

S.No.:



# CLIENT REGISTRATION FORM



Moneywise. Be wise.

Corporates / Partnership Firms and Others

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

DP Client ID : \_\_\_\_\_

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

DP Control No. : \_\_\_\_\_

**ACCOUNT OPENING REQUIREMENTS**

**(All Sub-brokers/Branches should ensure that the supplementary agreement is also executed)**

All are requested to verify the identity of the client either by visiting the premises of the client(s) or by the client personally visiting the Sub-brokers/Branches. Address of the client(s) has to be verified by the Sub-brokers/Branches.

**For Corporate Body**

- 1) Certified true copy of Board Resolution for person(s) authorized by the Board of Directors to act as Authorized Signatory(ies)
- 2) Certified true copy of Memorandum & Articles of Association
- 3) Certified true copy of correspondence & permanent address proof of the Company
- 4) Certified true copy of PAN card of the Company
- 5) Certified true copy of company's Bank Account proof (Cancel cheque and latest bank statement)
- 6) List of Directors and Promoters on company letterhead
- 7) Details with copy of PAN card, residential address proof and photo of Authorised signatory(ies), whole time directors and individual promoters holding 5% or more in the shareholding of the company
- 8) Certified true copy of Balance Sheet for the last 2 financial years. (Copy of Balance Sheet to be submitted every year)
- 9) Copy of latest share holding pattern including list of all those holding more than 5% in share capital of the company, duly certified by the company secretary / director(s) / MD. (Copy of updated shareholding pattern to be submitted every year)
- 10) Net Worth Certificate of the Company duly certified by Chartered Accountant

**For Partnership Firm**

- 1) Notorized & certified true copy of the Partnership Deed.
- 2) Certified true copy of correspondence & permanent address proof of the Partnership Firm.
- 3) Certified true copy of PAN card of the Partnership Firm
- 4) Certified true copy of Firm's bank account details (cancelled cheque and latest bank statement)
- 5) Self attested latest passport size colour photograph of all the partners.
- 6) Self Attested copy of PAN card and residential address proof of all the partners
- 7) Authority Letter in favour of partner(s) on letterhead of firm
- 8) Certified true Copy of the balance sheet for the last 2 financial years. (Copy of Balance Sheet to be submitted every year)
- 9) Self Attested DP Account proof (The DP account cannot be opened in the name of a partnership firm. It has to be opened in the name of the partners i.e. joint account of partners).

**For Trust**

- 1) Certified true copy of the Trust Deed and Rules.
- 2) Certified list of all the trustees & Authorized Signatory(ies) with their Designation & Specimen Signatures.
- 3) One self attested latest passport size coloured photograph of each of the Authorized Signatory with their Signature across the face of the Photograph.
- 4) Address and ID proof of all the trustees.
- 5) Certified true copy of correspondence & permanent address proof of the Trust.
- 6) Trust's Bank Account proof clearly mention Bank Account No. Branch Name & Name of the Trust alongwith one cancelled cheque.
- 7) PAN No. and Registration No. of the Trust (Proof require for the same).
- 8) DP Account can be open in the name of Trust (if it is a Register or Public Trust) while incase of Unregistered or Private Trust, DP Account should be open in the names of Trustee(s).
- 9) Certified True copy of Board Resolution for person(s) Authorized by the Board to act as Authorized Signatory(ies).

**For Identity proof :** (Any one of the following)

- 1) Photocopy of Valid Passport **(Page containing the date of expiry also to be attached)**
- 2) Photocopy of Voters Identity card.
- 3) Photocopy of Valid Driving License **(Page containing the date of expiry also to be attached)**
- 4) Photocopy of Pan card
- 5) Photocopy of MAPIN Card

**For Address proof :** (Any one of the following) - **(Provided the entire address written on the form matches with the proof)**

- 1) Photocopy of Ration card.
- 2) Photocopy of Valid Passport **(Page containing the date of expiry also to be attached)**
- 3) Photocopy of Voters Identity card.
- 4) Photocopy of Valid Driving License (Page containing the date of expiry also to be attached)
- 5) Photocopy of Telephone or Electricity bill. **(Government entity only & should not be more than 2 months old)**
- 6) Photocopy of Leave-License/Purchase Agreement of the address mentioned in the form.
- 7) Photocopy of Bank Passbook or latest Bank statement of the address mentioned in the form.
- 8) Photocopy of Latest Flat Maintenance Bill of the address mentioned in the form.

**For Bank Account Proof (any one of the following) :**

- 1) Photocopy of cheque / Cancelled cheque having the name of Account holder where the Cheque Book is issued **(compulsory in case of MICR)**
- 2) Self attested photocopy of Bank Statement / Passbook mentioned the Bank Account No., Branch Name and Client Name with Address **(Not older than 4 months)**
- 3) In case any Letter issued by the bank, MICR Code should be mentioned on the document and should be self attested by the Client

**For Demat Account Proof (any one of the following) :**

- 1) Photocopy of Client Master.
- 2) Photocopy of the Bill paid clearly mentioned the DP ID, Beneficiary ID and the name of the Client (s).

**NOTE :**

- 1. Please fill the information in **CAPITAL LETTERS**.
- 2. Details like name of the branch, name of the client & address and other details of the client required to be mentioned in the form and Agreement.
- 3. **Signature are required on all pages of the agreement.**
- 4. All the details (Name & address of the client) must be filled.
- 5. Name, Address & signature of the witness are compulsory. (Please note that 2 witness are required to sign on behalf of the client)
- 6. Please note that if the signatures on the form & the proof provided differs, the form will be liable for rejection. In such cases the client has to get his signatures.
- 7. All documents collected will be verified with the original and the Client will have to self attest the photocopies.
- 8. All communications shall be sent at the Correspondence Address of the Sole / First Holder only.
- 9. Thumb impressions & signatures other than English or Hindi or any of the any languages not contained in the 8th Schedule of Constitution of India must be attested by Magistrate / Notary Public / Special Executive Magistrate under his/her official seal.

**IMPORTANT NOTE**

- 1. Signature of the Client / First Holder
- 2. Signature of the Second Holder
- 3. Signature of the Third Holder
- 4. Signature of the Witness
- 5. Signature of the Broker/DP/Any other (s)
- 6. Signature of the Sub-Broker



**FOR OFFICE USE ONLY:**

Pre Verification by:.....
A/c opened by:.....
Post verification by:.....
Brokerage Verification by:.....



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ACKNOWLEDGMENT SLIP

No. : [ ]

I / We acknowledge receiving from Mr. / Ms. / Mrs. : [ ]

A/c opening fees : Rs. : [ ] Drawn On : [ ] Cheque No. : [ ]

Margin Cheque : Rs. : [ ] Drawn On : [ ] Cheque No. : [ ]

EXE Name : [ ] EXE Code : [ ]

Branch Name : [ ] Branch Code : [ ]

EXE Sign. & Date (with stamp) : [ ]

Note :

(i) Please issue the cheque in the favour of **SMC GLOBAL SECURITIES LTD.**

(ii) Please note that this acknowledgement does not constitute automatic acceptance of the documents and places no obligation other than the receipt of the indicated documents to SMC.

Remarks :

## OUR MAIN BRANCHES

- AHMEDABAD  
91-79-30074884/88
- COCHIN  
91-484-2312282/83
- GHAZIABAD  
91-120-4126292 to 95
- KOLKATA  
91-33-39847000
- MYLAPORE (CHENNAI)  
91-44-42108069
- AMRITSAR  
91-183-6573715/16
- DURGAPUR  
91-343-3206800/01
- HYDERABAD  
91-40-30780297 to 99
- MADURAI (CHENNAI)  
91-452-3201950
- NOIDA  
91-95120-3918707 to 14
- BHUVNESHWAR  
91-674-2575854
- FARIDABAD  
91-95129-4072723 to 25
- JAIPUR  
91-141-5101783/84
- MUMBAI  
91-22-66651450 to 55
- SILIGURI  
91-353-2640363 to 65

Toll free No. : 1800-11-0909

Customer Care No. : 91-11-30111444

Help desk E-mail ID : [helpdesk@smcindiaonline.com](mailto:helpdesk@smcindiaonline.com) (Online Client)

Help desk E-mail ID : [smc.care@smcindiaonline.com](mailto:smc.care@smcindiaonline.com) (Offline Client)

# INDEX

## MANDATORY

## PAGE NUMBERS

(i) Know Your Client (KYC) Information	1 – 8
(ii) Application for opening Depository Account	9 – 16
(iii) Member-Client Agreement (NSE)	17 – 18
(iv) Member-Client Agreement (BSE)	19 – 20
(v) Tripartite Agreement between Stock Broker, Sub-Broker and Client (NSE)	21 – 22
(vi) Tripartite Agreement between Stock Broker, Sub-Broker and Client (BSE)	23 – 24
(vii) Combined Risk Disclosure Document for Capital Market/Cash Segment/Currency	25 – 26
(viii) Policies & Procedures	27 – 29
(ix) Member - Client Agreement (MCX Currency Derivatives)	31 – 33

## NON-MANDATORY

(i) Supplementary Terms for Clients availing Online Trading Services	35 – 43
(ii) Authority Letter for availing NSE MFSS / BSE StAR MF Facility	44
(iii) Power of Attorney for smooth functioning of Trading & Demat A/c and for investment in IPO/Mutual Fund	45 – 46
(iv) Authority Letter for Electric Contract Notes and other permissions for smooth operations	47
(v) Authorization to issue Electronic contract note and statement of funds and securities in Digital format	48
(v) Consent and conditions for access to research analysis	48
(vi) Authority Letter for maintaining Running Account	49
(vii) Sample authority letter in favour of partner(s) & Board resolution in case of company	50
(viii) Bank Mandate to debit fees/charges through ECS	51

IN-PERSON VERIFICATION : Details of person doing verification

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

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

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

### STAMP OF SUB BROKER WITH NAME & ADDRESS

Group 2 : \_\_\_\_\_

Group 3 : \_\_\_\_\_

DP Group : \_\_\_\_\_



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**BANK ACCOUNT DETAILS**

(Through which transactions will generally be routed)

**NOTE : Mention Company's/Firm's/Trust's Bank Account details incase of Corporate Body/Partnership Firm/Trust respectively.**Bank Name : Account No. :  Branch : Address :  Pin Code : 9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank : Account Type :  Savings  Current  NRE/NRO  OTHERS :  (Please Specify)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**Pay-Out Option**

(Pls tick any one of the following option)

 Cheque  Fund Transfer  Bank Draft  CMS  NEFT  RTGS  As Per Group**STANDING INSTRUCTIONS**I / we authorised you to receive credits automatically into my / our A/c :  Yes  NoInternet banking status  Yes  No**DETAIL OF INTRODUCER**Introduced by :  Another Client  Employee  Others  (Please Specify)Name of Introducer : Beneficiary ID of the introducer :  UCC : Employee Code : Correspondence Address :  City : Pin :  State :  Country : Phone :  Fax : E-mail : PAN NO. : Signature of the Introducer : **DECLARATION**

I/We declare that SEBI or any other financial sector authority has not taken any action against me / us during the last three years. I / We confirm that all the information given in the application is true and correct to the best of my knowledge and I also undertake to inform you of any changes therein immediately and hereby authorize you to verify. In case any of the above information is found to be false or untrue or misleading or misrepresenting I am aware that I may be held liable for it and you shall have the right to cancel my registration and Exchanges shall have right to debar me / us from doing business both in the Derivatives and Cash Segments of the exchanges. Also the rules and regulations of depository and depository participants pertaining to an account which are in force now have been read by me / us and we have understood the same and I / we agree to abide by and to bound by the rules as are in force from time to time for such accounts. I / We further agree that any false / misleading information given by me or suppression of any material fact will make my account liable for termination and further action. I/We further confirm and warrant that SMC has put the constituent on notice that SMC is engaged in not only client based trading but also in pro-account trading. Further, I also undertake that I am not currently employed with any other trading member and I will intimate you on my own of any change in any status. I am not a member of any exchange on which I propose to trade through you.

Name of the Client : Place :  Date : 

Signature of the Client :



Authorised Signatory with Rubber Stamp

**TRADING PREFERENCE**

Stock Exchange on which you wish to trade: (Please tick & sign in the relevant boxes)

<input type="checkbox"/> NSE	<input type="text" value="(Please sign.)"/>	<input type="checkbox"/> BSE	<input type="text" value="(Please sign.)"/>
<input type="checkbox"/> MCX-SX	<input type="text" value="(Please sign.)"/>	<input type="checkbox"/> ALL	<input type="text" value="(Please sign.)"/>

Market Segment on which you wish to trade: (Please tick & sign in the relevant boxes)

<input type="checkbox"/> Cash Market	<input type="text" value="(Please sign.)"/>	<input type="checkbox"/> Derivative Market	<input type="text" value="(Please sign.)"/>
<input type="checkbox"/> Currency Derivatives	<input type="text" value="(Please sign.)"/>	<input type="checkbox"/> All	<input type="text" value="(Please sign.)"/>

**BROKERAGE STRUCTURE (Capital Market Segment)**

			Percentage	
Trading Account	Percentage	Minimum Paisa	Transaction Charges	J <input type="text"/> D <input type="text"/> <input type="checkbox"/> Yes <input type="checkbox"/> No
1. Square off same day .....Each Side	<input type="text"/>	<input type="text"/>	Stamp Duty	J <input type="text"/> D <input type="text"/> <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Delivery	<input type="text"/>	<input type="text"/>	Other Charges	J <input type="text"/> D <input type="text"/> <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Trade to Trade	<input type="text"/>	<input type="text"/>	Service Tax	J <input type="text"/> D <input type="text"/> <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Flat Brokerage	Per Trade (In Rs.)	Order Value in Multiples (In Rs.)	Security Transaction Tax	J <input type="text"/> D <input type="text"/> <input type="checkbox"/> Yes <input type="checkbox"/> No
Intraday	<input type="text"/>	<input type="text"/>		
Delivery	<input type="text"/>	<input type="text"/>		

**BROKERAGE STRUCTURE (F&O Segment)**

		Percentage	Minimum Paisa		
Square off same day ..... Each Side	<input type="text"/>	<input type="text"/>	Transaction Charges	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Square off another day ..... Each Side	<input type="text"/>	<input type="text"/>	Stamp Duty	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Other Charges	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Option Brokerage (on premium) ..... Each Side	<input type="text"/>	Percentage	Service Tax	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Min Per Lot Rs.	<input type="text"/>	Minimum Rupees	Security Transaction Tax	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Max Per Lot Rs.	<input type="text"/>				

**BROKERAGE STRUCTURE (Currency Derivative)**

		Percentage	Minimum Paisa		
Square off ..... Each Side	<input type="text"/>	<input type="text"/>	Transaction Charges	<input type="text"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I/We, \_\_\_\_\_

have read the above given information and agree to pay the same

(4)  Signature of Client

**BROKERAGE APPROVAL (if required)**

Name of Approving Officer :

Designation :  Branch / Location :

Date :

**DETAILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL**

Name : Mr. / Ms. / Mrs. : \_\_\_\_\_

Date of Birth :           Designation : \_\_\_\_\_

Sex :  Male  Female Marital Status :  Married  Unmarried

Equity Stake in Company : \_\_\_\_\_

Father's / Husband's Name : \_\_\_\_\_

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

City : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_

Ph. : \_\_\_\_\_ Mobile : \_\_\_\_\_

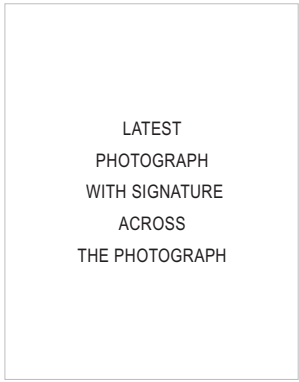
PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

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

Residential Status :  Resident Indian  NRI  Other : \_\_\_\_\_ (Please Specify)

Qualification : \_\_\_\_\_

Experience : \_\_\_\_\_



**BANK ACCOUNT DETAILS OF SOLE/FIRST HOLDER**

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

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

Account No. : \_\_\_\_\_ Branch : \_\_\_\_\_

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

Pin Code : \_\_\_\_\_

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank : \_\_\_\_\_

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**IDENTITY & ADDRESS PROOF DETAILS**

(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
PASSPORT	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
DRIVING LICENSE	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
RATION CARD	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
VOTER ID CARD	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

DATE : \_\_\_\_\_

PLACE : \_\_\_\_\_

Stamp & Sign : \_\_\_\_\_

**DETAILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL**

Name : Mr. / Ms. / Mrs. : \_\_\_\_\_

Date of Birth :           Designation : \_\_\_\_\_

Sex :  Male  Female Marital Status :  Married  Unmarried

Equity Stake in Company : \_\_\_\_\_

Father's / Husband's Name : \_\_\_\_\_

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

City : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_

Ph. : \_\_\_\_\_ Mobile : \_\_\_\_\_

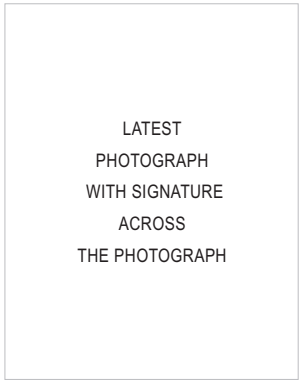
PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

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

Residential Status :  Resident Indian  NRI  Other : \_\_\_\_\_ (Please Specify)

Qualification : \_\_\_\_\_

Experience : \_\_\_\_\_



**BANK ACCOUNT DETAILS OF SOLE/FIRST HOLDER**

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

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

Account No. : \_\_\_\_\_ Branch : \_\_\_\_\_

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

Pin Code : \_\_\_\_\_

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank : \_\_\_\_\_

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**IDENTITY & ADDRESS PROOF DETAILS**

(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PASSPORT	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DRIVING LICENSE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
RATION CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
VOTER ID CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DATE :

PLACE :

Stamp & Sign :

**DETAILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL**

Name : Mr. / Ms. / Mrs. : \_\_\_\_\_

Date of Birth :           Designation : \_\_\_\_\_

Sex :  Male  Female Marital Status :  Married  Unmarried

Equity Stake in Company : \_\_\_\_\_

Father's / Husband's Name : \_\_\_\_\_

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

City : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_

Ph. : \_\_\_\_\_ Mobile : \_\_\_\_\_

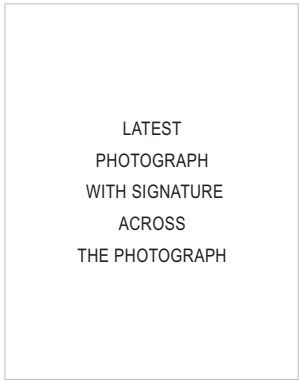
PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

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Residential Status :  Resident Indian  NRI  Other : \_\_\_\_\_ (Please Specify)

Qualification : \_\_\_\_\_

Experience : \_\_\_\_\_



**BANK ACCOUNT DETAILS OF SOLE/FIRST HOLDER**

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

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

Account No. : \_\_\_\_\_ Branch : \_\_\_\_\_

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

Pin Code : \_\_\_\_\_

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank : \_\_\_\_\_

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**IDENTITY & ADDRESS PROOF DETAILS**

(ATTACH COPY)

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PASSPORT	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
DRIVING LICENSE	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
RATION CARD	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
VOTER ID CARD	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

DATE : \_\_\_\_\_

PLACE : \_\_\_\_\_

Stamp & Sign : \_\_\_\_\_

**DETAILS OF DIRECTORS / PARTNERS AND PERSONS AUTHORIZED TO DEAL**

Name : Mr. / Ms. / Mrs. : \_\_\_\_\_

Date of Birth :           Designation : \_\_\_\_\_

Sex :  Male  Female Marital Status :  Married  Unmarried

Equity Stake in Company : \_\_\_\_\_

Father's / Husband's Name : \_\_\_\_\_

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

City : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_

Ph. : \_\_\_\_\_ Mobile : \_\_\_\_\_

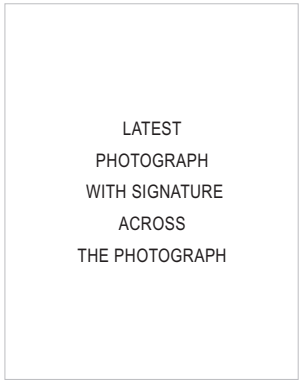
PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

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

Residential Status :  Resident Indian  NRI  Other : \_\_\_\_\_ (Please Specify)

Qualification : \_\_\_\_\_

Experience : \_\_\_\_\_



**BANK ACCOUNT DETAILS OF SOLE/FIRST HOLDER**

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

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

Account No. : \_\_\_\_\_ Branch : \_\_\_\_\_

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

Pin Code : \_\_\_\_\_

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank : \_\_\_\_\_

Account Type :  Savings  Current  NRE/NRO  OTHERS : \_\_\_\_\_ (Please Specify)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**IDENTITY & ADDRESS PROOF DETAILS**

(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PASSPORT	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DRIVING LICENSE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
RATION CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
VOTER ID CARD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DATE : \_\_\_\_\_

PLACE : \_\_\_\_\_

Stamp & Sign : \_\_\_\_\_







**FOR OCBs / OTHERS**

(as may be applicable)

RBI Reference No. :	<input type="text"/>	RBI Approval Date :	<input type="text"/>
Foreign Address :	<input type="text"/>		
	City :		Pin :
State :		Country :	
Indian / Correspondence Address :	<input type="text"/>		
	City :		
Pin :	State :	Country :	
Phone :		Fax :	
			Mobile :
E-mail :	<input type="text"/>		
Currency:	<input type="text" value="(Please Specify)"/>		

**CLEARING MEMBER DETAILS**

(To be filled up by Clearing Members only)

Name of the Exchange :	<input type="text"/>
Name of CC / CH :	<input type="text"/>
Clearing Member ID :	<input type="text"/>
Trading ID :	<input type="text"/>
Trade Name* :	<input type="text"/>

\*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.

**DECLARATION**

I / We have read the DP-BO agreement(DP-BO agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms and conditions 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 further agree that any false / misleading information given by me / us or suppression of any material information will render my / our account liable for termination & suitable action.

	FIRST / SOLE AUTHORISED SIGNATORY	SECOND AUTHORISED SIGNATORY	THIRD AUTHORISED SIGNATORY
Name :	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
Designation :	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature :	<input type="text" value="(7) ⊗ Signature of First Holder/ Authorised Signatory"/>	<input type="text" value="(3) ⊗ Signature of Second Holder/ Authorised Signatory"/>	<input type="text" value="(3) ⊗ Signature of Third Holder/ Authorised Signatory"/>
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PHOTOGRAPH  
OF  
SOLE/1ST AUTHORISED  
SIGNATORY WITH SIGNATURE  
OF  
THE SOLE/1ST AUTHORISED  
SIGNATORY ACROSS  
THE PHOTOGRAPH

PHOTOGRAPH  
OF  
2ND AUTHORISED  
SIGNATORY WITH SIGNATURE  
OF  
THE 2ND AUTHORISED  
SIGNATORY ACROSS  
THE PHOTOGRAPH

PHOTOGRAPH  
OF  
3RD AUTHORISED  
SIGNATORY WITH SIGNATURE  
OF  
THE 3RD AUTHORISED  
SIGNATORY ACROSS  
THE PHOTOGRAPH

**SCHEDULE OF DEMAT CHARGES**  
Beneficiary Account - CDSL

S. No.	ACTIVITY	General Scheme (Default)	Scheme-1, One Time AMC	Scheme - 2, No AMC
1.	Account Opening	Free	Free	Free
2.	Dematerialisation	Rs. 2 per certificate*(Rs 10 for 1st Cert.)	Rs. 2 Per Certificate*(Rs10 for 1st Cert.)	Rs. 2 Per Certificate *(Rs10 for 1st Cert.)
3.	Rematerialisation	Rs. 15 per certificate*	Rs. 15 per certificate	Rs. 15 per certificate
4.	Transaction Fee			
A	Buy	Nil	Nil	Nil
B	Sell	0.02% subject to Min. Rs. 12 Max. Rs. 25 (Default) or Rs 15 Per Debit Instrn.	0.02% subject to Min. Rs. 12 Max Rs. 25 (Default) or Rs 15 Per Debit Instrn.	0.02% subject to Min. Rs. 12 Max Rs. 25 (Default) or Rs 15 Per Debit Instrn.
5.	Custody Charges	Nil	Nil	Nil
6.	Creation of Pledge	Rs. 40	Rs. 40	Rs. 40
7.	Close of Pledge	Rs. 25	Rs. 25	Rs. 25
8.	Invocation on Pledge	Rs. 25	Rs. 25	Rs. 25
9.	Annual Maintenance Charges	Rs. 250 (Individual) Rs.1000 (Corporate)	Rs. 1000/- (Individual) Rs. 2500/- (Corporate)	Nil
10.	Refundable Security Deposit	Nil	Nil	Rs. 2500/- (Individual) Rs. 7500/- (Corporate)

1. Out of Pocket Expenses
  - \* Dematerialisation of shares mailing charges Rs. 20/- per mail (local)
  - \* Dematerialisation of shares mailing charges Rs. 40/- per mail (out station)
  - \* **Delivery instruction through fax will be charged Rs 5 per instruction extra**
2. Rejection charges on failure of deliver Rs. 20/- per instruction.
3. Modification of Client Master Rs. 25/- per instance. Rs 25 for additional Client master
4. Delivery instruction accepted within 24 hours of execution date will be at clients sole risks
5. For weekly and fortnightly statement charges extra Rs. 5/- per page Postage / Courier Charges will be extra
6. Taxes and other govt. levies will be charged extra as applicable for time to time
7. **AMC will be charged in advance, and not refundable even if Account is closed.**
8. **The Client is required to pay Rs 400(for individual) and Rs 1500(for Corporate) upfront that will be adjusted towards depository service charges(Charge Under General Scheme. Cheque or DD should be in the name of "SMC Global Securities Ltd."**
9. Furnish ECS Debit Mandate form (in duplicate) is compulsory for all clients.
10. In case of any upward revision in schedule of charges, 30 days notice would be given by publishing in newspaper/post shall treated as sufficient notice
11. In case of non payment of bill/dues within 15days of due date, the depository services are liable to be discontinued within a period of 30 days from the date of demand. The renewal charges for resuming the services will be Rs. 100/. An interest @18% P.A. will be charged on the amount remain outstanding or unpaid.
12. Any services not mentioned above will charged extra.
13. Security Deposit will be paid at the time of opening the Account and refundable at the time of closing the Account. However, AMC under General Scheme will be charged if the account is closed within one year.

For **SMC GLOBAL SECURITIES LTD.**   
Authorised Signatories

(8)   
Signature of First Holder

(4)   
Signature of Second Holder

(4)   
Signature of Third Holder

## Agreement Between A Participant And A Person Seeking To Open A Beneficial Owner's Account

This Agreement made and entered into between SMC Global Securities Limited, having its corporate office at 11/6B, Shanti Chamber, Pusa Road, New Delhi-110005, hereinafter called "the Participant" of the One Part; AND \_\_\_\_\_

\_\_\_\_\_, (description of the legal entity) having his/ its office/ registered office/ address at \_\_\_\_\_,

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 herein below:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO 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 due 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 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

3.1 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 on payment of such charges 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, then irrespective of having forwarded the same via 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 physical form.

### Beneficial Owner shall intimate change of particulars

4. The Participant shall not be liable or responsible for any loss that may be caused 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.

### Closure of Account

7. The Beneficial Owner, may, at any time terminate this Agreement by calling upon the Participant to close his/its account with the Participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialised.

### Stamp Duty

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on 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 the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

### Arbitration

11. The parties hereto shall, in respect of all disputes and differences 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 New Delhi.

### 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 hands/seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned and a copy of each shall be retained by each of the parties hereto.


Name of 1st Holder : \_\_\_\_\_

Signature (9) 

Name of 2nd Holder : \_\_\_\_\_

Signature (5) 

Name of 3rd Holder : \_\_\_\_\_

Signature (5) 

For SMC GLOBAL SECURITIES LTD. 

Authorised Signatories

Date :  
Place : Kolkata

Name and Address of 1st Witness : \_\_\_\_\_

\_\_\_\_\_

Signature 

Name and Address of 2nd Witness : \_\_\_\_\_

\_\_\_\_\_

Signature 

Place :

Date :



---

MONEYWISE. BE WISE.

**UNDERTAKING CUM INDEMNITY - IN RESPECT OF FACSIMILE INSTRUCTION FOR OPERATION OF DEPOSITORY ACCOUNT (voluntary)**

On Rs. 100/- Stamp Paper

To,

**SMC GLOBAL SECURITIES LIMITED**  
11/6B, Shanti Chamber, Pusa Road  
New Delhi-110005

S.No.	BO Ids	Names of Holders (s)
1.		1st Holder
		2nd Holder
		3rd Holder

I/We 1. ....  
residing at .....

execute this UNDERTAKING CUM INDEMNITY in favour of **SMC GLOBAL SECURITIES LTD.** (a company incorporated and registered under the Companies Act, 1956) and having its Corporate Office at **17, Netaji Subhash Marg, Darya Ganj, New Delhi - 110002** hereinafter called "the DP" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) as follows :

WHEREAS I/We maintain a Beneficial Owner Account (s) ("the said Account") mentioned above, with the DP at its .....  
main/branch office, located at .....

As per the instructions for operation of the said Accounts, the same is allowed to be operated by us or the persons authorised, in that behalf (hereinafter referred to as "Authorised Person/s").

AND WHEREAS in the day to day business, I am/we are required to give urgent instructions to the DP for operation of the said/account :

WHEREAS the DP has agreed to accept, the original instruction slip, a fax submission thereof signed by the authorised persons to operate the said account under their signatures, subject to the indemnity herein offered by me/us to the DP on the terms and conditions herein mentioned.


**NOW IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake to the DP as follows :**

- I/We shall transmit the Fax instructions only to the fax number informed/provided to us by the DP.
- The Fax submission shall be signed by the Authorised Person/s mentioned in the List of Authorised Signatories submitted by me/us in the account opening form on behalf of me/us and their signatures shall be in the same manner and way as has been informed to the DP by me/us and the DP is hereby requested and authorised, (but is not obliged to) rely upon and act, in accordance with such Fax Submission which is signed or bonafide believed by the DP to have been signed, by the Authorised Person/s.
- The DP is requested by me/us and shall be entitled to treat any fax Submissions as fully and dully authorised by and binding upon me/us and further be entitled (but not bound) to take any steps relying upon the same, believing the Fax Submission, in good faith as appropriate, regardless, of the amount of money involved and notwithstanding any error in transmission or reception of such Fax Submission or any misunderstanding or ambiguity or lack of clarity in the terms of such fax Submission.
- I/We shall upon making any Telefax Submission hereunder, deliver to the DP without any delay within two working days, the original hard copy of the Fax Submission (the Hardcopy) signed by the Authorised Person's as aforesaid. Each Hardcopy shall bear the following words on the top of the Instruction slip -  
  
"This is a Hardcopy Each of Fax Submission to you, transmitted on .....  
..... day of ..... month, 200 ....."
- The DP may, but shall not be obliged to, await receipt of the Hard copy prior to taking any action in connection with the Fax Submission and shall not be obliged to follow-up with me/us for the originals. Further the storage of a photocopy of the Fax transmission sent by me/us shall be conclusive evidence of instruction to the DP for having acted on such instructions and I/We hereby agree and acknowledge the same.
- I/We hereby agree that in case the DP does not receive the hard copy of the instruction within 2 working days, the DP may discontinue the said facility. In such cases the DP will do so with immediate effect after informing me orally / in writing / by fax. I/We undertake that I/We shall not hold the DP liable for any loss to me/us in case the DP does not act on fax instruction received by the DP in such a case.
- The DP shall not be required to confirm (whether orally, in writing or otherwise) any fax submission or (verify the identify of the Authorised person/s or his/her/their signature/s making or giving the fax submission or purporting to do so.
- The DP shall be under no duty to set and/or adopt any procedure for the purpose of such confirmation or verification and if at all there is any, the DP shall not be obliged to strictly adopt or comply with the same in any or every instance.
- The DP shall not be liable for any losses or damages which I/We may suffer as a consequence of the DP acting in accordance with or in reliance upon, any Fax Submission or otherwise pursuant to the authority

conferred herein, upon the DP.

- I/We shall indemnify the DP and CDSL and keep them indemnified and save harmless, at all times against any and all claims, losses, damages, costs liabilities and expenses incurred, suffered or paid or incurred by the DP or required to be incurred, suffered or paid by the DP and also against all demands, actions, suit proceedings made, filed / instituted against the DP, in connection with or arising out of or in relation to or as a consequence of:
  - The DP acting pursuant to, in accordance with or relying upon, any Fax submission or otherwise pursuant to the request and authority conferred herein and/or;
  - The DP acting pursuant to in accordance with or relying upon any Fax Submission received by the DP which it believes in good faith to be such a fax Submission; and/or;
  - Any unauthorised or fraudulent Fax Submission to the DP. PROVIDED that this indemnity shall not be available to the DP, if the liabilities for which the DP seeks indemnification hereunder, arises directly and completely from its own negligence or willful default.
  - The DP not having acted on the Fax submission due to non-receipt of the transmission or receipt of incomplete or partly / fully unreadable transmission.
  - The DP not having acted on any Fax submission sent by me/us on a number other than the number mentioned by the DP for the purpose of fax transmission.
- The DP shall not be under any obligation at any time to maintain any facility for the receipt of any Fax Submission or to ensure the continued operations or availability of any such facsimile facilities or equipment, and I/we shall not hold the DP liable for any loss consequent to non-availability of the said facility.
- I/We acknowledge and confirm that I am/we are aware that by the very nature of telecommunications services, the Fax transmissions may not be received properly and may be clearly legible. I/We agree to assume and bear all the risks involved in respect of such errors and misunderstanding and the DP shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom :
- This indemnity is without prejudice to the DP's other rights, privileges, powers, and remedies in law and the DP may delay enforcing its rights without at any time losing them and any waiver of a right by the DP hereunder or available to it by law, shall not be deemed to be a waiver of any other rights or of the same right at another time.
- The DP may stop/terminate this facility given to me/us by giving seven day prior written notice to me/us. However, any such termination shall not affect anything done or any rights or liabilities accrued prior to the termination and all the above indemnities given by me/us to the DP hereunder shall survive any such termination. However in case of termination as mentioned in point 6 above, no such notice need to be given by the DP.  
The Provisions relating to arbitration contained in the agreement executed by us in favour of the DP shall be applicable to any dispute or difference that may arise in respect of such fax transmission including all disputes with regard to the receipt of the fax Transmission by the DP.  
I/We specifically agree and confirm that regardless of the place from which the fax transmission in question may have been transmitted to the DP any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the exclusive jurisdiction of the Courts of Mumbai (India) alone.

Name of 1st Holder : \_\_\_\_\_

Signature (10)  \_\_\_\_\_

Name of 2nd Holder : \_\_\_\_\_

Signature (6)  \_\_\_\_\_

Name of 3rd Holder : \_\_\_\_\_

Signature (6)  \_\_\_\_\_

Name and Address of 1st Witness : \_\_\_\_\_

\_\_\_\_\_

Signature  \_\_\_\_\_

Name and Address of 2nd Witness : \_\_\_\_\_

\_\_\_\_\_

Signature  \_\_\_\_\_

Place :

Date :

## Annexure-A

### 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 Services (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 400001 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 term 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 arrangement 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 accountholders 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 wants 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. 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 unauthorized debit to his BO account/ unauthorized 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@cdsllindia.com](mailto:complaints@cdsllindia.com). The BO is advised not to inform the service provider about any such unauthorized 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 non-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 authorization, 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 unauthorized 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 unauthorized 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 officials from any damages, claims, 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 as 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 may be 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 

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

  
(Please write your 8 digit DPID) (Please write your 8 digit Client ID)

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

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

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

Mobile Number on which messages are to be sent 

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

(Please write only the mobile number without prefixing country code or zero)

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

Email ID : \_\_\_\_\_  
(Please write only ONE valid email ID on which communication; if any, is to be sent)

Signatures (11)  (7)  (7)   
Sole / First Holder Second holder Third Holder

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

### MEMBER-CLIENT AGREEMENT (NSE)

**THIS AGREEMENT EXECUTED BETWEEN** M/s. **SMC GLOBAL SECURITIES LTD.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at **11/6B, Shanti Chamber, New Delhi-110005** hereinafter referred to as “**the Member**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART**;

**AND**

M/s. \_\_\_\_\_,  
a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at \_\_\_\_\_

hereinafter referred to as “**the Client**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the **OTHER PART**;

**OR**

M/s \_\_\_\_\_,  
a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as “**the Client**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the **OTHER PART**;

(12)

WHEREAS:

- (i) **SMC GLOBAL SECURITIES LTD.** is a member of the National Stock Exchange, (“the Exchange”) and is also registered with the Securities & Exchange Board of India (“SEBI”) as a stock broker with SEBI Registration No. INB 230771431 for Cash segment, INE 230771431 for Currency Segment and INF 230771431 for Derivatives segment.
- (ii) The client is desirous of investing/trading in those securities/ contracts /other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations
- (iii) The client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
- (iv) The stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the

of the Exchange and circulars issued thereunder from time to time.



client and investment objectives relevant to the services to be provided;

- (v) The stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts; and
- (vi) The stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - (i) He has read and understood the risks involved in trading on a stock exchange.
  - (ii) He shall be wholly responsible for all his investment decisions and trades.
  - (iii) The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - (iv) He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the

client shall be obliged to pay such margins within the stipulated time.

- (v) Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.
  6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchanges Rules / Regulations / Byelaws and circulars.
  7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment



- schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
  13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
  15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant Stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s).
  16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
  19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
  20. Where the Exchange cancels trade(s) *suo motu* all such trades including the trade/s done on behalf of the client shall *ipso facto* stand cancelled.
  21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
  22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
  23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

## JURISDICTION

All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depository.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

**IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures**

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

Signature of Client : (14) 

Place :

Date :

Name/Trade Name of

Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Signature of Stock Broker : 

For SMC Global Securities Ltd.

Authorised Signatory

Date :

Place : Kolkata

Name and address of 1st witness :

Signature of 1st witness



Name and address of 2nd witness :

Signature of 2nd witness



## MEMBER-CLIENT AGREEMENT (BSE)

**THIS AGREEMENT EXECUTED BETWEEN M/s. SMC GLOBAL SECURITIES LTD.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at **11/6B, Shanti Chamber, New Delhi-110005** hereinafter referred to as **“the Member”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART**;

**AND**

M/s. \_\_\_\_\_,  
a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at \_\_\_\_\_

hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the **OTHER PART**;

**OR**

M/s \_\_\_\_\_,  
a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the **OTHER PART**;

(15)

WHEREAS:

- (i) SMC GLOBAL SECURITIES LTD. is a member of the Bombay Stock Exchange, (“the Exchange”) and also registered with Securities & Exchange Board of India (“SEBI”) as a stock broker with SEBI Registration No. INB 011343937 for Cash segment, INE 011343937 for Currency Segment and INF 011343937 for Derivatives segment.
- (ii) The client is desirous of investing/trading in those securities/ contracts /other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations
- (iii) The client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
- (iv) The stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the

of the Exchange and circulars issued thereunder from time to time.

client and investment objectives relevant to the services to be provided;

- (v) The stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts; and
- (vi) The stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - (i) He has read and understood the risks involved in trading on a stock exchange.
  - (ii) He shall be wholly responsible for all his investment decisions and trades.
  - (iii) The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - (iv) He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

- (v) Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchanges Rules / Regulations / Byelaws and circulars.
7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.

9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo motu all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements. Provided however, that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

## JURISDICTION

All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depository.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures

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

Signature of Client : (17) 

Place :

Date :

Name/Trade Name of

Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Signature of Stock Broker : 

For SMC Global Securities Ltd.

Authorised Signatory

Date :

Place : Kolkata

Name and address of 1st witness :

Signature of 1st witness



Name and address of 2nd witness :

Signature of 2nd witness





**TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT (NSE)**

This Agreement (hereinafter referred to as "Agreement") is entered into, by and between **SMC GLOBAL SECURITIES LTD.** (hereinafter referred to as "the stock broker"), a company incorporated and registered under the Companies Act 1956 and having his/its office/registered office at **11/6B, Shanti Chamber, Pusa Road, New Delhi-110005** 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **ONE PART**;

**AND**

\_\_\_\_\_ (name of the sub-broker) (hereinafter referred to as "the sub-broker"), a \_\_\_\_\_

(type of entity) and having his/its office/registered office at \_\_\_\_\_ (address), 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **SECOND PART**;

**AND**

M/s. \_\_\_\_\_, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at \_\_\_\_\_

hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the **THIRD PART**;

**OR**

M/s \_\_\_\_\_, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_ hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the **THIRD PART**;

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange (hereinafter referred to as "the stock exchange") with SEBI registration Number(s) INB 230771431 for Cash Segment, INE 230771431 for Currency Segment and INF 230771431 for Derivative Segment.
2. The sub-broker states that :

- a) The sub broker is recognized by \_\_\_\_\_ {Name of the stock exchange(s)} as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number (s) \_\_\_\_\_.
- b) The sub-broker is not affiliated to any other member of the same stock exchange,
- c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to

Signature of Sub-broker

Signature of Client

effectively discharge his / its activities.

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing / trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:**

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.

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

4. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
5. The stock broker and the sub broker agree that they shall cooperate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
  12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
  15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
  16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
  17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
  18. In the event of sub broker terminating this agreement 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
  19. This agreement shall forthwith terminate;
    - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
    - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
  20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
  21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
  22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.
  23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules,

Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

24. Where the Exchange cancels trade(s) *suo motu* all such trades including the trade/s done on behalf of the client shall *ipso facto* stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the

client in confidence and that they shall not required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

**JURISDICTION**

All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depository.

**Commencement and Effectiveness**

This Agreement shall come into effect and commence only on acceptance by the Member and execution by its authorized signatory at Kolkata. The client may trade only after the Unique Client Code (UCC) and client's PAN is uploaded with the Exchange.

**IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures**

Name of Client : .....


Title/Designation of Client : .....

Signature of Client : (20) 

Date :

Name/Trade Name of Sub-broker : .....


Title/Designation of Sub-broker : .....

Signature of Sub-broker : 

Date :

Name/Trade Name of Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Title/Designation of Stock Broker : .....


Signature of Stock Broker : 

Date :


Place : Kolkata

For SMC Global Securities Ltd.  
Authorized Signatory

Name and address of 1st witness :

Signature of 1st witness 

Name and address of 2nd witness :

Signature of 2nd witness 

**TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT (BSE)**

This Agreement (hereinafter referred to as "Agreement") is entered into, by and between **SMC GLOBAL SECURITIES LTD.** (hereinafter referred to as "the stock broker"), a company incorporated and registered under the Companies Act 1956 and having his/its office/registered office at **11/6B, Shanti Chamber, Pusa Road, New Delhi-110005** 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **ONE PART**;

**AND**

\_\_\_\_\_ (name of the sub-broker) (hereinafter referred to as "the sub-broker"), a \_\_\_\_\_

(type of entity) and having his/its office/registered office at \_\_\_\_\_ (address), 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the **SECOND PART**;

**AND**

M/s. \_\_\_\_\_, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at \_\_\_\_\_

hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the **THIRD PART**;

**OR**

M/s \_\_\_\_\_, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at, \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the **THIRD PART**;

**WHEREAS**

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange (hereinafter referred to as "the stock exchange") with SEBI registration Number(s) INB 011343937 for Cash Segment, INE 011343937 for Currency Segment and INF 011343937 for Derivative Segment.
2. The sub-broker states that :

- a. The sub broker is recognized by \_\_\_\_\_ {Name of the stock exchange(s)} as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number (s) \_\_\_\_\_.
- b. The sub-broker is not affiliated to any other member of the same stock exchange,
- c. The sub-broker has the necessary infrastructure like

Signature of Sub-broker

(21) Signature of Client

adequate office space, equipment and manpower to effectively discharge his / its activities.

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:**

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.

- d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
4. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
  5. The stock broker and the sub broker agree that they shall cooperate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
  6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/ Regulations/Bye-laws and circulars.
  8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
  9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
  12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
  15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
  16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
  17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
  18. In the event of sub broker terminating this agreement 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
  19. This agreement shall forthwith terminate;
    - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
    - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
  20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
  21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
  22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.
  23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules,

Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

24. Where the Exchange cancels trade(s) *suo motu* all such trades including the trade/s done on behalf of the client shall *ipso facto* stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the

client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

### JURISDICTION

All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depository.

### Commencement and Effectiveness

This Agreement shall come into effect and commence only on acceptance by the Member and execution by its authorized signatory at Kolkata. The client may trade only after the Unique Client Code (UCC) and client's PAN is uploaded with the Exchange.

**IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures**

Name of Client : .....

Title/Designation of Client : .....

Signature of Client : (23) 

Date :

Name/Trade Name of Sub-broker : .....

Title/Designation of Sub-broker : .....

Signature of Sub-broker : 

Date :

Name/Trade Name of Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Title/Designation of Stock Broker : .....

Signature of Stock Broker : 

Date :  
Place : Kolkata

For SMC Global Securities Ltd.

Authorised Signatory

Name and address of 1st witness :

Signature of 1st witness



Name and address of 2nd witness :

Signature of 2nd witness



**COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT/CURRENCY DERIVATIVE AND FUTURES & OPTIONS SEGMENT (TO BE GIVEN BY THE BROKER TO THE CLIENT)**

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

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

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

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

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

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

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

**1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)**

**1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/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 /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 / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / 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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security/have any open position.

**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/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 / contracts. This in turn will hamper better price formation.

**1.4 Risk-reducing orders:**

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time

because rapid movement in market conditions may make it impossible to execute such orders.

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

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

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract, and such order gets activated if and when the stock / 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 stock 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 stock / 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:

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

#### 1.6 Risk of Rumours:

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

#### 1.7 System Risk:

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

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

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

#### 1.8 System/Network Congestion:

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

### 2. As far as Futures and Options segment or Currency Derivatives Contract is concerned, please note and get yourself acquainted with the following additional features:-

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

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading 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 equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

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

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

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

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the



cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

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

## 2.2. Currency specific risks

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

## 2.3 Risk of Option holders

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

## 2.4 Risks of Option Writers

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

## 3. GENERAL

### 3.1 Commission and other charges

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

### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

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

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

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

3.6 The term 'contract' refers to securities, futures & options, indexes and derivative products and currency derivative contract, depending on context, and the term 'underlying' refers to the underlying security or currency of such derivatives contracts.

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

**INVESTORS' RIGHTS AND OBLIGATIONS:****ANNEXURE - I**

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
  - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
  - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE/MCX-SX and the scheme of the Investors' Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE/MCX-SX or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE/MCX-SX and/or SEBI:
  - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE/MCX-SX and whether they are enabled to trade may be verified from NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com) / [www.mcx-sx.com](http://www.mcx-sx.com)).
  - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/BSE/MCX-SX/SEBI at any time, as is available with the investor.
  - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE/MCX-SX or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
  - 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
  - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE/MCX-SX, without delaying.
  - 1.3.7 Facility of Trade Verification is available on NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com) / [www.mcx-sx.com](http://www.mcx-sx.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE/MCX-SX.
  - 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE/MCX-SX or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
  - 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE/MCX-SX or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE/MCX-SX.
  - 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE/MCX-SX, without delaying.
  - 1.3.11 In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE/MCX-SX from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE / BSE / MCX-SX / NSCCL / Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE/MCX-SX, ensure that you lodge a claim with NSE/BSE/MCX-SX within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

- Notes:**
1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE/MCX-SX for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE/MCX-SX
  2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE/MCX-SX and who holds a registration certificate as a stock broker from SEBI.
  3. NSE/BSE/MCX-SX may be substituted with names of the relevant exchanges, wherever applicable.

### **Penny Stocks :**

Clients may note that all the stocks and securities listed on the Stock Exchange are not actively traded. In other words, there are no readily available sellers or buyers in those securities and/or there are not sufficient trades or volumes from which the market price may be arrived at with some reliability. Such stocks are called 'illiquid securities' or 'Penny stocks'. They are comparatively more vulnerable to market manipulation and / price rigging. The spread, i.e., the difference between the offer price and bid price is usually wide and their purchase or sale at a given time may be difficult and in any case uncertain. Exchanges bring out monthly list of such securities based on the volume during the last calendar month.

We do not encourage trading in penny stocks and trade is not allowed in illiquid securities. In exceptional cases, before allowing a trade in illiquid securities or less liquid securities, we may make further enquiry, in case of instructions for sale, into the nature and duration of holding and in case of purchase instructions, into the client's trading experience, knowledge about the risks in penny stocks, risk appetite and proportion of such stocks to total investment, etc.. This may cause time gap between placing an order and its execution. The Clients will have to bear that risk of delay in execution or our rejection in respect of illiquid securities. Client's instructions for trading in illiquid securities may be rejected without assigning any reason.

### **Setting up Client's Exposure Limit :**

The Exchange may from time to time fix client exposure limits in the interest of orderly working of the markets. Within that overall ceiling, a client can trade within the exposure limit set from time to time by the Broker for the client. Exposure Limit is fixed on the basis of the funds and value after hair cut of the securities provided by the client for margin. Clients are requested to adhere to the exposure limits as crossing the line may involve either a call for margin or restriction on further position/exposure. We may need to vary or reduce or impose new limits urgently on the basis of our risk perception, risk profile of the client and other factors considered relevant 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.). Sometimes we may be unable to inform the client of such variation, reduction or imposition in advance. We shall not be held responsible for such variation, reduction or imposition or the client's inability to route any order through our trading system on account of any such variation, reduction or imposition of limits. In the sole discretion of the Company, a client may be allowed to

trade beyond exposure limit or the limit may be increased. A client having availed such indulgence shall not be heard to complain about his trades only on this account and shall meet the margin shortfall at the earliest without waiting for reminder. The golden rule is Limit your exposure so as to limit your risk to your means.

### **Brokerage Rate :**

We do not charge any brokerage in excess of the rate(s) provided by the SEBI / Exchange. The agreed rates of brokerage are part of this book-let and the clients are advised to fully satisfy themselves about the same before signing. The brokerage is charges on both Buy & Sell, except otherwise indicated in the schedule of brokerage. Brokerage rates may be changed from time to time but shall not be increased without prior 15 (fifteen) days' notice. Only Head Office and concerned Zonal Head is competent to reduce the rates of brokerage and no employee or officer at Branches is authorized to do so.

### **Delay Payment Charges and Penalties :**

Clients are required and expected to meet their fund obligations immediately, when due, as per SEBI / Exchange requirements and not make us use our funds to meet their fund obligation. For the clients who do not pay on time your broker has to pay or the client has to suffer penalties by the Exchange. So as to be compensated in such an eventuality, we may levy Delay Payment Charges on the amounts, not exceeding the debit balance in the ledger, for the period of delay. The present rate of Delay payment charge is 18% per annum calculated on daily basis for the period of delay.

We do not pay interest on the clients' funds received towards margin. In exceptional cases, considering the amount of margin, its utilization and the client's past history, we may agree to deduct out of Delay Payment Charges, interest on any part of the unutilized margin at such rate as determined from time to time but not exceeding the rate of Delay Payment Charges.

We may impose reasonable penalties for bouncing of cheques, bad deliveries, non-delivery, auction on failure of payment, non-payment of margin money, excess margin or any trades, actions or omissions contrary to the Rules, Regulations and Byelaws of the SEBI or Exchange, to discourage such violations and recover the same from the Client's Account directly.

Where the Company has to pay or suffer any penalty from any authority as a consequence of / in relation to / in connection with any orders/ instructions/ trades/ deals or actions of a client, the same shall be borne by the client.

Right of Sale of client's securities or closing the client's open position without giving notice:

The online clients are provided User ID and Internet Access to see their accounts online. Off-line clients may be given Back Office Access Code to see their accounts and upto-date positions.

We maintain specific banking and depository accounts, informed to the clients from time to time, for handling clients' funds and securities. The clients shall ensure timely availability of funds/securities in required form and manner, within stipulated time and in the designated bank and depository account(s) for meeting their liabilities and obtaining proper credit thereof. We do not undertake responsibility for any delay or other consequences arising from payment to any other account or non receipt in time and manner in the designated account(s).

We do not believe in selling clients' securities or closing out their positions without sufficient notice to them. On the other hand, we expect our esteemed clients to be regular and punctual in meeting their fund obligations. The requirement of margin and the value of any security given/treated as Margin varies and multiplies with market volatility. For example – if the market goes down by 10%, not only an additional margin would be required equal to this 10%, but further margin would also be required to meet the erosion of value of the securities forming the margin. Higher is the margin deficit, shorter would be the time to make it up. However, in case the available margin falls below the given percentage, say 80%, informed in advance, we reserve the right to sell a client's securities or to close out his all or some open positions to prevent escalation of risk. The client may, however, have no grievance if SMC does not take such action and waits for the client's margin/response.

We would have the discretion to square off the position of Client/s in following circumstances:

- (a) In case of Margin Trades, if the open position is neither squared off nor converted to Delivery by Client/s within the stipulated time or where Mark to Market Loss on the open position has reached the stipulated percentage of the margins placed with us.
- (b) In all other cases where the margin or security placed by the Client falls short of the requirement or where the limits given to the Client have been breached or where the Client has defaulted on his existing obligation within the stipulated time.

**Shortages in obligations (arising out of internal netting of trades or otherwise):**

Where a client fails to meet his securities pay-in obligations as due

for any settlement and auction is not made by the Exchange because of reasons like internal netting of trades, the client's account is debited for such short delivery at “valuation price or the average of auction rate”, whichever is higher. The buyer client shall be credited with the same amount as debited to seller client. In case, no auction price is available in a particular instance, the above mentioned debit/credit shall take place at closing price on the auction day plus 10% and trading day to auction day high price whichever is higher. If the buyer-client requires delivery of the said shares, he is advised to buy the same next day from the market on his own.

Where a client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction / losses will be the sole responsibility of the client.

**Conditions under which a client may not be allowed to take further position or his existing position may be closed:**

Subject to a client's KYC verification and his meeting initial margin and other margin requirements, a client may take positions. However, he may not be allowed to take further position under any of the following circumstances:

- a. SEBI or Exchange imposing restrictions on further exposures in cases of extreme volatility in the market or in a security or group of securities.
- b. client or the Broker exceeding or touching exposure limits set by the Exchange in the particular scrip.
- c. reasonable doubt as to bonafide of the transaction or identity of the client in the light of the financial status and objectives as disclosed in the KYC form.
- d. reasonable doubt as to the transaction being cross trade, circular trade, fraudulent practice or connected with price manipulation or market rigging.
- e. SEBI or other competent authority issuing a debarment order against the client from buying, selling or dealing in securities, unless the order is vacated.

**Temporary Suspension or Closing of Account at Client's Request:**

The client may, at times, like to suspend his account for some time due to reasons like – illness, holidaying or pilgrimage. SMC account manager may note the instruction to suspend the transactions in an account on receipt of a written request by the client. However, the client will be responsible for all his positions till that time and shall make arrangements for due discharge of his obligations in respect of such transactions.



A suspended account may be made active by another instruction in writing by the client.

The client, subject to his meeting all obligations regarding pending positions, may seek closure of his account by a letter in writing duly signed by him. Such request shall be effective from the time it has been noted in SMC's computer system and the client shall be liable to meet all his obligations.

The request for suspension, re-activation or closure of account should be made by the client and not by his Power of Attorney Holder (POA).

The Company may also withhold any payouts of client or suspend his trading account due to any surveillance action or judicial/regulatory direction.

**De-registering a Client:**

SMC may de-register a client in any of the following events:

- a. Death of a client who is a natural person;
- b. Liquidation or winding up of a client who is a corporate;
- c. Insolvency or bankruptcy of the client;
- d. The client being debarred from dealing in securities by an order of SEBI, other Regulatory Authority or Court;
- e. The client is convicted of fraud or other offence in relation to securities and the said conviction is not stayed by that authority or court or superior thereto.
- f. The account being inactive has not been got reactivated within two years of inactivation.

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

Signature of Client : (28) 

Place :

Date :

De-registering of a client will not absolve him from his obligations for transactions at the time of de-registration.

**Policy for Inactive Accounts :**

Inactive accounts are more vulnerable to fraud or manipulation and the clients are advised to be careful not to allow their accounts to be inactive. An inactive account is one in which there is no operation during the last six calendar months. Such accounts may be marked as "inactive" in the Back Office without any request by the client. No operation shall be permitted in an inactive account except collection of dividend on securities and debiting of charges, if any.

An inactive account may be activated only on written request of the client (Not of a POA). Before activating, SMC may like to re-verify the client's particulars as an abundant caution.

If a request for re-activation is not received within two years of its being noted as "inactive", SMC may deregister it, after informing the client at his last known address by the available means, i.e., telephone, post, e-mail; and return the available balance, if any, to the person(s) entitled to it. In case the client cannot be traced or the persons entitled to the balance cannot be ascertained or they do not come forward, the balance shall be transferred to "dharmada".

I/We have fully understood the above Policies and Procedures and agree to the same as applicable to my client membership relationship with the Member.



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MONEYWISE. BE WISE.

**MEMBER - CLIENT AGREEMENT (MCX CURRENCY DERIVATIVES)**

**THIS AGREEMENT EXECUTED BETWEEN M/s. SMC GLOBAL SECURITIES LTD.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at **11/6B, Shanti Chamber, New Delhi-110005** hereinafter referred to as “**the Member**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART**;

**AND**

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

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

(29)

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number INE 260771431 in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and

financial soundness of the client and investment / trading objectives relevant to the services to be provided; and

- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client

- registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
    - a. He has read and understood the risks involved in trading on the Exchange.
    - b. He shall be wholly responsible for all his decisions and trades.
    - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
    - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
    - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
  3. The Client agrees to pay to the trading member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that trading member renders to the Client.
  4. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the Exchange / SEBI.
  5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House/Clearing Corporation or SEBI from time to time.
  6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
  7. The trading member agrees that the money / securities deposited by the client shall be kept in a separate account, distinct from his / its own account or account of any other client and shall not be used by the trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / the Exchange's Rules / Regulations / Byelaws and circulars.
  8. The client agrees to immediately furnish information to the trading member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  9. The trading member agrees to inform the client and keep him apprised about trading / settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the Exchange.
  10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
  12. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
  13. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the Exchange(s).
  14. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
  16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange



for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

17. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
18. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the Exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
23. The provisions of this agreement shall always be subject to

Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the Exchange that may be in force from time to time.

24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

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

Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

#### JURISDICTION

All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depository.

#### Commencement and Effectiveness

This Agreement shall come into effect and commence only on acceptance by the Member and execution by its authorized signatory at Kolkata. The client may trade only after the Unique Client Code (UCC) and client's PAN is uploaded with the Exchange.

**IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures**

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

Signature of Client : (32) 

Place :

Date :

Name/Trade Name of

Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Signature of Stock Broker : 

For SMC Global Securities Ltd.

Authorised Signatory

Date :

Place : Kolkata

Name and address of 1st witness :

Signature of 1st witness



Name and address of 2nd witness :

Signature of 2nd witness





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MONEYWISE. BE WISE.

**1. DEFINITIONS:**

1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

- (i) "the Exchange" means the National Stock Exchange of India and/or the Bombay Stock Exchange and/or MCX Stock Exchange as opted by the Client in the KYC form.
- (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for Online Trading prescribed by the Exchange, as amended from time to time.
- (iii) "Online Trading" means carrying on the business of stock broking using electronic systems as Order Routing mechanisms to forward orders to the electronic system of the National Stock Exchange.
- (v) "Member's Online Trading System" or "Member's Website" means the website [www.smcindiaonline.com](http://www.smcindiaonline.com) or any other website hosted by the Member on the internet through which the Member offers the Online Trading Services and includes the hardware and software used for hosting and supporting the website.
- (vi) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "Trading Account" shall mean a rupee account opened by the client with the Member, which is linked to the Online Trading facility through the website.
- (ix) "Username" or "Customer ID" means the login identification used by the Client for accessing his account for availing the Service.

1.2 In these Terms,

- (i) headings re used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- (ii) unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- (iii) unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- (iv) references to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other

provision made under it.

Clauses mentioned in the Member Client Agreement shall mutatis mutandis apply to Online Trading deals unless specifically mentioned otherwise.

**2. GENERAL TERMS & CONDITIONS:**

- 2.1 The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of the Member. The Client will not hold nor seek to hold the Member or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost or damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by member or any other agency appointed/authorized by member. The Member does not represent and shall not be deemed to have represented, that the investment information on the web site is accurate or complete. The Client is aware that any information on the website based on the research of the Member or other external sources is subject to normal variations in the stock market and is merely an estimation of the viability or otherwise of certain investments, and the Member 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 decisions. The Client also acknowledges that the Member's employees are not authorised to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.

**2.2 SECURITY CODE(S), SECURITY PRECAUTION AND PASSWORD**

2.2.1 Member will provide the client with a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which enable him to avail of the facilities of Online Trading through the Member's web site over the telephone or in any such other manner as may be permitted by the Member for availing of the services. The member may also provide the client with the username and password for accessing its back-office for various reports, etc, its Online IPO services and for such other services as per the terms of this agreement. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.

2.2.2 The Client is aware that the Member's Online Trading System itself generates the initial password and that the Member is aware of the

same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.

- 2.2.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's Online Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 2.2.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 2.2.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of on line trading services through internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's Online Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's Online Trading System on the Client's Username in any manner whatsoever.
- 2.2.6 Without prejudice to the provisions mentioned herein above, the Client shall immediately notify the Member in writing with full details if:
  - (i) he discovers or suspects unauthorised access through his Username, Password or account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Member's Online Trading System.
- 2.2.7 In any of the above events, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's Online Trading System to discontinue the use of

the Client's old Password and the Member's Online Trading System shall generate a new Password for the Client which shall be communicated to the Client. The Client agrees and undertakes to immediately change this password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

- 2.2.8 The Client shall ensure that he is the only authorized user of user name, customer user identification number, T-pin Number and Password. The Member shall be entitled to presume that any order or instruction entered or communicated using the client's user name customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the Member on demand all costs, charges, damages and expenses incurred by the Member as a consequence of access and or use of client's account, Member's system or service by any third party using the client's user name, customer user identification number, T-pin number and password. The Member shall not be responsible for any order that is entered through the use of the allotted username and security code(s) of the Client, whether by any outsider or by mistake of the Client.
- 2.2.9 The Client shall log off from the website at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.

### 3. DEMATACCOUNT

The client agrees that the Member may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more de-mat accounts with the depository participant designated by Member. The client agrees that the debit/credit for all the transaction may be effected in this/these accounts.

### 4. BANKACCOUNT(S)

- 4.1 The client agrees that the Member may, at any time during the subsistence of any agreement relating to subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit /credit for all the transactions may be effected in this/these accounts.
- 4.2 The client agrees that the Member shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions covered under this agreement to the extent of the client's obligation to the member in respect of the transactions



done or to be done by the member on behalf of the client on the Exchange. The Client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the aforesaid presents.

4.3 The client agrees that the Member may reveal certain information with the Member in the course of the agreement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.

4.4 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account maintained by the client with such designated bank, for any reason the Member may, at its discretion, terminate services to the client and the client shall have no remedy therefrom.

4.5 The client confirms that the bank account linked to the trading account is valid bank account of the client.

## 5. ELECTRONIC PAYMENT GATEWAY

### 5.1 Application of Electronic Payment Gateway for Net banking

5.1.1 The Member may offer Electronic Payment Gateway for Net banking to selected Customers at its discretion in collaboration with the concerned bank. The Client agrees that in order to be eligible for Electronic Payment Gateway for Net banking he would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works and have Net Banking facility with his bank.

### 5.2 Electronic Payment Gateway for Net banking Service

5.2.1 The Member shall endeavor to provide through Electronic Payment Gateway for Net banking or such services as the Member may decide from time to time. The Member reserves the right to decide the type of services which may be offered on each account and may differ from client to client. These facilities shall be offered in a phased manner at the discretion of the Member. The Member may also make additions/deletions to the services offered through Electronic Payment Gateway for Net banking at its sole discretion. The availability/non-availability of a particular service shall be advised through e-mail or web page of the Member or written communication.

5.2.2 The Client agrees that he shall not use or permit to use the Electronic Payment Gateway for Net banking or any related service for any illegal or improper purposes. The client also agrees that he shall use only his own account and not anybody else's account for making any payment to meet his settlement obligation.

## 6. POWER OF ATTORNEY /AUTHORISATION

### 6.1 Depository Account

The Client shall provide to the Member, a power of

attorney authorizing the Member to debit/credit/block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the client's obligation to the member in respect of the transactions done or to be done by the member on behalf of the client on the Exchange.

### 6.2 Bank Account

The Client shall authorize the Member to debit/credit or block or create a lien in his bank account to the extent of the client's obligation to the member in respect of the transactions done or to be done by the member on behalf of the client on the Exchange.

## 7. ORDERS:

7.1 The Client agrees that all order placed by him for securities through the web-site shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.

7.2 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the Members interactive voice response or may otherwise be recorded by the Member. The client also agrees that such recording and the Member's records of any orders, instructions and communications given or made by the client or the Member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

7.3 The client agrees to provide information relating to customer user identification number, T- Pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Member from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Member shall be binding on the client.

7.4 The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ONLINE 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, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's ONLINE TRADING System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities

through the Member.

- 7.5 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ONLINE TRADING System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 7.6 The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 7.7 The client agrees that Member may impose scripwise surveillance or other conditions as to scripwise limits, etc. The client also understands that Member may impose various surveillances which may differ from client to client on the basis of the Member's risk perception and other factors considered relevant by the Member.
- 7.8 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's ONLINE TRADING System.

## 8 TRADING, SETTLEMENT AND ACCOUNTS

- 8.1 Online confirmation will be available to the client upon execution or cancellation of the order placed by him through the Member's system. This shall be followed by a confirmation which may be sent by postal mail or courier or e-mail or SMS or any other electronic means and this shall be deemed to be valid delivery thereof by the Member. It shall be the responsibility of the client to review immediately upon receipt, and to follow up with the Member for all such confirmations that are not received by him within stipulated time.
- 8.2 The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scrips or quantities) to the Member's notice in writing, by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to the Member in writing via electronic mail or fax within twenty four hour from the time of receipt of the first notice. There may be a delay in the Member receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the Member has entered into contracts or transactions on behalf of the clients Accordingly the Member may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold the Member responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any

exchange.

- 8.3 The client agrees that if, any circumstance or for any reason, the market close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that the Member may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be re-processed, in any event.
- 8.4 The Member may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip-specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.
- 8.5 The client is aware, that the Stock Exchange may provide a facility for reconfirmation of orders, which are larger than those specified by the Member's risk management, and is also aware that the Member has the discretion to reject the execution of such orders based on such risk perception.
- 8.6 Where the member rejects any order placed by the client for any reason, it can do so without prior notice to the client.
- 8.7 The client agrees that, if the order is not accepted on the web-site for any reason, the Member shall have the right to treat the order as having lapsed.
- 8.8 The client is aware that the electronic trading systems either at the Exchange or in the Member's offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities, Member shall be entitled to cancel relative contracts/(s) with the Client. In such event, the Member does not accept responsibility for any losses to the Client due to such eventualities which are beyond the control of the Member.
- 8.9 The Member, may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.
- 8.10 The client agrees to abide with and be bound by all the Rules and Circulars that the Member may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by the Member and the orders placed by him on the web-site or any other manner.
- 8.11 The systems used by the Member for providing Online Trading services or dial up services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall

provide such sum as may be required to meet his liability under the trade.

- 8.12 Any and all instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct the Member to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web-site.
- 8.13 Auto Square Off: Client/s agree that Member would have the discretion to square off the position of Client/s in following circumstances:
- (a) In case of Margin Trades, if the open buy position is neither squared off nor converted to Delivery by Client/s within the stipulated time.
  - (b) In case of Margin Trades, if the open sell position is neither squared off nor converted to Delivery by Client/s within the stipulated time.
  - (c) In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with us.
  - (d) In all other cases where the margin or security placed by the Client/s falls short of the requirement or where the limits given to the Client/s have been breached or where the Client/s have defaulted on their existing obligation

Client/s agree that although the auto square off trigger point is pre-defined, subsequent to which the member could exercise its discretion to carry out the square-off within a reasonable period of time, the actual execution could happen at a price different from the trigger point and the Client/s agree to bear the loss based on actual executed price. The Member shall also have the right to cancel any or all open orders and/or close any or all outstanding contracts. Client/s understand that in case the Auto Square off does not take place due to certain reasons like price band, etc. then the Member may convert the open positions to Delivery. If the conversion also fails due to non-availability/shortage of Demat shares, then for the open sale position, the Client/s will have to face auction or close out as per the rules of the concerned Exchange. Consequently, client/s will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange. If the conversion also fails due to insufficient funds/no funds, then for the open buy position, the shares will not be delivered to the client/s and the Member will liquidate the shares anytime and the Client/s will be liable for any resulting losses and all associated costs incurred by the member.

8.14 Cancellation or modification of the requests:

- 8.14.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the clients request for cancellation

and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

- 8.14.2 The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Member is received by the client. However due to technical or other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until the Member has so confirmed in writing.

- 8.14.3 The Exchange may anull a trade suo-moto without giving a reason therefor. In the event of such anullment, the Member shall be entitled to cancel the relative contract(s) with the client.

- 8.14.4 The pending orders shall be governed as per the exchange systems, after the market is closed for the day,

- 8.15 The Member shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Regulations, 1992 within twenty four hour of the execution of the trade. Such contract note, if issued in physical form shall be dispatched by the Member by courier / post or through any other medium of communication specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement or at any other address expressly informed to the Member by the client. The client agrees that the Member to issue the contract note in digital form which shall be sent by way of electronic mail to the address provide by the client. When the Member uploads the digital contract notes on the web-site [www.smcindiaonline.com](http://www.smcindiaonline.com) the same shall be deemed to be received by the client. The Member shall not be responsible for the non receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the Member in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. If the client does not object in writing to any of the contents of such trade confirmation/intimation within twenty four hours to the Member, all such notes, bills and statements shall be deemed final and accepted by the client.

- 8.16 The Member may allow/disallow client from trading in any security or class of securities, or derivatives contracts and impose such conditions including scrip wise conditional trading for trading as it may deem fit from time to time.

9. MARGIN:

- 9.1 The Client agrees and undertakes to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be



entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's Online Trading Service.

- 9.2 The margin will not be interest bearing. The Member shall have, at its sole discretion, the irrevocable right to set off a part or whole of the Margin, i.e, by the way of appropriating of the relevant amount of cash or by sale or transfer of all or some of the Securities which form part of the Margin, against any dues of the Client in the event of the failure of the client to meet any of his obligations.
- 9.3 The client agrees and authorises the Member to determine the market value of securities placed as margin after applying a haircut that the Member may deem appropriate. The client undertakes to monitor the market value of such securities on a continuous basis and to replenish any shortfall in the value of the margin consequent to a fall in the market value of such securities whether or not the member intimates such shortfall.
- 9.4 The client agrees that it shall be sufficient for the Member to communicate/advise the method of calculation of margin or the security requirements as rate(s) / percentage(s) of dealings by any one or more methods and on such communication/advice the client shall self monitor his dealings, margin deposits and margin requirements and provide, the required / deficit margin/security as required from time to time, forthwith whether or not any margin call or separate communication to that effect is sent by the Member and/or received by the client.

The client further agrees that it shall be his responsibility to ascertain the adequacy of margin / security in acceptable form and manner beforehand prior to making any trade / order / deal, to ensure that the margin / security is adequate at all times during an open position and to make up forthwith in acceptable form and manner any deficiency or shortfall therein. If the client's order is executed and/or maintained despite shortfall in margin / security the client shall be responsible for all orders including orders executed without sufficient / non-available margin / security required by the Member / Exchange / SEBI and shall make up the shortfall suo motu at the earliest.

The client agrees that the Member prescribes the date and time by which and the form and manner in which the margin / security should be made available and the Member may refuse to accept any payment in different form or manner or after expiry of the deadline for such margin/security.

- 9.5 The Member is entitled to consider any sum or money or security lying to the credit of the client as margin received.
- 9.6 The Member may at its sole discretion prescribe the payment of margin in the form of cash instead of or in addition to margin in the form of securities. The client

accepts to comply with the Member's requirement of payment of margin in the form of cash immediately. 9.7 The client is also aware that the Member is required to deposit sufficient margin with the Exchange to enable all its eligible clients to trade subject to such limits as may be imposed by the Member on the basis of Members' Risk perception and other factors considered relevant by the Member. However, there may be circumstances when the deposits made by the Member with the Exchange may not be sufficient in times of extreme volatility and Members Trading terminals may get temporarily suspended because of the cumulative effect of non-meeting of obligation by various clients as per this agreement. In these circumstances, no client shall have the right to claim any damages from the Member for any loss that they might incur on account of such suspension of trading.

- 9.7 The Client agrees that any securities/cash placed by him/her/it as margin may in turn be placed as margin by the Member with the Exchanges or banks or such other institution as the Member may deem fit. The Client authorises the Member to do all such acts, deeds and things as may be necessary and expedient for placing such securities / cash with the Exchanges / Banks / Institutions as margin.
- 9.8 Any reference in these terms to sale or transfer of Securities by the Member shall be deemed to include sale of the Securities which form part of the margin maintained by the Client with the Member. In exercise of the Member's right to sell securities under the Agreement, the Client agree that the choice of specific securities to be sold shall be solely at the Member's discretion.

## 10. MAINTENANCE OF TRADING ACCOUNT

10.1 Where the Client authorizes the Member to maintain the trading account on running account basis with respect to funds and securities, the Member may allocate the payment received from client and payments made to the client for any exchange/segment. Similarly the Member may pass such entries to adjust the debit/credit balance of the client in trading account of one exchange/segment to other or vice-versa. The Member may maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of the client account as maintained by the Member shall be binding on the client. Without affecting the generality of the aforesaid, the parties hereto agree as follows:

10.1.1 Money pay-in to Member: The client shall ensure that all payments due to the Member will be made within the specified time and in the event of any delay, the Member may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Member shall be from the Bank account of the client and shall not to be from any third party.



- 10.1.2 Money pay-out to Member: The Member may release all payments due to the client from the trading account maintained with the Member, against specific request in this behalf. For the purposes of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Member to execute an instruction. Any payment made to the designated bank account as per information available with the Member shall be deemed to be payment made to the client.
- 10.1.3 Securities pay in to Member: All delivery to be effected to the Member for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the exchange by the Member as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non delivery of securities on the settlement date on the exchange. No third party shares will be sold through the Member or third party payment should be made to Member and client will be solely responsible for any violation. If the client anticipates availability of securities for pay in through pay out of earlier settlements or borrowings or otherwise, which does not materialise prior to the time fixed for the same for any reason whatsoever, all losses to the client for such shortage (including auction, square off or closing out) shall be solely to the client's account and the client shall not hold the Member responsible in any manner or form.
- 10.1.4 Securities pay out by the Member: The Member may directly credit the demat account of the client with the depository participant or maintain the securities account with the Member on running account basis. Provided that if the order placed by the client through the web-site or otherwise is for securities which are in the no delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Member may withhold the credit of securities to the demat account of the client. However the client authorizes the Member to withhold the securities to meet liabilities of client to the Member under this agreement.
- 10.1.5 Securities shortages in pay-in and pay-out: The Client shall be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Member, either through orders placed through the use of the Online Tradingservices and dial-up services of the Member or otherwise as may be issued by the Member from time to time. In case of internal storage of securities, any entry passed to the account of client in accordance with practice consistently followed by the Member across all its clients shall be binding on the client. Further in case of shortage of securities, the Member may borrow shares on behalf of the client and debit the charges for the same to the client's account mentioned with the Member.
11. REPRESENTATIONS AND WARRANTIES
- 11.1 The Client represents that he is trading for his own beneficial account and shall not act as an intermediary.
- 11.2 He agrees to provide and continue to provide all details about himself, address proof, financial status etc., as may be required by the Member, including but not restricted to PAN Number, and states that all details and facts represented to the Member are true.
- 11.3 The Client warrants that all securities deposited by him with the Member in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.
- 11.4 The Client agrees to indemnify and hold SMC harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the Web Banking, user ID and password by the Client/s.
- 11.5 The Client confirms and warrants that the Member is authorised to take all such steps on the Clients behalf as may be arising from the provisions or to complete or settle any transactions entered into or executed by the Member on behalf of the Client, However, nothing herein shall oblige the Member to take such steps.
- 11.6 The Client understands that the exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading or dated data or information and, if the client acts on the basis of the same, he shall do so at his own risk and cost.
- 11.7 The client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.
- 11.8 Client agrees to keep himself updated regarding changes in rules, byelaws and regulations of the Exchange and/or guidelines issued by SEBI relating to the trading through the stock-brokers and the Member shall not be under an obligation to inform the client of any such changes. The client agrees to keep track of such

changes from the websites of SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) and the Exchanges and the media.

#### 11.9 Corporate Benefits; Settlement Cycles

The Client accepts responsibility for knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares he intends to trade in or held on his account and the eligibility of the shares to meet share pay in obligations to exchanges whether received by way of purchases, right, bonuses, stock split, off market transfer otherwise. Member will pass to the Client whatever corporate benefits are received from the companies directly like dividends and bonus shares. For other corporate benefits/actions like Rights issues/Open offers etc. where shareholders are required to apply to the company, it is the Client's responsibility to track announcements of such corporate benefits and then apply to the member/company if Client so desires. The Member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect whom and for whom it may have had transaction in securities. Member shall not be liable for any real/notional loss suffered by the Client, if Client fails to apply for such corporate benefits in time for the shares held by the Member on behalf of the Client. In some cases, Member at the Client request may apply on behalf of the Client for a Rights issue/Open offer for the shares held by Member on behalf of Client. Member shall not be liable for any loss/claim whatsoever in case such application is rejected by the Registrar / Company / manager to the issue for any reason

#### 12. FEES AND BROKERAGE

**USER FEES / OTHER CHARGES:** The client agrees that the Member may charge user fees for the use of any other service including but not restricted to the Online Trading service and dial up services, at a rate mentioned on the web-site or otherwise intimated and as may be modified from time to time. The Member may charge any other relevant charge in the manner intimated on the web-site or in any other manner from time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.

#### 13. DEFAULT AND CONSEQUENCES THEREOF

##### 14. LIEN/SET-OFF

14.1 All funds of the client in the bank account with designated bank shall be subject to lien for the discharge of any or all payments to the Member from the client.

14.2 All securities in the demat account opened in terms of the agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to the Member or to the depository participant from the client and may be held by the Member as a security against default by the client in the respect of the services already availed of by the client.

14.3 The Client authorizes the Member to block securities against pending order or pledge securities in favour of the Member against any of his dues.

14.4 The Client agrees that the Member shall have the right of set-off amongst all trading account maintained by the client with the Member.

#### 15. INVESTMENT OR ANY OTHER ADVICE

15.1 The Client agrees that none of the services available on the web-site or through any literature or brochure issued by the Member shall amount to investment advice on the part of the Member.

15.2 The Client agrees that in the event of the Member or any employee or official of the Member, providing any information, recommendation to the client, the client may act upon the same at his sole risk and cost and the Member shall not be liable or responsible for the same.

16. The Member, and its officers, directors, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

#### 17. MISCELLANEOUS

17.1 The client agrees to abide by operational procedures laid down by Member regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the website.

17.2 Use of content: The Client agrees that he shall use the content available on the Member's website only in accordance with the terms of the website and shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the Member's web site.

#### 18. MODIFICATIONS

18.1 All modification to the Supplementary terms shall be made solely at the discretion of the Member and shall be intimated to the client at least 15(fifteen) days earlier on the web-site or in any other manner.

#### 19. INDEMNITY

19.1 The Member shall be indemnified by the client in case of any action initiated against the Member by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Member may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.

#### 20. FORCE MAJEURE

The Member shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

#### 21. NOTICES:

21.1 All notices, correspondences or communications issued by the Member to the client under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last

known web address / residing address and/or at the ordinary business address of the client such as

- a) by hand delivery
- b) by post
- c) by registered post
- d) under certificate of posting
- e) by telegram
- f) by electronic mail or fax
- g) by affixing it on the door at the last known business or residential address.
- h) By oral communication to the party or on the last known telephone number or on the recording machine of such number.
- i) By advertising in atleast one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- j) By notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Member to the Client shall be deemed to have been properly delivered or served, if such communication is returned on the Member as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address/residing address and / or at the ordinary business address of the party to this agreement.

21.2 Unless the Client informs the Member of the change of the address for communication in writing all notice circulars, communication or mail sent to the existing

address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

21.3 Certain policies and/or procedures may be further outlined on the Member's web site and material/ literature and frequently asked question (FAQ's) provided to the Client. Through the use of the Member's web site and services the Client agrees to be bound by any and a such notices, policies and terms of doing business.

21.4 All communications by, from or on behalf of client to the Member shall be addressed to its Customer Care Department at the following destinations and may be sent by hand delivery, post, courier or electronic mail.

Compliance Officer,  
SMC Global Securities Ltd.  
11/6B, Shanti Chamber,  
Pusa Road, New Delhi 110005  
Email : smc@smcindiaonline.com

22. COMMENCEMENT AND EFFECTIVENESS

These Supplementary terms shall come into effect and commence only on acceptance by the Member and execution by its authorized signatory at Kolkata. The client may trade only after the Unique Client Code (UCC) and client's PAN is uploaded with the Exchange. They shall continue to be effective during the effectiveness of the Agreement or on earlier written request of the client which shall be effective on expiry of 15 (fifteen) days of receipt of request by the Member's Customer Care Department provided that the client shall be responsible for transactions entered on his behalf during the notice period and discharge all his obligations before closure of the account.

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

Signature of Client : (41) ⊗

Place :

Date :

Name/Trade Name of

Stock Broker : **SMC GLOBAL SECURITIES LTD.**

Signature of Stock Broker : 

For SMC Global Securities Ltd.

Authorised Signatory

For SMC Global Securities Ltd.  
  
Authorised Signatory

Date :

Name and address of 1st witness :

Signature of 1st witness

⊙⊙

Name and address of 2nd witness :

Signature of 2nd witness

⊙⊙

## MUTUAL FUND SERVICE SYSTEM FACILITY

(Letter to be provided by the Investor to the Participant)

To,

**SMC Global Securities Ltd.**

11/6B, Shanti Chamber, Pusa Road, New Delhi 110 005.

Sir,

Sub: BSE StAR MF / Mutual Fund Service System (MFSS) facility

I/We \_\_\_\_\_ am/are registered as your client with Client Code No. \_\_\_\_\_ and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of Bombay Stock Exchange Ltd./ National Stock Exchange of India Ltd. (Exchange).

I/We am/are interested in availing the BSE StAR MF/MFSS facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the BSE StAR MF/ MFSS of the Exchange.

For the purpose of availing the BSE StAR MF/ MFSS facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of BSE StAR MF/ MFSS and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated 24, November 2009 & 2, December ,2009 for NSE & BSE Respectively and as may be specified by the Exchanges from time to time in this regard.

I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/We therefore request you to register me/us as your client for participating in the MFSS/ BSE StAR MF.

Thanking you,

Yours faithfully,

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

(42)  \_\_\_\_\_  
Signature of Client

Place :

Date :

### Details of terms & conditions for the Investor / Client for using New BSE StAR MF / MFSS facility

#### 1. Pre-requisites for becoming Investor / Client for the BSE StAR MF/MFSS facility

- 1.1. The client who is desirous of investing in units of mutual fund schemes through the New BSE StAR MF/MFSS.
- 1.2. The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New BSE StAR MF/MFSS.
- 1.3. The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 1.4. The Client has approached to the Participant with the application for availing the New BSE StAR MF/MFSS facility.
- 1.5. The client has submitted relevant KYC (Know Your Client) details to the Participants

#### 2. Terms and Conditions

- 2.1. The client shall be bound by circulars issued by BSE/NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 2.2. The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New BSE StAR MF/MFSS or at any time thereafter.

- 2.3. The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 2.4. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 2.5. The client shall be wholly responsible for all his investment decisions and instruction.
- 2.6. The client shall ensure continuous compliance with the requirements of the BSE, NSEIL, SEBI and AMFI.
- 2.7. The Client shall pay to the Participant fees and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Participant renders to the Client.
- 2.8. The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 2.9. In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of BSE or BOISL /NSEIL or NSCCL.
- 2.10. In case of any dispute between the Participants and the investors arising out of the BSE StAR MF Fund /MFSS facility, BSE and /or BOISL and NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.



## Power of Attorney (VOLUNTARY)

BY THIS POWER OF ATTORNEY I/WE \_\_\_\_\_

the undersigned (hereinafter referred to as "client(s) / "I" / "We")  
residing at \_\_\_\_\_

\_\_\_\_\_ wish to avail various services offered (hereinafter referred to as "services") by SMC Global Securities Limited (hereinafter referred to as SMC) a company duly incorporated under the Companies Act, 1956 and having Registered Office at 11/6B, Shanti Chamber, New Delhi-110005 subject to the following recitals and terms and conditions.

WHEREAS SMC is providing various securities related services which inter alia include but not limited to transactions in connection with purchase or sale of securities, scrips, stocks, bonds, debentures, mutual fund units or any other financial instruments, or subscription to any offer or public issue of shares, mutual funds, including initial public offering (IPO) thereof, buyback of shares or any other such transactions relating to securities and financial instruments which has been mentioned in detail in the website [www.smcindiaonline.com](http://www.smcindiaonline.com).

WHEREAS I/We in this connection have Beneficiary Account No. \_\_\_\_\_ /will open Beneficiary Account(s) with Depository Participant as will be specified in the client registration form with SMC.

WHEREAS in order to avail the various services being offered by SMC, I/We have also executed the Member-Client Agreement with SMC.

WHEREAS SMC has the following Demat accounts to receive securities from the clients in pool and keep them separate from its own securities and in any of which only the securities shall be received on my/our account when not credited to my aforesaid Beneficiary Account(s)

### Sr. No. DEMAT Account No.

01	12019101 00000412 (CDSL BSE Pool)
02	12019101 00000372 (CDSL NSE Pool)
03	IN564844 (NSDL NSE Pool)
04	IN655267 (NSDL BSE Pool)
05	12019101 00000391 (CDSL Margin A/c)
06	12019101 00055137 (CDSL Margin A/c)
07	IN303655 10000116 (NSDL Margin A/c)

WHEREAS in order to facilitate SMC in properly executing the various transactions on my/our behalf, I am/we are appointing

SMC as my/our attorney for all acts, deeds and things in connection with my transactions as per the Member-Client Agreement entered with SMC.

NOW THESE PRESENTS WITNESSETH THAT I/We for availing various services and for completing the various securities related transactions do hereby jointly and severally nominate, constitute and appoint SMC, acting through its Director(s), employees or such other person as may be authorised by it for the aforesaid purposes as my/our true and lawful attorney to do, execute and perform severally the following acts, deeds, matters and things:

1. To operate the specified Beneficiary Account(s) and issue instructions relating to dematerialising or rematerialising shares and securities, freezing of accounts and to sign and execute delivery instruction slips to effect transfer of shares / securities from my / our beneficiary account, to execute receipt instructions, pledge instructions, pledge closure instructions and all such other instructions that may be required towards stock exchange related margin / delivery obligations arising out of trades executed by me/us on the stock exchange through SMC or to otherwise facilitate the transactions undertaken by me /us pursuant to the Member Client Agreement;
2. To instruct the Depository Participant to debit securities and /or to transfer securities from my Beneficiary Account(s) with SMC for the purpose of delivering the same to the clearing house of the recognized stock exchange toward any segment in respect of securities sold by me / us through them;
3. To do all such acts, deeds and things as may be required to ensure that all deliveries of securities arising out of transactions undertaken by me/us under the Agreement through SMC are duly and properly completed;
4. To apply for, subscribe to, and/or redeem various securities and instruments specified herein above including equity shares, mutual fund units or any other investment product(s) offered by SMC on my/our behalf on my/our instructions and to make payments for the same;
5. To facilitate SMC to credit the refund amount on account of non-allotment/part allotment received by SMC against my/our application in the designated bank account as specified in the Client Registration Form/Member Client Agreement;
6. To charge / debit my / our account(s) towards charges / fees / amounts etc., payable to SMC / Depository Participant /

Principal by virtue of my/our using any of the facilities/ services provided by SMC at my/our instance;

7. To send/receive communications, instructions, statements, requisitions, acknowledgments etc., in connection with the aforesaid instruments to various parties including, the company, issuer, registrar & transfer agent, asset management company, trustee, stock exchange, Government/statutory Authority etc.;
8. To execute, all documents, forms, deeds, bonds, redemption requests etc., and to do all such acts or deeds in connection with the above;
9. To register this Power of Attorney with the Bank / Issuer / Registrar to an Issue, Depository Participant and or with any other party concerned;
10. To authorize the Stock Broker/Depository Participant to send consolidated summary of my / our scrip-wise buy and sell positions taken with average rates to me / us by way of SMS / email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.
11. To do all such other acts or deeds which SMC in its sole discretion considers necessary in this connection in order to

complete the transaction(s); so, however, that nothing herein shall preclude me from operating the designated bank account and the Beneficiary Account, subject always to powers granted herein to SMC for the purposes of the Member Client Agreement.

Subject only to the satisfaction of all amounts/ dues payable by me/us to SMC in respect of any services/facilities provided in connection with this Power of Attorney, the Member Client Agreement or any other document(s) executed between the parties this Power of Attorney is revocable by me at any time without notice.

Provided always that SMC 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.

I DO HEREBY for myself, my heirs, executors and administrators agree to ratify, confirm and validate all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

This Power of Attorney shall be subject to the jurisdiction of the Courts in Delhi.

In witness whereof I/We have executed this Power of Attorney on the day, date and year herein below mentioned.


Place :

Date :


Name of 1st Holder : \_\_\_\_\_

Signature (45) 

Name of 2nd Holder : \_\_\_\_\_

Signature (9) 

Name of 3rd Holder : \_\_\_\_\_

Signature (9) 

Name and address of 1st witness :

Signature of 1st witness



Name and address of 2nd witness :

Signature of 2nd witness



## AUTHORITY LETTER FOR ELECTRIC CONTRACT NOTES AND OTHER PERMISSIONS FOR SMOOTH OPERATIONS

To,  
**SMC Global Securities Ltd.**  
11/6B, Shanti Chamber, Pusa Road, New Delhi 110 005.

Dear Sir,

With respect to the client - member relationship with you, we authorize you to do the following:

- 1) **Adjustment of account between exchanges and segments** : I/we hereby inform you that I have executed/intend to execute an agreement with you for trading on different exchanges, i.e., NSE, BSE, MCX-SX in cash and derivative segments. I/We request you to transfer, make adjustments and/or set off a part or whole of the securities placed as margin and/or any surplus funds in any of the accounts maintained with you against the outstanding dues payable if any, by me/us to any of my/our account(s) maintained with you. You will have lien on the credit balance in any of my/our account for meeting the debit or obligations in progress in any other of my/our account. Any entries passed by you in accordance with this authorization will be binding on me/us.
- 2) **Adjustment of balances between SMC Group Companies** : I/we may have accounts with other group companies of SMC for availing different financial services. So as to avoid delays in transfer of funds from one of my accounts in one company to another in another company of the group I authorize you to net off/adjust my credit/balance with you with any other SMC group company by way of accounting entries.
- 3) **Sale of securities in case of my/our default** : I/We agree that if I/we fail to meet our my/our funds pay-in obligation in respect of any one or more securities purchased by me/us before the scheduled pay-in date, you shall be at liberty and I/we authorize you to sell the securities received in pay-out, sufficient to the amount not received, after taking into account any amount lying to my/our credit, by selling equivalent securities at any time after the scheduled pay-in time of the Exchange. If you do not sell the securities within five trading days after the date of pay-in for any reason whatsoever, such securities shall be deemed to have been closed out at the closing price declared by the Exchange for the fifth trading day. I/We agree that the loss, if any, on account of the close out shall be to my/our account.  
I/We further agree that if I/we fail to deliver any one or more securities to your pool account in respect of the securities sold by me/us before the pay-in date notified by the Exchange from time to time, such undischarged obligation(s) in relation to delivering any one or more securities shall be deemed to have been closed out at the auction price or closing price, as may be debited to you in respect of the security for the respective settlement, to the extent traceable to me/us on my/our failure to deliver, otherwise the closing price on the date of payment in respect of the relevant securities, declared by the Exchange. I/We further agree that if for any reason, schedule of pay-outs is modified the aforesaid shall be applicable reckoning the actual date of pay-out. I/We further agree that the loss, if any, on account of the close out shall be to my/our account.
- 4) **Pledge of Monies/Securities** : I/We irrevocably authorize you to pledge the i) securities received from us as margin or purchased by us through you and ii) monies standing as credit in our account as margin or credit resulting from sale of securities, with the stock exchange, banks or a third party to facilitate my/ our transactions in the normal course of securities business.
- 5) **Authorization to debit Demat Account operating charges** : I/We opened/ have a Beneficiary account with you and I/we have a trading account with you for investment and trading purpose. It will be very difficult for me/us to issue separate cheques against your depository bills. Hence, I authorize you to debit the trading account for the debit charges payable to you as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.
- 6) **Authorization to debit the Trading Account Opening charges** : I/We authorize you to debit the trading account maintained with you for the account opening charges for offline trading account payable to you. Any such sum debited to my account shall be binding on me/us.
- 7) **Implementation of Corporate Benefits/actions** : I/we accept responsibility for knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares I/we intend to trade in or held in my/our DP account and the eligibility of the shares to meet share pay in obligations to exchanges whether received by way of purchases, right, bonuses, stock split, off market transfer or otherwise. You will pass to me/us whatever corporate benefits are actually received from the companies directly like dividends and bonus shares. For other corporate benefits/actions like Rights issues/Open offers etc. where shareholders are required to apply to the company, it will be my/our responsibility to track announcements of such corporate benefits and then apply to you/company if I/we so desire. I/we shall not hold you liable for any real/notional loss suffered by me/us, if I/we fail to apply for such corporate benefits in time for the shares held by you on my/our behalf. You shall not be liable for any loss/claim whatsoever in case such application is rejected by the Registrar/ Company/ Manager to the issue for any reason.
- 8) **Acceptance of Technical failures/delays** : I/We am/are aware that the electronic trading systems either at the Exchange or in your offices are vulnerable to temporary delays, disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/ disruption/ breakdown of system or link, you shall be authorized to cancel relative instruction(s)/ contracts/(s) with us and shall not be liable to execute my/our desired transaction. In such event, I/we shall not hold you responsible for any losses incurred/ that may be incurred by me/us due to such eventualities which are beyond your control.

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

(46)   
Signature of Client



Place :

Date :

**Authorization to issue Electronic contract note and statement of funds and securities in Digital format**

To,  
**SMC Global Securities Ltd.**  
11/6B, Shanti Chamber, Pusa Road, New Delhi 110 005.

I/We hereby agree and authorize you to issue the contract notes for transactions carried on by me/us with you in terms of the agreement entered into between us, in digital form. Digital Contracts issued by you at our email address as per the terms and conditions specified below shall be binding on me/us. I/We have been advised that you shall be regularly uploading the contract notes on your website which I/We can access with my/our user ID and password. The digital contract notes uploaded on the web-site www.smcindiaonline.com shall be deemed to be received by me.

I/We undertake to check the contract notes and bring the discrepancies to your notice within 24 hours of such issuance of contract notes. My/our non-verification or not accessing the contract notes on regular basis shall not be reason for disputing the contract note later.

Further to my/our authority to you to issue Contract Notes in digital format I/we also authorize you not to provide me/us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. We shall get the required details from Contract Notes issued to us.

I/We authorize you to send periodic statements of funds and securities in digital format at my Email address unless I request you in writing to send them in physical form.

**Terms and conditions:**

- a) The Digital Contract Notes will be issued in digital form in compliance with the guidelines issued by SEBI/Exchanges from time to time.
- b) Digital Contract Notes will be mailed to the e-mail address provided to us, in the format as may be prescribed by the Exchanges from time to time.
- c) Digital Contracts notes will also be available at URL <http://www.smcindiaonline.com>. Clients can also view the Digital Contract notes on the URL by using the username and Password.
- d) In case of any change in my/our e-mail ID at any time in future, I/we shall communicate it to your customer care department through physical letter. If I/We am/are internet client I/we may request for change of e-mail ID through my/our user ID and password.
- e) The digital contract notes will be archived at an interval of 15 days. If the client intends to view the digital contract notes for a period prior to 15 days client may request for the same in writing.
- f) In case of any failure in system, bouncing back or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
- g) Discrepancies, if any, should be sent to the branch or to E-mail [smc@smcindiaonline.com](mailto:smc@smcindiaonline.com) within 24 hours of issuance of digital contract notes with sufficient available details.
- h) Non-receipt of bounced mail notification by you shall amount to delivery at my/our E-mail ID.
- i) Any changes in the terms and conditions shall be intimated by you from time to time.

I/We request you to take the above on record and proceed accordingly.

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

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

Place :

(47)  \_\_\_\_\_  
Signature of Client

Date :

**SUBSCRIPTION TO ACCESS RESEARCH ANALYSIS (VOLUNTARY)**

**SMC Global Securities Ltd.**

Dated : .....

11/6B, Shanti Chamber, Pusa Road, New Delhi-110005  
Ref: A/C No. \_\_\_\_\_ (SMC GLOBAL)

Dear Sir/Madam,

I/We hereby give my/our consent to you to annually transfer a sum Rs \_\_\_\_\_ towards annual subscription for accessing SMC Research Analysis from the amount lying to the credit of any of my/our accounts with you (including the margin money). I/We alone only shall be responsible if any orders are placed by me/us for trading based on the Research work / Equity / Currency analysis of SMC Research Analysis and you shall not be liable for any profit or loss arising out of such transactions. Constituent undertakes to keep SMC indemnified on this aspect for all transactions undertaken by me/us.

Yours Truly

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

Place :

(48)  \_\_\_\_\_  
Signature of Client

Date :



**AUTHORISATION WHEN A CLIENT WANTS TO MAINTAIN A RUNNING ACCOUNT  
(VOLUNTARY)**

I/We confirm that I/We are desirous of regularly dealing in CM and F&O segments of securities on the stock exchange(s). I/We request you to maintain the account, both for securities and funds, with you on a running account basis without settling the account on each settlement of each transaction on my/our behalf. This will facilitate me/us in doing my/our transactions through you. I/we also request you to consider the balances in my/our running funds and securities account for the purpose of margins/any other of my/our obligations due to you. In view of the above, it would be proper for you to retain all amounts payable and all securities receivable be me/us until specifically requested by me/us in writing to be settled or to be dealt with in any other manner. I/We understand and agree that no interest will be payable to me/us on the amounts or securities so retained by you.

I/We agree and empower/authorize you

- a. to act in your discretion of merging balances kept under various accounts held with the you, such as Online Trading Account, Offline Trading Account, NSDL (or CDSL) DP Account, CM Trading Account and F&O Trading Account, MFSS etc., to nullify the debit in any of my/our other account held with you without taking any further instructions from me/us;
- b. to merge the securities kept with you in various accounts in order to nullify the debit in any account of my/our account;
- c. to withhold the credit of securities to my/our demat account if any sum is due from me/us;
- d. to withhold the securities to meet my/our liabilities to you under the trading agreement;
- e. to debit my/our trading account towards depository charges payable by me/us to the designated depository participant and make onward payment to the designated depository participant upon receipt of intimation from the designated depository participant;
- f. to block securities against pending order or pledge securities in your favour against any of my/our dues;

This authorization shall be valid for One Year from the date placed under my/our signature below and may be renewed from time to time by another writing under my/our signature. I/We have the liberty to revoke this authorization at any time.

It is understood that the "Actual settlement of funds and securities" shall be done by you at least once in a calendar quarter. While settling the account you will be sending me/us a 'statement of account', containing an extract from the client ledger for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities. The statement shall also explain the retention of funds/securities and the details of the pledge, if any. Such periodic settlement of the running account shall not be necessary when (a) I start availing margin trading facility as per SEBI circulars; or (b) The margin provided by me to you is in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDRs).

On settlement date you may retain the requisite securities/funds towards any outstanding obligation and may also retain funds expected to be required to meet margin obligation (as estimated by you) for the next 5 trading days, calculated in the manner specified by respective Exchanges.

The statement of Account so issued by you or the settlement made by you shall be taken as correct and shall be binding upon me/us unless a discrepancy or dispute arising from such statement or settlement or receipt/disposal of funds/securities, as the case may be, is brought to your notice with relevant facts/documents within seven working days.

I/We understand that, unless otherwise required to meet my obligations for margin or on settlement you shall transfer the funds/securities lying with you in credit of my/our account within one working day and those lying with the Clearing Member or Clearing Corporation within three working days of my request for transfer.

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

Once in a Calendar Quarter       Once in a Calendar Month

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

(49)  \_\_\_\_\_  
Signature of Client

Place :

Date :

**SAMPLE AUTHORITY LETTER IN FAVOUR OF A PARTNER(S)**  
**(To be obtained on pre-printed Letterhead of Firm)**

Dated:.....

**SMC Global Securities Ltd**  
11/6B, Shanti Chamber, Pusa Road  
New Delhi-110005

Dear Sir/Madam,

We are the partners of M/s. \_\_\_\_\_ a partnership firm, having its office at \_\_\_\_\_ hereby authorize Mr./Ms. \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_ to open a securities trading account in Capital Market Segment, F&O Segment and / or Retail Debt Market Segment on behalf of the Firm M/s \_\_\_\_\_ with yourself for sale and purchase of shares /debentures/derivative instruments in the Capital Market Segment (CM) and /or Futures & Options Segment (F&O) and/or Retail Debt market Segments (RDM) or any other segment that may be introduced by NSE/BSE in future. He/She/They is /are authorized on behalf of the firm to deal in Equities, Derivatives, Debentures, Debt products and the said Trading Members are hereby authorized to honor all instructions oral or written, given on behalf of the firm by him/her/them.

Mr./Ms \_\_\_\_\_ and Mr./Ms \_\_\_\_\_ is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or /otherwise deal through yourself on behalf of the firm M/s \_\_\_\_\_. He/She/They is/are also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

We also recognize that a beneficiary account cannot be opened with a Depository Participant in the name of the partnership firm as per depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorize you to recognize the Beneficiary Account Number \_\_\_\_\_ with depositor having DP ID \_\_\_\_\_ opened as a joint account in the name of Partners of the firm. We agree that the obligations for shares purchased and /or sold by the firm will be handled and completed through transfers to/from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Yours Truly,

Name:

Address:

\_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
(Signature of Partner)

(Signature of all the Partners with the rubber stamp required)

**SAMPLE COPY/FORMAT OF BOARD RESOLUTION IN CASE OF THE CORPORATE**  
**(To be obtained on pre-printed Letterhead of the corporate)**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. \_\_\_\_\_**  
**HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_**  
**HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_**

Resolved that the company do agree with SMC Global Securities Ltd., Member of the National Stock Exchange of India Ltd. (NSE), Bombay Stock Exchange Ltd. (BSE) and MCX Stock Exchange Ltd. (MCX-SX) for the purpose of dealing on Capital Market /Cash Segment, Derivatives/Futures & Options Segment, Currency Derivatives Segment or any other Segment that may be introduced by NSE/BSE/MCX-SX in future and the said Member be and is hereby authorized to honour instructions, oral/written or electronic, given on behalf of the company by any of the under noted authorized signatories:

S.No.	Name	Designation
1		
2		
3		
4		

who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through SMC Global Securities Ltd. on behalf of the company.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ Director, and/or Mr. \_\_\_\_\_ authorized signatory of the company be and is / are hereby authorized to sign, execute and submit such applications, undertakings, agreements, Power of Attorney and other requisite documents, writings and deeds as may be deemed necessary or expedient to open and operate the aforesaid account and give effect to this resolution.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ Director, and/or Mr. \_\_\_\_\_ authorized signatory of the company be and is / are hereby authorized to open a Demat Account with M/s SMC Global Securities Ltd., a Depository Participant of Central Depository Services Ltd.(CDSL) and to sign, execute and deliver orders, instruction letters, share transfer forms and such other requisite documents as may be considered necessary from time to time.

And RESOLVED FURTHER THAT, the common seal of the company be affixed, wherever necessary, in the presence of the Directors or anyone director, who shall sign the same in token of their presence.

For \_\_\_\_\_

Chairman/Company Secretary  
(Signature to be verified by the Banker)

Specimen signature of the Authorized Person

S.No. Name

Specimen signature

1  
2  
3

# SMC GLOBAL SECURITIES LTD.

## DEPOSITORY DIVISION

### ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM

- 1. D.P. A/c. No.:
- 2. Name : .....
- .....
- .....
- 3. Bank Name : .....
- A) Branch Name : .....
- B) 9-Digit MICR Code \* :
- C) Account Type  S.B.A/c (Code 10)  Current A/c (Code 11)  
 Cash Credit (Code 13)
- D) Ledger No./ Folio No. \_\_\_\_\_ Account No. \_\_\_\_\_

\* Appearing on the MICR Cheque issued by the Bank (Please attach the Photocopy of a Cheque or a blank cancelled issued by your bank for verifying the accuracy of the Code Number)

I, hereby, declare that the particulars given are correct and complete. If the transaction is delayed or not hold the user responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

(50)  (10)  (10)   
Sign. of 1st applicant Sign. of 2nd applicant Sign. of 3rd applicant  
Date :

**BANK CERTIFICATION** (Not required if photocopy of the cheque is enclosed).

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_ Signature of the authorised bank official

### AUTHORISATION TO BANK FOR DEBITING THE ACCOUNT

The Branch Manager

.....  
.....

Dear Sir,

I/We \_\_\_\_\_ residing at

maintain a \_\_\_\_\_ Account No. \_\_\_\_\_  
with your branch.

I/We hereby authorise the Bank to debit all types of commission / fees (Service Charges) payable by me / us and charged by SMC GLOBAL SECURITIES LTD. Through the ECS (Debit Clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me / us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

Signed at \_\_\_\_\_ (place), this \_\_\_\_\_ (day),

of \_\_\_\_\_ (month), \_\_\_\_\_ (Year)

Signature (51)  Name \_\_\_\_\_

Signature (11)  Name \_\_\_\_\_

Signature (11)  Name \_\_\_\_\_

**(A/c holder's Signature should be the same as in bank A/c. In case of joint account both the holder must sign the mandate form)**

# SMC GLOBAL SECURITIES LTD.

## DEPOSITORY DIVISION

### ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM

- 1. D.P. A/c. No.:
- 2. Name : .....
- .....
- .....
- 3. Bank Name : .....
- A) Branch Name : .....
- B) 9-Digit MICR Code \* :
- C) Account Type  S.B.A/c (Code 10)  Current A/c (Code 11)  
 Cash Credit (Code 13)
- D) Ledger No./ Folio No. \_\_\_\_\_ Account No. \_\_\_\_\_

\* Appearing on the MICR Cheque issued by the Bank (Please attach the Photocopy of a Cheque or a blank cancelled issued by your bank for verifying the accuracy of the Code Number)

I, hereby, declare that the particulars given are correct and complete. If the transaction is delayed or not hold the user responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

(52)  (12)  (12)   
Sign. of 1st applicant Sign. of 2nd applicant Sign. of 3rd applicant  
Date :

**BANK CERTIFICATION** (Not required if photocopy of the cheque is enclosed).

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_ Signature of the authorised bank official

### AUTHORISATION TO BANK FOR DEBITING THE ACCOUNT

The Branch Manager

.....  
.....

Dear Sir,

I/We \_\_\_\_\_ residing at

maintain a \_\_\_\_\_ Account No. \_\_\_\_\_  
with your branch.

I/We hereby authorise the Bank to debit all types of commission / fees (Service Charges) payable by me / us and charged by SMC GLOBAL SECURITIES LTD. Through the ECS (Debit Clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me / us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

Signed at \_\_\_\_\_ (place), this \_\_\_\_\_ (day),

of \_\_\_\_\_ (month), \_\_\_\_\_ (Year)

Signature (53)  Name \_\_\_\_\_

Signature (13)  Name \_\_\_\_\_

Signature (13)  Name \_\_\_\_\_

**(A/c holder's Signature should be the same as in bank A/c. In case of joint account both the holder must sign the mandate form)**



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MONEYWISE. BE WISE.





Moneywise. Be wise.

**Registered office:**

11/6B, Shanti Chamber,  
Pusa Road, New Delhi - 110005.  
Tel: +91-11-30111000,  
Fax: +91-11-25754365

[www.smcindiaonline.com](http://www.smcindiaonline.com)  
Toll-free 1800-11-0909  
SMS 'smc' to 54545  
E-mail [smc@smcindiaonline.com](mailto:smc@smcindiaonline.com)

**Delhi office:**

8B,9B & 17 Netaji Subhash Marg,  
Daryaganj, New Delhi - 110002.  
Tel: +91-11-30111333,  
Fax: +91-11-30126061

**Mumbai office:**

1st Floor, Dheeraj Sagar,  
Opp. Goregaon Sports Club,  
Link Road, Malad (W), Mumbai - 400064.  
Tel: +91-22-67341600,  
Fax: +91-22-28805606

**Kolkata office:**

18, Rabindra Sarani, 'Poddar Court',  
Gate No.4, 4th Floor, Kolkata - 700001.  
Tel: +91-33-39847000,  
Fax: +91-33-39847004