person himself / herself not to be signed by his/her attorney/authorised person etc.]

## VERBAL ORDER ACCEPTANCE AUTHORISATION

New Berry Capitals Pvt. Ltd.  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

I /We have been / shall be dealing through you as my / our broker on the Capital Market, and/or Futures & Options Segments / Currency Derivative Segments. As my / our broker i.e. agent I/we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given.

I/We agree and acknowledge that it is advised and preferred you that I/We give instructions for order placement / modification and cancellation in writing and to avoid disputes, I/we must give instructions in exactly the format given below in duplicate (carbon copy/ photocopy only) and take signatures of atleast two authorised officers at the branch along with your company stamp on the carbon/photocopy of the instructions in acknowledgement of receipt of my/ our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my / my authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I / We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise.

I/We shall be liable for all losses, damages and actins which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Client Name:

Client Code:



Client Signature

## FORMAT FOR WRITTEN ORDERS

New Berry Capitals Pvt. Ltd.  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

Sl. No.	Exchange	Segment (Equities/ Derivatives/ Currency Derivatives)	Scrip Name/ Scrip Code Contract Description	Order Type (Regular/ Stop Loss)	Buy/ sell	Quantity	Rate	Disclosed Quantity (If any) order)	Trigger Price (If SL)	Remarks

Client Name:

Client Code:

Order Instructions Date &amp; Time:



Client Signature

## MEMORANDUM OF UNDERSTANDING

Whereas, the undersigned referred herein below as Client has entered into/executed an agreement for stock broking services with New Berry Capitals Pvt. Ltd. (NBCPL), having its Corporate Office at: A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013.

Whereas, the Client and NBCPL find it necessary and appropriate to further agree to certain terms and conditions in addition to those in the agreement already executed and referred to herein above so as to avoid any disputes later and facilitate smooth dealings.

Now, therefore, in view of the forgoing and for other good and valuable consideration the receipt, sufficiency and adequacy of which is hereby accepted the client and NBCPL enter into this Memorandum of Understanding on the terms and conditions as detailed herein below :

1. NBCPL issued contract notes which bear Order number and trade number, the Client hereby agrees that no separate order / trade confirmation slips as generated from the trading terminal need be provided to the Client.
2. It is acknowledged by the Client that NBCPL has disclosed that it does not undertake proprietary trading in addition to Clientele business.
3. The Client hereby authorizes NBCPL to maintain books of accounts on combined ledger principle i.e. to say collectively for all segments of all exchanges and any other segment or service for which the Client has an arrangement to deal through / with NBCPL. However, NBCPL shall be within its right to demand sums due separately for any specific segment and / or exchange if it so deems fit in its absolute discretion.
4. Client agrees that NBCPL shall be entitled to further pledge and/or deposit shares/stocks (securities) of the Client which may be available to NBCPL inter alia on account of the same having been deposited by Client as collateral / margin and/or lying with NBCPL on account of maintenance of running account for the Client. Such pledge / deposit may be made by NBCPL from time to time with any stock exchange / commodity exchange / clearing corporation / clearing house.
5. The Client assures NBCPL that he / she / it is eligible to enter into this Memorandum of Understanding under the applicable laws. The Client shall continuously monitor his / her / its eligibility to act under the applicable laws including but not limited to securities and Exchange Board of India (SEBI) act and Regulations framed thereunder such as insider trading etc. Foreign Exchange Management Act (FEMA) and Regulations thereunder, Income Tax Act and any other act / law / rules and regulations in force. If at any time this assurance ceases to be applicable, Client shall refrain from dealing with NBCPL forthwith.
6. The Client hereby acknowledges that he / she / it is aware that there exist certain regulations / restrictions etc. under Foreign Exchange Management act and / or issued by Reserve Bank of India (RBI) regarding investment by foreign entities / persons including non resident Indians (NRIs). The Client hereby agrees to be solely responsible to make investments only as per applicable limits / regulations in force from time to time.
7. The Client agrees to keep himself / herself / itself updated regarding the changes in the rules, regulations, bye laws of the stock exchange(s) & / or guidelines issued by SEBI and/or the requirements/procedures of NBCPL. The Client agrees that he/she/it shall keep a track of any & all such changes by logging on to the respective websites of the exchange(s) ([www.nseindia.com](http://www.nseindia.com); [www.bseindia.com](http://www.bseindia.com)) or SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) or NBCPL [www.newberrycapitals.in](http://www.newberrycapitals.in).
8. The Client shall ensure that he / she / it shall not deal through NBCPL on the stock exchange of which he / she / it is registered as a broker or a sub broker through any broker other than NBCPL except with the permission of exchange.
9. The Client agrees to ensure that he / she / it shall not act as a sub-broker / intermediary without getting registered under the provision of law in force.
10. It is Clearly understood and agreed to by client that no service/facility in the nature of portfolio management / advisory services etc. are contemplated under the agreement(s) and Memorandum of Understanding between the Client and NBCPL. No person working for or under NBCPL whether dealer, relationship manager, sub-broker or authorized person is permitted to provide any services / facilities except that of order placement in trading system (subject to limitations stated above) upon directions of Client. If the Client accepts any portfolio management services / advises / discretionary trading arrangement/facility from any person including but not limited to dealer, relationship manager, sub-broker or authorized person then in that event NBCPL shall in no way be responsible for the outcome of such services / facilities accepted by Client, and the relationship of Client with any person including with any dealer, relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between the Client and such person(s) including dealer, relationship manager, sub-broker or authorized person and Client shall have no recourse / right against NBCPL what so ever either in law or equity.
11. The Client agrees and acknowledges that trading

over telecom networks involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions, malfunctioning and dislocations etc. NBCPL does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall NBCPL or anyone involved in creating, producing, delivering or managing NBCPL's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of NBCPL or otherwise.

12. The Client hereby authorizes NBCPL to take all such steps on the Client's behalf as may be required or advisable in NBCPL's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with NBCPL or executed by NBCPL on behalf of the Client. However, nothing contained herein shall oblige NBCPL to take such steps.
13. The NBCPL / service provider may require the Client to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification number / telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter collectively referred to as "security protocols", before accepting any orders & / or for permitting access to the systems / services / facilities made available by NBCPL / service provider. The Client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically thereafter also. It shall be the responsibility of the Client using any online trading platform provided by NBCPL to completely log out rather than close / exit the browser/trading application window, NBCPL shall not be responsible or liable for any unauthorized trade and/or leakage/hacking of the Client's personal details and/or financial information available on the trading platform should the Client be negligent in adhering to the same. The client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The Client unconditionally agrees that he / she / it shall be solely responsible for any / all uses of "security protocols" whether for accessing data / information or for giving orders / dealings. The Client agrees to bear any losses / damages which may be caused by any use of or non use of "security protocols" and it shall be no defence that such access to data / information & / or the orders / deals were made through unauthorized use

of "security protocols" by any person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner. Notwithstanding anything stated hereinabove, on coming to know of any unauthorized access / use of any "security protocols", it shall be the duty of the Client to take all necessary steps including but not limited to informing NBCPL in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality are immediately stopped. NBCPL reserves right to suspend the client account/reject the orders in case of any misuse identified / wrong credential provided / any doubt on the person / manner providing the orders for and on behalf of client in the interest of safeguarding client's monies and avoid frauds.

14. Client understands that for performing the acts contemplated under this relationship/contract NBCPL has to use softwares and hardwares / machines etc. Client understand that as regards trading the softwares/programmes of stock exchanges are used with additional softwares permitted by stock exchanges such as (without limitation and as illustration) ODIN, NOW, FASTTRADE, etc. While programmes such as ODIN, NOW, FASTTRADE etc. are pre-approved by stock exchanges however no warranty / guarantees is taken either by the vendors / suppliers of any these softwares / programmes of their fool / glitch / bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading / order entry and/or false/incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc., shall not be construed as the official record of the transactions/orders. NBCPL's or service provider's (such as bank's/stock exchanges/clearing house/clearing corporation / depository participant / depository) final official record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of stock exchanges etc.). The Client agrees that this is without prejudice to the right of NBCPL/service provider to rectify any discrepancy / differences which is due to any inadvertent human error / system / computer error

etc., at any time without limitation, at the sole and absolute discretion of NBCPL and/or any of the service providers.

15. The Client hereby agrees that NBCPL may communicate / send information to the Client like order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements, trading / settlement cycles, delivery / payment schedules, policies, procedures, notices, frequently asked questions (FAQs) and any other documents / reports, using any or more of the following means or methods such as post / speed post / courier / registered post / registered post acknowledgement due / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Client's computer; by informing the Client through employees / agents of NBCPL, by publishing / displaying it on the website of NBCPL / making it available as a download from the website of NBCPL; by displaying it on the notice board of the branch / office through which the Client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc., or any other suitable or applicable mode or manner. The Client agrees that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the Client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail / voice mail service provider / SMS, etc. by NBCPL and the Client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever.
16. The Client hereby authorizes NBCPL in its absolute discretion to maintain records / books of accounts for the Client separately or collectively for different exchange / segments of the exchanges &/or any other service which the Client may be availing from time to time. It shall be the sole responsibility of the Client to ascertain the balance of securities &/or funds in all the accounts separately and the Client shall be required to pay / make available necessary monies / funds and / or securities into any one or more such segregated / aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the Client either any securities and / or monies / funds and the Client hereby agrees not to hold NBCPL responsible for considering shortage of margin / security &/or shortage of pay in obligations in any account, without aggregating / summing such account with other accounts.
17. Client agrees that any loss due to any erroneous order entry / erroneous order modification shall be entertained by NBCPL only to the extent of insurance claim received.
18. In case Client has made any purchase of securities and the delivery of the same falls short inter-Client at the broker level, Client hereby authorize NBCPL to make purchases of the same in the market to make available the delivery of the said securities to Client.
19. In case Client has made any sale of securities and due to any exigencies Client is unable to make available the delivery of the same in the designated account within the designated time and it is an inter Client delivery at broker level, Client hereby authorizes NBCPL to make purchases of the same in the market on Client's behalf to make available the delivery of the said securities to the opposite party.
20. Client hereby authorizes NBCPL to debit client's account with depository services charges, bank charges on account of dishonor of cheques, stop payment instruction charges, demand draft / pay order / PGP charges, NEFT / RTGS charges, call and trade charges, SMS charges, settlement / professional charges (for as may be applicable to NRIs), research service / message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings / follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. generally various investment avenues / products, processing fees/charge towards contract note/statement of account etc. and any other such or similar fees / charges as may become applicable from time to time.
21. The Client agrees that each participating Exchange or Associations or Agency that supplied any data to be displayed on the website asserts of proprietary interests in all of the market data it furnishes parties that disseminate the said data. Neither the Stock Broker nor any agency or any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information or messages disseminated to or by the party. The services of Stock Broker are provided on an "as available" basis without warranties of any client, either express or implied, including, without limitation, those of merchantability and fitness for a particular purposes.



## POWER OF ATTORNEY

## POWER OF ATTORNEY IN FAVOR OF NEW BERRY CAPITALS PVT. LTD.

ALL TO WHOM THESE PRESENTS SHALL COME, I/ We.....  
 residing at / having place of business / registered office at .....  
 ..... and holder of trading account having client code (UCC)  
 .....

WHEREAS I / We wish to avail / participate in the Off Line trading / On-Line trading / E-brokeing & web based facilities and / or services (hereinafter refereed to as said Services) offered by New Berry Capitals Pvt. Ltd., having its address at A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013. (hereinafter referred to as NBCPL) through its website or any other website and / or any other medium used for offering said Services

NOW THESE PRESENTS WITNESS that I/we, do hereby, jointly and severally nominate, constitute and appoint NBCPL acting through any of its directors, officers and / or agents, as my / our true and lawful Constituted Attorney (hereinafter referred to as the said Attorney) for me / us, in my / our name and on my / our behalf and at my / our risk and costs to do, exercise and perform all or any of the following acts, deeds and things:

1. To debit and/or credit my/our demat accounts specified below in terms of the agreements for transactions entered by me/us or on my/our behalf or in my/our name with NBCPL on any recognized Exchanges and operate them for the following purpose:
  - Transfer of securities held in my/our beneficial owner account(s) towards recognized exchanges related margin/Settlement obligations arising out of trades executed by me/us on the recognized exchanges through NBCPL
  - Pledge the securities in favour of NBCPL for the limited purpose of meeting my/our margin requirements in connection with the trades executed by or for me/us on the recognized exchanges through NBCPL
  - To apply for various products like Mutual Funds, Public Issue (shares as well as debentures), rights, offer of shares, tendering shares in open offer etc. pursuant to my/our instructions.
  - Details of My/Our demat accounts to be operated

Sr. No.	Demat Client ID	DP ID	DP Name	Name of Beneficial Owner/s

2. Transfer of funds from my/our below mentioned bank account(s) in terms of the agreements for transactions entered by me/us or on my/our behalf or in my/our name with NBCPL on any recognized Exchanges for the following:

- For meeting my/our settlement obligations margin requirements in connection with the trades executed by or for me/us on any of the recognized exchanges through NBCPL.
- For recovering any outstanding amount due from me/us arising out of my/our trading activities on any of the recognized exchanges through NBCPL.
- For meeting obligations arising out of me/us subscribing to such other Products/facilities/services through NBCPL like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares in buyback etc.
- Towards monies/fees/charges, etc. due to the NBCPL as a Stock Broker/Depository Participant/ Principal payable by virtue of me/us using/subscribing to any of the facilities/services availed me/us at my/our instance.

Details of My/Our Bank Accounts to be operated

Sr. No.	Bank Account No.	Bank Name & Branch	Name of Account Holder



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Client's Signature

Client's Signature


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3. To transfer fund and/or securities to the accounts of NBCPL. Details of primary Bank Account of NBCPL are as under, which can be changed as and when required by NBCPL or additional bank accounts can be added by NBCPL.

Annexure to Power of Attorney for meeting the payin / Margin obligation on the stock exchanges for the transactions carried out by me / us.

Sr No.	Name of the Account Holder	Demat A/c. No.	CM-BP ID	DP Name	Purpose
1	New Berry Capitals Pvt. Ltd.	IN300484 13280794	IN514904	Axis Bank Ltd.	NSE Pay-in A/c.
2	New Berry Capitals Pvt. Ltd.	IN300484 13811178	IN632969	Axis Bank Ltd.	BSE Pay-in A/c.
3	New Berry Capitals Pvt. Ltd.	12058900 00000164	-	New Berry Capitals Pvt. Ltd.	NSE Pay-in A/c.
4	New Berry Capitals Pvt. Ltd.	12058900 00004363	-	New Berry Capitals Pvt. Ltd.	BSE Pay-in A/c.
5	New Berry Capitals Pvt. Ltd.	IN301151 27648183	-	HDFC Bank Limited	Margin A/c.
6	New Berry Capitals Pvt. Ltd.	13027500 00000281	-	Axis Bank Ltd.	Margin A/c.

Details of primary Demat Account of NBCPL are as under, which can be changed as and when required by NBCPL or additional demat accounts can be added by NBCPL.

New Berry Capitalu Pvt. Ltd.		
Bank Account Number	Nature	Branch
914020027124028	Current Account - Business A/c	Fort
914020031031312	Current Account - Own A/c	Fort
914020030391374	Client Account - NSE	Fort
004010203160330	Depository A/c	Fort
914020030990337	NSE F & O Settlement	Fort
914020031027627	NSE Cash Settlement	Fort
914020030992980	NSE Exchange Dues	Fort
06682000001718	HDFC Bank - Business A/c	Vile Parle
183010200006552	Current A/c - Business A/c	Vile Parle
910020013986267	Client Account - BSE	Fort
910020013988920	BSE Settlement	Fort

4. To make necessary applications on my/our behalf to any officials or authorities in India, including but not limited to, the Central Government, and/or the Reserve Bank Of India, Income Tax Authority, Stock Exchanges, Securities and Exchange Board Of India in connection with my/our purchase/sale/transfer holding and continuing to hold securities, and to represent me in all respects before such authority/ies and establish without encumbrance the ownership of securities in my name.

5. To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. and to sell, transfer and endorse the same or redeem the same either through internet using identification number issued by any Mutual Fund from time to time or otherwise, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, applications and papers as may be necessary for acquiring or transferring/redeeming the same, marking pledge/lien on such securities trades for which has been executed through NBCPL and/or for transferring the investments in the units of Mutual Funds from one scheme to another or between Mutual Funds

6. To make applications for or to renounce and sign renunciation forms in respect of bonds/debentures, right shares and additional shares of any Company/ Body/ Authority and to receive and hold such rights or additional shares bonds or debentures.

7. To sign the necessary forms and other documents if any and to file the same with the company/ies concerned for purchase, sell redemption or otherwise transfer of such securities and transferring it in my /our name.

8. To receive and hold certificate/s, title documents, account statements and other documents and writings pertaining to the securities mentioned above and/or amount invested, advanced or expended by me / us or on my / our behalf and to acknowledge the receipt of the same.

9. To forward all such applications placed through the website to the online- IPO module of the concerned Exchange or owner/user of Investment Product.

10. To do all such acts and things as may be necessary to effect the subscription/purchase/redemption or any other transaction in any securities and / or Investment Product for which services are availed from NBCPL.

11. To demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend/interest warrants or certificates, receive all debts, sums of money, principal, interest, dividend or other dues of whatever nature or account which are now or at any time due and payable and belong to me/us on any account(s).



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Client's Signature

12. To comply and /or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.

It is clarified that all definitions will have the same meaning as provided under the Securities and Exchange Board of India Act, 1992, Companies Act, 1956 or any other relevant Acts.

Except for the powers provided herein, NBCPL shall not have any other powers unless the same is incidental and integral to the powers given and which is required to be exercise for discharging its responsibilities.

NBCPL would return to me/us, the securities or fund that may have been received by it erroneously or those securities or fund that it was not entitled to receive from me/us. In case of merger/ demerger of the NBCPL with another entity/ into another entity, the scheme of merger/ demerger should be approved by High Court and one month prior intimation given to me/us about the corporate restructuring to facilitate me/us to continue or discontinue with NBCPL.

And I/We hereby declare that NBCPL shall not transfer the rights provided under this Power of Attorney in favour of any assignees of NBCPL

And I /we hereby authorize NBCPL through any of its Directors/Officers to do all such acts which are incidental to and/or ancillary to the overall objective of smooth facilitating the transaction on my behalf. Any incidental act within the overall spirit of giving effect to this understanding shall not be deemed acts outside the purview of the power. However, there is no power granted to deal in securities without our consent.

AND I/ we hereby agree that all such acts done by my/our above mentioned attorney shall be deemed to be acts done by me/us and if necessary shall be ratified by me/us on the instructions of the said attorney.

AND I/ WE DO HEREBY CONFIRM AND DECLARE THAT this Power of Attorney shall be valid, effective and operative (being power coupled with interest) and shall remain in force and the same can be revoked by me/us any time by giving adequate intimation in writing to NBCPL and such revocation or termination shall in no way affect the validity of this POA with reference to any transactions in initiated by my/our attorney, prior to the actual receipt by the Attorney of the notice of such revocation or termination, has above provided.

AND I/We hereby agree that any dispute arising out of operations of this power of attorney relating to broking transaction shall be subject to the grievance redressal procedure of stock exchanges and shall be subject to the procedure as prescribed by the exchange bye laws where the trades have been executed. In case of dispute arising out of depository participant related transaction, they shall be subject to the bye laws of the concerned depository. This document shall be subject to the jurisdiction of the Courts in Mumbai.

MADE at on this..... day of.....20.....\_IN WITNESS WHEREOF I/We have hereunto set and subscribed my /our respective hands to these presents the day and the year herein above written.

  
S11/13  
\_\_\_\_\_  
Client's Signature

We, hereby agree to exercise the powers conferred upon us in terms of the clauses mentioned herein above.

For New Berry Capitals Pvt. Ltd.

Client Name:

Client Code

Witnesses	
1. Name	
Address	Signature
2. Name	
Address	Signature

Witnesses	
1. Name	
Address	Signature
2. Name	
Address	Signature

**TERMS AND CONDITIONS**

New Berry Capitals Pvt. Ltd. (NBCPL) will, as its discretion, provide its company research reports/news, results and event updates/sector reports/monthly commentary/regular compendium (together Reports) to its clients either in the form of a written market commentary or research report sent in e-mail, fax form or SMS or through postal or courier service. A brief extract of the reports may also be sent, on enrolment, in SMS, e-mail or fax form.

**To avail of report, clients are required to understand and confirm/accept the following:**

1. Clients have read and understood in full the terms and conditions contained in the member client agreement and risk disclosure documents, provided therein. Clients are also to read and understand the important disclosures and disclaimers forming part of each report.
2. The reports/TTD reports are for the general information of clients of NBCPL. They do not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of the individual clients.
3. No information published in the Reports/TTD reports constitute a solicitation or offer, or any kind of recommendation, to buy or sell any investment instruments, to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in the reports can be substantial. Clients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
4. The information published and opinions expressed are provided by NBCPL for personal use and for informational purposes only and are subject to change without notice. NBCPL makes no representation (either express or implied) that the information and opinions expressed in the Reports/TTD reports will be accurate, complete or up to date. Clients should obtain advice from a qualified expert before making any trading decision. The stated price of any securities mentioned in the Reports/TTD reports will be as of the date indicated and is not a representation that any transaction can be effected at this price. Neither NBCPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in the Reports.
5. NBCPL will exercise due diligence in checking the correctness and authenticity of the information contained in the Reports, but NBCPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in the Reports or any action taken on basis of the Reports/TTD reports. Price and value of the securities forming part of the reports may go up or down. Past performance is not a guide for future performance.
6. NBCPL may use brand names for its reports/TTD reports. Such names would represent the brand and not the nature or feature of the reports.
7. The contents of the Reports/TTD reports cannot be copied, reproduced, republished, uploaded, posted transmitted or distributed for any non-personal use without obtaining prior permission from NBCPL.
8. The proprietary trading and investment businesses of the New Berry Capitals Pvt. Ltd. may make investment decisions that are inconsistent with the views expressed in the reports/TTD reports.
9. NBCPL and its affiliates, officers, directors, and employees world wide may : (a) from time to time, have long or short positions, in and buy or sell the securities thereof, of company (ies) mentioned in the Reports/TTD reports or (b) be engaged in any other transaction involving such securities and earn brokerage or other compensation or act as a market maker in the financial instruments of the company (ies) mentioned in the Reports/TTD reports or act as advisor or lender/borrower to such company (ies) or have other potential conflict of interest with respect to any view and related information and opinions mentioned in the Reports/TTD reports.
10. NBCPL reserves the option to provide all or any of the reports/TTD reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
11. Clients who enroll for SMS/e-mail/Fax delivery of brief extract of the reports/TTD reports are required to read the full reports.
12. NBCPL does not guarantee completeness, error, delay, interruption or timeliness or delivery in whole or in part of any of the reports/TTD reports or their extracts. The same is provided on an "as-is" and "as-available" basis.
13. Users should check with their service providers/operator for charges, if any.

**CLIENT ACCEPTANCE**

I/We hereby acknowledge that, NBCPL may at its discretion, at my/our request provide me/us with the Reports/TTD reports or its brief extract. I/We have made the request after understanding and accepting its terms, conditions and risks set forth above.

SMS AND EMAIL ALERTS FACILITY

To,
New Berry Capitals Pvt. Ltd.
A 602, Level 6, Marathon Next Gen Innova,
Ganpatrao Kadam Marg,
Lower Parel (West), Mumbai - 400 013.

Dear Sir,

Sub: SMS and Email alerts facility by Stock Exchange

I/We are aware that the stock exchanges have commenced process of confirming to investors details of their transactions carried out through stock brokers vide SMS and Email alerts on mobile and email I'd of the investor respectively.

According I/We record our consent to receive the following:

Table with 4 columns: S.No, Alert Type, Yes, No. Rows include SMS alerts, Email alerts, and SMS and email alerts.

I/We provide herewith the mobile number and email I'd for receiving the details of the transactions:

Mobile No. [Grid]

Email id [Grid]

Registration in the name of [ ] Self [ ] Others

In case registered in the name of any other person please specify the following:

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

Relationship with the Client [ ] Spouse [ ] Dependant Child [ ] Dependant parent

I/We also understand that stock brokers are required to provide information of mobile no and email I'd to stock exchange for their clients to avail this facility and I/We hereby authorise NBCPL to provide such information to stock exchange.

I/We understand and agree that NBCPL may at its discretion conduct necessary checks to ascertain that the mobile number and email I'd above belong to me/us before passing on information to the stock exchange. Further, I/We understand and agree that stock exchange may also carry out necessary checks as they deem fit before enabling such facility to me/us.

I/We understand and agree that NBCPL is merely facilities transmission in order that I/We are able to avail this facility and undertake to indemnify NBCPL, its employees and its affiliates from any losses / claims damages that may arise in this regard.

Yours faithfully

Name of Client [Grid]

[Signature]
Client Signature

## AUTHORIZATION FOR ELECTRONIC STATEMENTS (VOLUNTARY)

To,  
 New Berry Capitals Pvt. Ltd.  
 A 602, Level 6, Marathon Next Gen Innova,  
 Ganpatrao Kadam Marg,  
 Lower Parel (West), Mumbai - 400 013.

**Sub: Letter of Authority/Mandate of Issuance of Statement in electronic form (Trading and Demat Account)**

Dear Sir/Madam,

In reference to my/our dealing with you client, I/We confirm that I/We am/are desirous of receiving digital contract notes, bills, ledgers, transaction statement, monthly/Quarterly demat statement of Account/holding statement (s)bills or other reports, statement (S), related notices, Circular, amendments and such other time to time in electronic form, subject to the terms and conditions prescribed by SEBI, the respective Sock Exchange and NBCPL.

I/We further hereby confirm that we wish to receive/ continue to receive the electronic contract notes/ statements on the following email address, which e-mail address has been generated by me/us.

Email Account 1	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Email Account 2	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>

I/We further hereby agree that NBCPL shall fulfill the legal obligation, if the above statement(S) are sent electronically to any of the above mentioned email account(s). I/We further agree that you shall be entitled to consider non-receipt of any delivery failure notification by you as confirmation of delivery of the contract note at my/our email address.

I/We understand and agree that any change in my/our e-mail address shall be communication to NBCPL by me/us through a physical letter addressed to NBCPL or through secured access by way of client specific user id and password.

I have read the Terms and Condition mentioned in the Member Client Agreement and agrees to the same.

My/Our Unique Code is	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>																					
My/Our BO ID is	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15px;">1</td><td style="width: 15px;">2</td><td style="width: 15px;">0</td><td style="width: 15px;">5</td><td style="width: 15px;">8</td><td style="width: 15px;">9</td><td style="width: 15px;">0</td><td style="width: 15px;">0</td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> <td style="width: 15px;"><input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></td> </tr> </table>	1	2	0	5	8	9	0	0	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
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Yours Faithfully,

	Name of Holders	Client Signature(s)
Sole/First Holder		
Second Holder		
Third Holder		

# ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT

## NEW BERRY CAPITALS PRIVATE LTD.

A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013.

SEBI REG. NO.: IN - DP - CDSL - 703-2013

(To be filed by the Depository Participant)

Application No.		Date	D	D	M	M	Y	Y	Y	Y								
DP Internal Reference No.																		
DP ID	1	2	0	5	8	9	0	0	Client ID									

(To be filed by the applicant in BLOCK LETTERS in English)

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

### Holders Details

Sole/First Holder's Name	PAN	
Second Holder's Name	PAN	
Third Holder's Name	PAN	

<b>Name*</b>	

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

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

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

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

Guardian's Name	PAN	
Relationship with the applicant		

I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Statement Requirement	<input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly
I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you wish to receive dividend / interest directly in to your bank account given below through ECS? (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Bank Details [Dividend Bank Details]**

Bank Code (9 digit MICR code)										
IFS Code (11 character)										
Account number										
Account Type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Other (specify) _____									
Bank Name										
Branch Name										
Bank Branch Address										
City		State		Country		PIN Code				

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
- (ii) Photocopy of the Bank Statement having name and address of the BO
- (iii) Photocopy of the Passbook having name and address of the BO, (or)
- (iv) Letter from the Bank
  - In case of option (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

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

**Nomination Details**

Nomination Registration No.	Dated

I/We the sole holder / Joint holders / Guardian (in case of minor) hereby declare that:

- I/We **do not wish to nominate any one for this demat account.**
- I/We nominate the following person who is entitled to receive security balances lying in my/our account, particulars whereof are given below, in the event of my / our death.

Full name of the Nominee											
Address											
City		State									
Country		PIN									
Telephone No.						Fax No.					
E-mail ID											
Relationship with BO (if any)											
Date of birth (mandatory If nominee is a minor)		DD		MM		YYYY					





As the nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the Sole holder / all Joint holders, I/We appoint following person to act as **Guardian**:




Full name of Guardian of Nominee							
Address							
City				State			
Country				PIN			
Telephone No.				Fax No.			
E-mail ID							
Relationship of Guardian with Nominee							

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Note : Two witnesses shall attest signature(s) / thumb impression(s)

Details of the Witness		
	First Witness	Second Witness
Name of witness		
Address of witness		
Signature of witness		

I/We have read the terms & conditions DP-BO agreement and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Name			
Signatures			
S12/13			

(Signatures should be preferably in black ink).

(Please Tear Here)

### Acknowledgement Receipt

Application No.: \_\_\_\_\_

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

we hereby acknowledge the receipt of the Account Opening Application Form :

Name of the Sole / First Holder	
Name of Second Holder	
Name of Third Holder	

Depository Participant Seal and Signature



Please fill in ENGLISH and in BLOCK LETTERS with black ink

Second holder's details

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).  
Name 

--

Father's/Spouse Name 

--

2. Gender  Male  Female    **B. Marital status**  Single  Married    **C. Date of Birth** [ d | d ] / [ m | m ] / [ y | y | y | y ]

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] Please enclose a duly attested copy of your PAN Card  
Unique Identification Number (UID)/Aadhaar, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)  
 UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others \_\_\_\_\_ (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix the recent passport size photograph and sign across it

**B. Address Details (please see guidelines overleaf)**

1. Address for Correspondence  

--

City / Town / Village	Pin Code	
State	Country	

2. Contact Details  

Tel. (Off.)	(ISD)	(STD)		Tel. (Res.)	(ISD)	(STD)	
Mobile	(ISD)	(STD)		Fax	(ISD)	(STD)	
E-Mail Id.							

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
 \*Not more than 3 Months old. Validity/Expiry date of proof of address submitted [ d | d ] / [ m | m ] / [ y | y | y | y ]

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant  

--

City / Town / Village	Pin Code	
State	Country	

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.  
 Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_  
 \*Not more than 3 Months old. Validity/Expiry date of proof of address submitted [ d | d ] / [ m | m ] / [ y | y | y | y ]

**C. Other Details (please see guidelines overleaf)**

1. Gross Annual Income Details (Please tick (✓)  Below 1 Lac  1-5 Lac  5-10 Lac  10-25 Lac  > 25 Lacs  
OR  
 Net-worth in ₹. (\*Net worth should not be older than 1 year) \_\_\_\_\_ as on (date) [ d | d ] / [ m | m ] / [ y | y | y | y ]

2. Occupation (Please tick (✓) any one and give brief details):  
 Private Sector Service  Public Sector  Government Service  Business  Professional  Agriculturist  Retired  
 Housewife  Student  Forex Dealer  Others (Please specify) \_\_\_\_\_

3. Please tick, if applicable:  Politically Exposed Person  Related to a Politically Exposed Person  
 For definition of PEP please refer guideline overleaf

4. Any other information: \_\_\_\_\_

<b>DECLARATION</b>	<b>SIGNATURE OF APPLICANT</b>
I hereby declare that the details furnished above are true and correct to the best of my/our 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/we are aware that I/we may be held liable for it.	
Place: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] Date: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

<b>FOR OFFICE USE ONLY</b>	IPV Done <input type="checkbox"/> on [ d   d ] / [ m   m ] / [ y   y   y   y ]	
AMC/Intermediary name OR code _____ <input type="checkbox"/> (Originals Verified) Self Certified Document copies received <input type="checkbox"/> (Attested) True copies of documents received Main Intermediary	Seal/Stamp of the intermediary should contain Staff Name Designation Name of the Organization Signature Date	Seal/Stamp of the intermediary should contain Staff Name Designation Name of the Organization Signature Date

A.

1  
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B.

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2.  
3.

AN...  
r a...  
Voter's Identity Card/ Driving License/  
Public Financial Institutions, Colleges affiliated to  
Universities, Professional Bodies such as ICAI, ICWAI,  
ICSI, Bar Council etc., to their Members, and Credit Cards/  
Debit Cards issued by Banks.

**C. PROOF OF ADDRESS (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission)**

- 1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/ Flat Maintenance bill/Insurance Copy.

- 5. In case of institutional clients, namely, FIIs, MFs, VCFs, ~~FCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956~~, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

**Know Your Client (KYC)  
Application Form (For Individuals Only)**



Please fill in ENGLISH and in BLOCK LETTERS with black ink

Third holder's details

**A. Identity Details (please see guidelines overleaf)**

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 



 Please enclose a duly attested copy of your PAN Card

Unique Identification Number (UID)/Aadhaar, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others 



 (Please see guideline 'D' overleaf)

**PHOTOGRAPH**  
  
Please affix the recent passport size photograph and sign across it

**B. Address Details (please see guidelines overleaf)**

1. Address for Correspondence



City / Town / Village 



 Pin Code 



  
State 



 Country

2. Contact Details

Tel. (Off.) (ISD) (STD) 



    Tel. (Res.) (ISD) (STD) 



  
Mobile (ISD) (STD) 



    Fax (ISD) (STD) 



  
E-Mail Id.

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant



City / Town / Village 



 Pin Code 



  
State 



 Country

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

**C. Other Details (please see guidelines overleaf)**

1. Gross Annual Income Details (Please tick (✓)  Below 1 Lac  1-5 Lac  5-10 Lac  10-25 Lac  > 25 Lacs  
OR

Net-worth in ₹. (\*Net worth should not be older than 1 year) \_\_\_\_\_ as on (date)

2. Occupation (Please tick (✓) any one and give brief details):

Private Sector Service  Public Sector  Government Service  Business  Professional  Agriculturist  Retired  
 Housewife  Student  Forex Dealer  Others (Please specify) \_\_\_\_\_

3. Please tick, if applicable:  Politically Exposed Person  Related to a Politically Exposed Person

For definition of PEP please refer guideline overleaf

4. Any other information: \_\_\_\_\_

**DECLARATION**

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

Place:

Date:

**SIGNATURE OF APPLICANT**



**FOR OFFICE USE ONLY**

AMC/Intermediary name OR code \_\_\_\_\_

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received  
Main Intermediary

Seal/Stamp of the intermediary should contain  
Staff Name  
Designation  
Name of the Organization  
Signature  
Date

IPV Done  on

Seal/Stamp of the intermediary should contain  
Staff Name  
Designation  
Name of the Organization  
Signature  
Date

# INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

## A. IMPORTANT POINTS:

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

## B. PROOF OF IDENTITY (POI): List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID Card / Driving License
3. Identity card / document with applicant's Photo, Issued by any of the following: Centrals/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit Cards/ Debit Cards issued by Banks.

## C. PROOF OF ADDRESS (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/ Flat Maintenance bill/Insurance Copy.

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

## D. EXEMPTIONS/CLARIFICATIONS TO PAN

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

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

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

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

# **NEW BERRY CAPITALS PRIVATE LTD.**

A 602, Level 6, Marathon Next Gen Innova, Ganpatrao Kadam Marg, Lower Parel (West),  
Mumbai - 400 013. Tel.: +91 22 3050 8442 Email ID: ops@newberry.in Website: www.newberry.in

IN - DP - CDSL - 703 - 2013  
DP - ID - 12058900

## **Annexure A**

### **Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alert**

### **Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL.**

#### Definitions:

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

1. "Depository" means Central Depository Service (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400 001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of Dps who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The terms covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an agreement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

#### Availability:

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

#### Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period to time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'OFF' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and / or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and / or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred / suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorised debit to his BO account / unauthorised transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorised debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for anon-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorisation, the BO should immediately inform the DP in writing.

**Fees:**

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

**Disclaimer:**

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

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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

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

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

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

I/We provide the following information for the purpose of Registration / modification (Please cancel out what is not applicable)

BOID

1	2	0	5	8	9	0	0												
---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--

(Please write your 8 Digit DPID)

(Please write your 8 Digit BOID)

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

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

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

Mobile Number on which messages are to be sent

+91																			
-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Email ID \_\_\_\_\_

(Please write only ONE valid email ID on which communication; if any, is ti be sent )

S13/13 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatures

Sole / First Holder

Second Holder

Third Holder

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

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

**LETTER TO BE SIGNED BY ALL CLIENTS OF FRANCHISEE**

The Director  
**New Berry Capitals Pvt. Ltd.**  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

**Sub: Registration as a Client with New Berry Capitals Pvt. Ltd. (NBCPL) through**  
\_\_\_\_\_ **(Name of Franchisee)**

Dear Sir/Madam,

I/We refer to my/our application for registration as a Client with New Berry Capitals Pvt. Ltd. (NBCPL) through  
\_\_\_\_\_ (Name of Franchisee) having their office/residence at  
\_\_\_\_\_

In connection with the 'Know Your Client' (KYC) duly signed by me/us for registration as a Client with you through \_\_\_\_\_  
\_\_\_\_\_ (Name of Franchisee), I/we hereby state & submit as follows:

- I/we am/are aware that we shall be registered as a client of New Berry Capitals Pvt. Ltd.
- The trading and other instruction for facilitating and carrying out business issued telephonically or through any other means either express or implied by an authorised representative of my/us shall be binding on me/us.
- I/we hereby authorize \_\_\_\_\_ (Name of Franchisee) having their office/residence at \_\_\_\_\_  
\_\_\_\_\_ to trade and transact in securities for and behalf of me/us.
- All transaction under this KYC or under any other agreement/memorandum of understanding/contract or otherwise with NBCPL has/have been executed on behalf of me/us by \_\_\_\_\_  
(Name of Franchisee) and the same shall be accepted by me/us.
- I/we shall be bound by all the acts and transaction undertaken by NBCPL in my/our trading account pursuant to the instruction of \_\_\_\_\_  
(Name of Franchisee)
- I/we hereby further agree and accept all such or other action of \_\_\_\_\_  
(Name of Franchisee) and undertake to meet all obligations arising out of these transaction.
- I/we am/are aware that all payments towards these transactions shall be made only through cheque/DD drawn in favour of Keynote Capitals Ltd.
- I/we am/are aware that no payment shall be made in cash under any circumstances.
- I/we am/are hereby state and confirm that New Berry Capitals Pvt. Ltd., shall never be responsible for any of my personal dealing with \_\_\_\_\_  
(Name of Franchisee) or its employees.

In acceptance of the all of above clauses and the clauses mentioned in the other documents duly signed and executed by me/us along with the KYC, I/we request you to register me as client.

Thanking You,

Sign & stamp:

Sign & stamp:

Name of Client:

Name of Franchisee

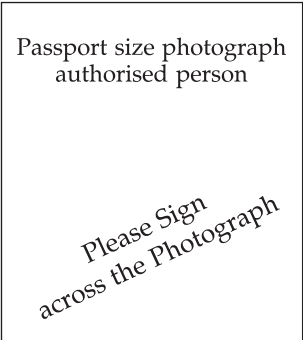


**AUTHORIZATION LETTER**

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

From,

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



To,  
New Berry Capitals Pvt. Ltd.  
A 602, Level 6, Marathon Next Gen Innova,  
Ganpatrao Kadam Marg,  
Lower Parel (West), Mumbai - 400 013.

Dear Sir,

This is to inform you that I, \_\_\_\_\_ having a client trading  
account no. \_\_\_\_\_ with you, wish to authorise Mr./Mrs./Ms. \_\_\_\_\_,  
son/wife/daughter of \_\_\_\_\_ Occupation/designation  
\_\_\_\_\_ residential address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Tel.: \_\_\_\_\_ Email: \_\_\_\_\_

whose signature is given below, to do business, place, execute, modify or cancel orders to buy and sell Equity Shares, futures & options contract and receive and deliver the cheques, demand drafts, funds deliveries, documents, contract note, acknowledgement, account and pending position statements etc. from/to your organization.

Further, I authorize you to accept all instructions, from above mentioned person pertaining to settlement of transactions in my account, for and on behalf of me in my Trading A/c. No. \_\_\_\_\_

I attest the specimen signature of the above mentioned authorized person as shown hereunder. The authorization shall remain in force unless otherwise it is revoked in writing and such revocation is intimated to you in writing. I shall be bound by all the acts and transactions undertaken by you in the said account pursuant to the instructions of the above said person.

Specimen signature of authorized person

Thanking you  
Yours faithfully,

X

Name and Signature of client