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## **BASANT SECURITIES PVT LTD**

#### **MEMBER:**

NATIONAL STOCK EXCHANGE OF INDIA LTD. (CASH - F&O)
NSE Capital Market CLG No.07693

SEBI SINGLE REGN. No. INZ000165832

# CLIENT REGISTRATION APPLICATION FORM

#### Registered office:

606, Unique Tower, Off S.V.Road, Goregaon West, Mumbai 400062
Tel No. 022-28783633
Email: contact@basantsecurities.com

#### **Corporate Office:**

605/606, Unique Tower, Off S.V.Road, Goregaon West, Mumbai 400062 Tel No. 022-28783633, 022-35681656 Email: contact@basantsecurities.com



#### **INDEX OF DOCUMENTS**

#### MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGE

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction / checklist.	3-8
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	9-10
2.	Right and Obligations	Document stating the Right & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional right & obligations in case of internet/wireless technology based trading)	11-15
3.	Risk disclosure Document (RDD)	Document detailing risk associated with dealing in the securities market.	16-19
4.	Guidance note	Document detailing do's and don'ts for trading on exchange for the education of the investors.	20-21
5.	Policies and procedures	Document describing significant policies and procedures of the stock broker.	22-24
6.	Tariff sheet	Document detailing the rate / amount of brokerage and other chargers levied on the client for trading on the stock exchange(s)	25

#### VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER

7.	Running Account Authorization	To maintain fund, securities on running account basis	26
8.	ECN Letter	This mandate in to authorization to issue contract note in digital mode. It provisions terms and conditions for the issuance of digital contract note.	27
9.	Disclosure Regarding Proprietary Trading	Proprietary Trading Disclosure Attached	28
10.	Letter for Operation Of account	This document is for smooth funding of account	29
11.	Declaration for Mobile No.	For SMS alert & other communication	30
12.	For NRI/FN	To be provided on letterhead to NRI/FN (If applicable )	31
13.	Declaration by HUF/Confirmation for HUF	To be provided on letterhead to HUF (If applicable )	32
14.	Declaration by Partnership firm	To be provided on letterhead to firm (If applicable )	33
15.	Format of Board Resolution	To be provided on letterhead to Corporate (If applicable )	34

DISCLOSURE IN TERMS OF SEBI CIRCULAR No.: SEBI /MRD/SE/CIR-42/2003 DATED NOVEMBER 19,2003

Basant Securities Pvt ltd Besides doing client based business also does its own investment and/or trading \*Proprietary Trading Disclosure noted\*

Name of stock broker /trading member /	/ BASANT SECURITIES PVT LTD
clearing member	
Single SEBI Registration No. and Date:	FOR NSE CASH:INZ000165832 Dated: 25-04-2018
3 3	FOR NSE F&O: INZ000165832 Dated: 25-04-2018
	NSE Member Code: 07693
	No Emerinder Gode, or or or
Domintown d Office :	606 Unique Tower Off C V Dood
Registered Office:	606, Unique Tower, Off S.V Road
Tal No.	Goregaon West, Mumbai-400062
Tel. No. :	022-28783633,28783634
Correspondence Office Address:	605/606, Unique Tower, Off S.V Road
	Goregaon West, Mumbai-400062
	Tel No. 022-35681656,
	Email Id: contact@basantsecurities.com
Compliance Manager / Officer Name:	GAURAV PRAMOD JALAN
Phone No.:	022-28783633/ 9820101250
EmailId :	Email Id: contact@basantsecurities.com
CEO Name:	PRAMOD KUMAR JALAN
Phone No.:	022-28783634
EmailId :	Email Id: basantsl@hotmail.com
Email Id: <a href="mailto:complaint.bsl@gmail.com">complaint.bsl@gmail.com</a> And In case not satisfied withour response	act BASANT SECURITIES PVT. LTD. At the above address OR d phone no.022-28783633. e, please contact the concerned exchange at 2-2659 8191 Email id: <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>
Client Signature:	
Stock Broker /Sub Broker Signature:	
Introducer Signature:	

### **INSTRUCTIONS FOR FILLING KYC FORM**

#### A. IMPORTANT POINTS:

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

#### B. EXEMPTIONS/CLARIFICATIONS TO PAN

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

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

#### C. LIST OF PEOPLE AUTHORIZED TO ATTEST THE DOCUMENTS:

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

# CHECK LIST FILLING KYC FORM (Please tick against documents provided)

#### A. PRO.OF OF IDENTITY (POI):- List of documents admissible as Proof of Identity

1
<ul> <li>Unique Identification Number (UID) (Aadhaar)</li> <li>Passport</li> <li>Voter ID card</li> <li>Driving license.</li> </ul>
PAN card with photograph.  Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc.to their Members; and Credit cards/Debit cards issued by Banks.
<ul> <li>B. PROOF OF ADDRESS (POA): - List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)</li> <li>1) Passport</li> <li>Voters Identity Card</li> </ul>
<ul> <li>Ration Card</li> <li>Registered Lease or Sale Agreement of Residence / Driving License / Flat Maintenance bill Insurance Copy.</li> <li>2) Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill (Not more than 3 months old).</li> <li>3) Bank Account Statement / Passbook (Not more than 3 months old).</li> <li>4) Self-declaration by High Court and Supreme Court judges, giving the new address in respect of</li> </ul>
their own accounts.  5) Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks / Scheduled Co-Operative Ban k/Multinational Foreign Banks / Gazetted Officer / Notary public / Elected representatives to the Legislative Assembly / Parliament / Documents issued by any Govt. or Statutory Authority.  6) Identity card/document with address, issued by any of the following: Central / State
Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
<ul> <li>7) For FII / sub account, Power of Attorney given by FII/sub-account to the Custodians [which are duly notarized and/or apostille or consularised) that gives the registered address should be taken.</li> <li>8) The proof of address in the name of the spouse.</li> <li>Copy of cancelled cheque leaf / pass book / bank statement specifying name of the</li> </ul>
constituent, MICR Code or land IFSC Code of the bank should be submitted.  D. Dem at master or recent holding statement issued by DP bearing name of the client.  E. Additional documents in case of trading in derivatives segment - illustrative list:  Copy of ITR Acknowledgement
<ul> <li>□ Copy of Annual Accounts</li> <li>□ In case of salary income - Salary Slip</li> <li>□ Copy of Form 16</li> <li>□ Net worth certificate</li> </ul>
<ul> <li>Copy of demat account holding statement</li> <li>Bank account statement for last 6 months</li> <li>Any other relevant documents substantiating ownership of assets.</li> <li>Self declaration with relevant supporting documents</li> </ul>

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

4.

#### For Individuals:

- Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
- b. In case of non-resident clients, employees at the stock broker's local office, overseas do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/Consulate General in the country where the client resides may be permitted.
- F. In case of Non-individual, additional documents to be obtained from non-individuals, over & above the POI & POA, are mentioned below:

Types of Entity	Documentary Requirements
Corporate	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time Director/MD (to be submitted every year).</li> <li>Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors In charge of day to day operations.</li> </ul>
	<ul> <li>Photograph, POI, POA, PAN of individual promoters holding control - either directly or Indirectly</li> <li>Copies of the Memorandum and Articles of Association and certificate of Incorporation.</li> <li>Copy of the Board Resolution for Investment in securities market.</li> <li>Authorized signatories list with specimen signatures.</li> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every)</li> </ul>
Partnership firm	year).  Certificate of registration (for registered partnership firms only).  Copy of partnership deed.  Authorized signatories list with specimen signatures.  Photograph, POI, POA, PAN of Partners.
Trust	<ul> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Certificate of registration (for registered trust only).</li> <li>Copy of Trust deed.</li> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees.</li> </ul>
HUF	<ul> <li>PAN of HUF.</li> <li>Deed of declaration of HUF/ List of coparceners.</li> <li>Bank pass-book/bank statement in the name of HUF.</li> <li>Photograph, POI, POA, PAN of Karta.</li> </ul>
Unincorporated association or a body of Individuals	<ul> <li>Proof of Existence/Constitution document.</li> <li>Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>Authorized signatories list with specimen 6lgnatures.</li> </ul>
Banks/ Institutional Investors	<ul> <li>Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>Authorized signatories list with specimen signature.</li> </ul>
Institutional I investors (FII)	<ul> <li>Copy of SEBI registration certificate.</li> <li>Authorized signatories List with specimen signatures.</li> <li>Self-certification on letterhead.</li> </ul>
Army/Gover mment Bodie	<ul> <li>Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul> <li>Copy of Registration Certificate under Societies Registration Act.         List of Managing Committee members.         Committee resolution for persons authorized to act as authorized signatories with specimen signatures.         True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.     </li> </ul>

#### For Non-Individuals:

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

# A. IDENTITY DETAIL

#### BASANT SECURITIES PVT LTD Application No

KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR INDIVIDUALS (Please fill this form in ENGLISH and in BLOCK LETTERS)

Please affix your recent passport size photograph and sign across it

Seal/Stamp of the intermediary

1. Name of the A 2. Father's/ Spou 3. a. Geno c. Date	useName: der: Male/	Female	b. Marital stat		arried	anusig	nacrossii
b. Stat		ndividual / Non Res Number (UID)/ Aadha	J				
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(Self-Atteste	ed) Self Certified	Document copies re	ceived	True copies o	of documents re	eceived (Original	s verified)
IPV Details	Signature	Inpersonverific	ation done by	Relationship v	with the Interme	diary / Designation	Date of IPV

Name of the Intermediary

BASANT SECURITIES PVT LTD

Signature of the Authorized Signatory

Date



# Application No.\_\_\_\_\_\_ KNOW YOUR CLIENT (KYC) APPLICATION FORM - FOR NON INDIVIDUALS (Please fill this form in ENGLISH and in BLOCK LETTERS)

A. IDENTITY  1. Name of the  2 Date of income	DETAILS Applicant: rporation		T		
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B. ADDICESS		orrespondence	address ( r	Permanent Address m correspondence address OR Ov mandatory) for Non-Resident Applicar	
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IPV Details	Signature	In person verification do	ne by Relationsh	hip with the Intermediary / Designation	Date of IPV
	<u> </u>	l	I		1

BASANT SECURITIES PVT LTD.

Signature of the Authorized Signatory Date

Name of the Intermediary

Seal/Stamp of the intermediary

# DETAILS OF PROMOTERS / PARTNERS / KARTA / TRUSTEES / WHOLE TIME DIRECTORS

Name		
Designation		
DIN		
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PEP / Related to a PEP		Photograph
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### For Individuals &Non-Individuals $\underline{\text{Annexure-3}} \ \, \text{TRADING ACCOUNT} \ \, \text{RELATED DETAILS}$

	BANK ACCOUNT(S) DETAILS										
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**MANDATORY** 

#### Annexure - 4

#### RIGHTS AND OBLIGATIONS OF STOCK BROKERS. SUB-BROKERS AND CLIENTS

as prescribed by SEBI and Stock Exchanges

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

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

#### TRANSACTIONS AND SETTLEMENTS

13 The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

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

#### **BROKERAGE**

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

#### LIQUIDATION AND CLOSE OUT OF POSITION

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

#### **DISPUTE RESOLUTION**

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

26The client / stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

#### TERMINATION OF RELATIONSHIP

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

#### ADDITIONAL RIGHTS AND OBLIGATIONS

- 30 The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33 The stock broker shall make payout of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34 The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35 The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance / due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

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

#### LAW AND JURISDICTION

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

48 If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

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

#### Annexure -5

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

This document contains important information on trading in Equities/Derivatives Segments of the stock ex- changes. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges. Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk. You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources / limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges / its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by S6BI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time. Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same. In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following: -

#### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities

/ Derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### 1.2 Risk of Lower Liquidity:

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

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

#### 1.3 Risk of Wider Spreads:

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

#### 1.4 Risk-reducing orders:

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

- 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.
- 1.4.2 A "limit" order will be executed only at the "Limit' price specified for the order or a better price. How- ever, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### 1.5 Risk of News Announcements:

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

#### 1.6 Risk of Rumors:

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

#### 1.7 System Risk:

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

1.7.1During 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 sellside, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

#### 1.8 System / NetworkCongestion:

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

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

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

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivativ.es trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial re-sources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

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

#### 2.2Currency 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.

#### 2.3Risk 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 b cover the cost of option, the investor may lose all or a significant part of his investment in the option.
- 2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

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

If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount. 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. 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 re- wards of combination transactions under various market circumstances.

#### ${\tt 3.}\ TRADING THROUGHWIRE LESS TECHNOLOGY IS MARTORDER, ROUTING OR ANY OTHER TECHNOLOGY:$

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

#### 4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

#### <u>GUIDANCE NOTE-DO's AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS</u>

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

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

#### TRANSACTIONS AND SETTLEMENTS

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

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

#### IN CASE OF TERMINATIONOF TRADING MEMBERSHIP

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

#### DISPUTES /COMPLAINTS

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

#### MANDATORY

#### POLICIES & PROCEDURES

This documentoutlines various policies and Procedures followed by BASANT SECURITIES PVT.LTD. (hereinafter called as BSPL with respect of dealing of clients as stock broker of national Stock Exchange of India (NSE)

The policies and procedure stated here in below are subject to changes from time to time at sole description of BASANT SECURITIES PVT.LTD depending upon regulatory changes, its risk Management framework, other market conditions etc.

#### A. Setting up the client's exposure limits:

- Client's exposure limit is set and determined by the risk management department after considering the regulatory requirement, client profile, internal risk management policy, market condition etc. The exposure limit will be set on case to case basis. There limits may be set exchange wise, segment wise script wise.
- The exposure will be considered and calculated on basis sum of free credit balance of client in the Books, Margin in form of funds, securities, etc of clients available with BSPL and value of securities held in Client beneficiary account
- The exposure limits to the client will be provided based on margin maintained with BSPL informs of funds/securities (if any) provided by client etc.
- ❖ In case of cash segment BSPL may at its sole Discretion to allow exposure limits to client without any credit balance and/or margin.
- ❖ The choice of securities to be considered as margin shall be determined by BSPL from time to time and client will have to abide by same. "While granting the exposure limit, margin in form of securities will be valued as per applicable VAR Rates of T-1 day provided by NSE/BSE.
- ❖ The BSPL reserves the right to withdraw exposure limit of any client at any point of time. The client cannot raise any concern/dispute for the same.

#### B. Refusal of order for penny Stock and /or illiquid Stocks/Contracts/Option

- Following may be considered as penny Stock and/illiquid Stock/Contracts/option by BSPL depending upon circumstances: Script whose average daily volume is last month is less them 2000 Shares. Illiquid optioned/contracts very for month optioned/contracts very long dated options/contracts. List of illiquid scrip appearing on the exchanges web-site from time to time which shall be intimated to Clients
- The above list is just indicative list and is subject to changes from time to time which shall be intimated to clients
- SPL does not deal in securities which are in physical form.
- Trading in above securities may or may not be allowed to client at sole discretion of BSPL from time to time.

  BSPL may restrict the quantity of such shares if client is allowed to buy /sell. BSPL may insist upon 100% advance pay-in of funds /securities before allowing the trades in market to client.

# C. Imposition of penalty delayed payment charges by either party, specifying the rates and the period

- ❖ It is responsibility of Client to ensure that required Margin (including initial margin, MTM, and /or any other types of margin), outstanding of settlement obligation, any dues payable to BSPL /Exchanges are paid within time stipulated by Exchanges or BSPL.
- If any penalty is due and arising on account of dealing of any client said penalty may be recovered from respective client.
- In the event if clients default in meeting above stipulated obligations and/or Maintains debit balance in Ledger, BSPL at its sole discretion may charge delayed payment charges at specific 18% per annum of DPC to be charged by BSPL.
- No interest or charges will be paid by BSPL to any client in respect of retention for funds of securities toward meeting future settlement obligation and in respect of running account authorization.

# <u>D.</u> <u>Right to sell clients securities or close clients positions without giving notice to the client on accounts of non-payment of clients dues.</u>

It is client's responsibility to furnish adequate margin in stipulated time frame as specified by BSPL. From time to time. Client shall fulfill all his / her / its settlement obligations and / or any other trade related liabilities, etc.

- ❖ BSPL shall be entitled / have right to close out, liquidate all or any of the clients open / outstanding position, Sell clients securities both unpaid as well as collaterals deposited towards margin at any point of time to recover its right full dues without giving notice to client where there is a delay/ failure of the client to meet the pay-in obligations or any other trade related liability.
- In the event like market is falling beyond any rationale.
- If market price of securities, lying in margin or brought by the client for which payment is not made is falling or are anticipated to fall or circumstances arise where is sole opinion of BSPL for minimize the loss or financial damage is to sell off shares.
- Any and all losses and financial charges on account of such liquidation / closeout / sell shall be charged to and borne by the client.

#### E. Shortage in Obligation arising out of Internal netting of Trades:

- The current procedure is, if client fails to give delivery of the securities sold then it is advised to client that securities may be purchased in market
- In case of any auction take place that client who has failed to give deliver of securities sold will be debited for any auction charges thereof.

#### F. Applicable Brokerage Rate:

- The Brokerage rate will be as per the terms agreed with the client at the time of registration.
- The Brokerage rate may vary infuture as agreed between client and BSPL, in writing

The brokerage will be exclusive of following

**GST** 

SEBI/Exchange/Clearing Corporation (if any)

**Stamp Duty** 

Statutory charges payable to Exchange / SEBI / Govt. Authorities

Account opening charges, DP Charges, Other out of pocket and service related charges

(Note: The maximum brokerage shall not exceed that as mentioned by SEBI/Exchange in writing)

#### G. Temporarily suspending or closing a clients account at the client request:

- On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period of such suspension, the client shares / ledger balance settlement can take place.
- The Client account shall be suspended if it remains dormant for a period of 6 months or such other period as may be decided by the Stock broker from time to time
- On the request of the client in writing, the client account can be closed provided the client account is settled. If the client want to reopen the account, in that case client has to again complete the KYC requirement.
- The Stock broker may, if so desired, offer the facility of suspension, reactivation or closure through the designated email Id of the client or through secured login instead of a written request.

#### H. Deregistration a Client

- Without prejudice to BSPL's rights and remedies available under the mandatory and Voluntary client registration documents, BSPL at its sole and absolute discretion, de-register the client with / without prior notice / intimation
- ❖ Before deregistering the client BSPL shall have right to settle any trade related dues / debit balance in the clients account by selling the securities lying in the margin account and/or beneficiary account of the client
- ❖ Following are some of the circumstances where by BSPL may consider re-registering the client.
  - 1. Where the client indulges in any irregular trading activities like price manipulation, synchronized trading, trading in securities at prices significantly away from market prices, etc:
  - 2. Any enquiry / investigation / regulatory action taken / initiated by exchange / regulators against the client.
  - 3. Any clients name appearing in list of debarred entities published by SEBI / Exchanges / UN.
  - 4. Where client is non-traceable or information pertaining to his/her death has been received by BSPL.
  - 5. The client having suspicious background or links to suspicious organizations.
  - 6. Any other circumstances leading to breach of confidence in the client or any such other circumstances which in the sole discretion of BSPL warrants for deregistration of particular client.
  - 7. On death / insolvency of the client.

#### I. Policy for inactive clients.

- Any client who has not traded in any segment of any exchange with BSPL for last one year may be termed as dormant / inactive client.
- The One year may be calculated from beginning of every financial year or such other period as may be decided by BSPL.
- The Trading account of such client will be tagged/red-marked as dormant/inactive client and trading in such code may be deactivated or suspended temporarily.
- Client may send written request to reactive Trading Account with all the requisite Information/evidence as may be specified by BSPL.

# <u>J.</u> Condition under which the client may not be allowed to take further position or may close the existing position of the clients' position:

- Following illustrative list of circumstances in which BSPL may not allow the clients to take further position or may close the existing position of the client.
  - 1. Failure to provide sufficient / adequate margin(s) and / or insufficient / inadequate credit balance in clients trading account.
  - 2. If client fails to deposit margin / additional margin beyond stipulated time frame prescribed by exchange / BSPL, to maintain the requisite margin in approved securities only, from time to time.
  - 3. If client has breached the client wise limit set.
  - 4. Settlement obligations are not paid by client within stipulated time period prescribed by Exchange / BSPL.
  - 5. Any ban imposed on the client by the regulatory authorities.
  - 6. Client suspected to be indulging in money laundering activities.
  - 7. Any clients name is appearing in list of debarred entities published by SEBI / Exchanges.
  - 8. In the event of clients death or insolvency.
  - 9. Depending upon market circumstances if BSPL is of view that the positions of the client are at risk then BSPL may close existing positions without waiting for pay-in schedule of exchanges.
- The above stated list is just indicative in nature and any other circumstances or instances may be added or subtracted from the list at sole discretion of BSPL with due notice in writing to clients.

BSPL will not be responsible for any opportunity loss or financial loss to the client in the event any action taken by it under this policy.

MANDATORY

#### **TARIFF SHEET**

CASH SEGMENT					
	TRADING		DELIVERY		
	Minimum Rs.	Per	Percent		Per cent
		1 <sup>st</sup> Side	2 <sup>nd</sup> Side		
General Rates					
Special Rates					

	EQUITY FUTURES				
	TRADING			ANY DAY	
	Minimum Rs.	Per	Per cent		Percent 2 <sup>nd</sup>
		1stSide	2 <sup>nd</sup> Side		Side
General Rates					
Special Rates					

EQUITY OPTION					
	TRADING			ANY DAY	
	Minimum Rs.	Per cent		Minimum Rs.	Percent 2 <sup>nd</sup>
		1stSide	2 <sup>nd</sup> Side		Side
General Rates					
Special Rates					

<sup>\*</sup> The General rates as mentioned here shall be applied unless the special rates as may be agreed by the sub-broker / Authorized Person / introducer and client and the same are mentioned here. The above given brokerage will be exclusive of the following charges.

(The Maximum Brokerage shall not exceed that which to specified by the exchange /SEBI )

	NSE CASH	NSE F & O
Transaction Charges	Actual	Actual
Sq. Stamp Duty	Actual	Actual
Del. StampDuty	Actual	Actual
STT	Actual	Actual
SEBI Fees	Actual	Actual
GST Tax	Actual	Actual

_	$\sim$	$D \land C \land V \mid T$	. כבכווסו	TIFS PV	T 1 TN
т.	UK	RANANI	>F( IIRI		1 1 117

**Authorized Signatory** 

X Client Signature	
Client Signature	

#### **RUNNING ACCOUNT AUTHORISATION FOR ALL EXCHANGES**

	om, ,
	, ,
	te : <u>/ /</u>
	, Ve have opened the client account with you for trading / dealing in securities on National Stock change of India Limited (NSE).
	espect of my / our dealing account with you, I / We hereby request / instruct and authorize <b>BSPL</b> to do e following:
1.	To Maintain running account instead of Settlement of my / our dues and / or delivery of securities on a Bill to Bill basis.
	To retain the securities received by <b>BSPL</b> from me / us or on my / our behalf from the Exchange(s) on pay-out or otherwise for my / our debit balance / dues / exposure / trading limits / open interest /various margin or for any other purpose as and when required by <b>BSPL</b> or as per any regulations of the Exchange(s). Such retaining / holding of securities shall be construed as Due compliance of the requirement of the Exchange(s) and SEBI.  Further, <b>BSPL</b> has the discretion and authority
	to use / transfer the above securities to the clearing corporation / clearing member / exchange(s) for
, ,	the purpose of Pay in / early pay in / margin.  To disclose / sell the above securities to the clearing corporation / clearing member / exchange(s) for the purpose of Pay in / early pay in / margin.  To disclose / sell the above securities to meet any trade related dues / obligation(s) not fulfilled by me / us towards BSPL / the exchange (s).
4.	To use / adjust the credit balance available from time to time in my / our Account for my / our exposure / trading limits / Margin requirements / other trade related dues.
	To debit / credit / transfer the amounts, either on the same Exchange and / or between the various segment of the same exchange and / or between the Exchanges to meet my / our debit balance and / or exposure / margin requirement or other dues payable to BSPL / Exchange(s).
6. 7.	To do actual settlement of funds and securities Monthly Quarterly (Choose on Option)  To retain the requisite funds / securities towards any outstanding obligations on the settlement date and also retain the funds / securities for margin obligation in such manner and for such period and for such amount as may be prescribed by Exchange from time to time.
8.	To bring any dispute arising from the settlement of account or statement so made to the notice of <b>BSPL</b> within 7 working days from the date of receipt of funds / securities or statement as the case may be.
9.	I / We may revoke the authorization at any time giving in writing to BSPL.
10.	The authorization shall be signed by me / us only and not by any power of attorney holder.
You	urs Faithfully,
Sig	nature of Client:
Naı	me of Client :

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

	ECN AUTHORIZATION
	From:
To, Dear Si	Date:
	landate to issue contract notes in digital format & other communications (such as Daily Margin Statement, ent of Fund & Securities, Account Confirmation, Bills, Notices etc.) Through an E-Mail.
terms (	ereby agree consent to accept the contract notes for transactions carried on by us/me on NSE with you, in of the agreement entered into between us/me, in digital form. Digital contracts issued by you as per terms additions specified herein shall be binding on me/us. The mandate is subject to terms and conditions mentioned
Terms 1.	and conditions for issuance of contract notes in digital form between us:- DigitalContractNotesintheformatasmaybeprescribedbytheExchangeformtimetotimewillbemailedto me/us on the E-Mail address provided to you. You can also send me/us my/our margin statement in digital form with contract notes.
5. 6. 7. 8. 9. 10. Ot bill You Cou	I/We undertake to check 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 a reason for disputing the contract note at any time.  In case of any failure in system or errors in digital contract notes, contract notes, contract notes will be issued in physical form, which shall be binding on the client.  Discrepancies, if any, should be sent on E-Mail:-contact@basantsecurities.com  Client can view the digital contract notes using the username & password through the web-site apart from the contract notes sent to the client through mail.  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.  The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchange from time to time  It will be client's responsibility to regularly check the mailbox and keeping the storage space for new email messages.  Any changes in the terms and condition shall be intimated form time to time.  Non-receipt of bounced mail notification by the trading member shall amount to delivery of contract note at the e-mail ID if the client.  Any change in the E-Mail ID shall be communication by us/me through a physical letter.  Here communication (such as Daily Margin Statement, Statement of Fund & Securities, Account Confirmation, Notices etc.)  I can send me various documents like Daily margin statement, statement of fund & securities, Account offirmations, bill, notices etc. through an E-Mail ID mentioned in this letter.
-	rE-MailID:-
My/Ou	Alternative E-Mail ID: -
Yours	Faithfully

Signature of Client: -

Client Code: (Customer ID)



#### **BASANT SECURITIES PVT LTD**

Share & Stock Broker (Member: National Stock Exchange Ltd) 605/606, Unique Tower, Off .S.V Road, Goregaon (West) Mumbai 400 062, Tel.:022-28783633 / 28783634

Dear Clients,

#### Sub: Disclosure Regarding Proprietary Trading

In pursuance of SEBI Circular No.: SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003 with a view to increase the transparency in the dealing between the trading member and their clients, all trading members are required to disclose to his clients, whether they do client based business or proprietary trading as well.

Accordingly, we inform you that we are doing client based business as well as proprietary trading in our office for share trading activities.

Yours Faithfully, FOR BASANT SECURITIES PVT. LTD.

FOR BASANT SECURITIES I	PVT. LTD.		
DIRECTOR / AUTHORISED SIGNATORY			
	CLIENT CONFIRMATION LETTER		
I / We,	self/ Karta/ Proprietor / Partner/ Director of		
	having Client codewith M/s Basant		
Securities Pvt. Ltd., acknowledg	ge the receipt of the above. (Mandatory and voluntary		
client registration documents.)			
CLIENT'S SIGN:			
CLIENTS NAME :			
DATE:			
PLACE:			
	28.		

VOLUNTARY

#### LETTER FOR OPERATION OF ACCOUNT

To, BASANT SECURITIES PVT LTD 606, Unique Tower Off S.V Road Goregaon West Mumbai 400 062.

Dear Sir,

Sub: Our dealing on the Capital Market Segment / Future & Option Segment / of the NSE

With reference to the captioned subject I/We request you to kindly note the following points for smooth conduct of business operations:

- 1. You are requested to kindly note that the orders placed / modified /cancelled by me should NOT be noted in order book, as that is a time consuming affair and may lead to loss due to non-execution of the orders in time due to formalities involved.
- 2. I hereby authorize you to accept verbal instructions for placement / modification /cancellation of orders and I expressly agree that once the trade confirmation is sent by you and /or contact notes is accepted by me
- 3. You are free to adjust Debits/credits in between of my accounts NSE(CM and F&O), any other account maintained by me in any name or form with yourselves
- 4. I/We authorize you to issue me /us weekly bill for transactions in F&O Segment of NSE/BSE.
- 5. I/We shall not indulge in any sub-broking activities nor issue bill /contract/confirmation notes/ to anyone else for the trades done on the NSE.
- 6. All fines/penalties and charges levied on you due to my transactions/deeds/auctions may be recovered by you from my accounts.
- 7. Initial Margin is to be paid up front. **BASANT SECURITIES PVT. LTD.** can transfer balances between initial margin and mark to market margin.

Thanking You Yours faithfully,	
Signature:	Date :
Name ofClient:	Place:

### **DECLARATION FOR MOBILE NO.**

VOLUNTARY

TO, BASANT SECURITIES P\ 606 ,UNIQUE TOWER Off. S.V.Road GOREGAON WEST MUMBAI 400062,	/T LTD	
Dear Sir,		
I ha my	aving PANNo	_do hereby declare that
	Further, / Iauthorize_ d for giving me any information / alte ng to	
MYSELF/ MY SP DEPENDENT	OUSE/ MY DEPENDENT PARENTS	/ MY
CHILDREN		
I further declare the	above mentioned statement is true ar	nd correct.
Thanki <b>n</b> g You		
Yours Faithfully,		
Signature of the Client:	X	
Name of the Client :	<u>x</u>	
Client Code :	X	

### FOR NRI/FN

Name:	
Address:	
_	
_	
	TO WHOMSOEVER IT MAY CONCERN
from time to	to abide by all necessary rules and regulations introduces or amended time by all <sup>statutory</sup> government bodies in India, and guidelines as the ReserveBankofIndiaunder Act the Foreign Exchange Management
Exchange/s, a	ocess of opening my /our accounts with the Indian Bank/s, member of Indian Stock and Depository Participants, I/we have complied with the current laws and will o so as required for the proper maintenance of the aforesaid a counts.
inform all cor	sanychangeinmy/ourstatusfromResidentorviceversa,I/weshall ncerned agencies of the same and will abide by the procedures and for the transition.
Signature:	X
Name :	
Code :	

#### **HUF DECLARATION**

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

Sr No.	Name of Family Members	Sex	Relations	Date of Birth

I hereby also declare that the particulars given by me as stated above are True to the best of my knowledge as on date for making this Application to open Account.

I agree that any false/ misleading information give by me or suppression of any material information will render my said account liable for termination and further Action. Further, I agree that I will immediately intimate any deaths/or birth/s in family as it changes the constitution of the HUF.

Thanking You	
Yours faithfully,	

X Karta (Affix stamp of HUF)
------------------------------

#### **CONFIRMATION OF HUF**

I /we the co parceners of	H.U.F,do hereby confirm that
we have no objection to	who is the Karta of the aforesaid H.U.F
to issue standing instruction by mea	ans of Authorization letter to BASANT SECURITIES PVT LTD

We understand that Authorized letter issued to Basant Securities PVT.LTD. Is for the explicit purpose of delivery of shares sold by the Karta on behalf of the H.U.F

Beneficiary Account No.\_\_\_\_\_

Name of Co-parceners	Signature	
1.		
2.		
3.		
4.		
5.		
6.		

FORMAT

## Declaration to be Given by partnership on Letter Head of the firm

Date:	
To, BASANT SECURITIES PVT LTD 606, Unique Tower Off S.V Road Goregaon West Mumbai-400062	
Dear Sir,	
	being opened with you in the and authorize you as under.
We recognize that a beneficiary account canno the name of a partnership firm as per Regulation trading account with you and for the purpose obligations pursuant to the trading operation beneficiary account No. with deposite the names of partner of the firm.	ons. To facilitate the operation of the above of completing the securities transfer ns, we authorize you to recognize the
We hereby authorize partne Such documents, agreements, deeds, etc. as an and engage in business with BASANT SECURITI selling of securities, sell, purchase, transfer, endor necessary to engage in business on behalf of adjustment of balances in family account.	ny be necessary to enter into the agreements ES PVT LTD . and to place order for buying and rse, negotiate and do other things that may be
Name of Partners ( in Block Letters)	Signature

### FORMAT OF BOARD RESOLUTION

#### ON LETTER HEAD OF COMPANY

	TRUE COPY OF THE RESOLUTION PASSED AT _AT THEIR MEETI	
(CM & FO)	THAT the company open a trading accoun  FURTHER THAT the Company do place  S PVT.LTD.	
, ,	and selling index /stock based futures and opt Stock Exchange of India Limited (NSE) and car	
	<b>FURTHER THAT</b> anyone of the following Direction men signature are here under.	ctors/Executives/Officers of the Company,
No.	Name of Authorized Person	Specimen Signature
1.		
2.		
3.		
4.		
<ol> <li>Sign othe</li> <li>Take</li> </ol>	hereby authorized severally to , execute and deliver orders, Instruction Letters or documents as may considered necessary form time e all such action and do all such things, as a edient for giving effect to the above resolution f	ne to for the aforesaid purpose, and may be deemed prudent, necessary and
freshresolu	FURTHER THAT the above resolution shall remain tion cancelling or a amending the same is passed to BASANT SECURITIES PVT LTD.	
CERTIFIED T	TRUE COPY	
X		
DIRECTOR		

### Confirmation of Receipt of executed documents.

Client Name:
Client Code:
Dear Sir,
I/We hereby acknowledge the receipt of dully executed copy of, all the documents in Acknowledgement copy.
<ol> <li>Receipt of copy of all the mandatory and voluntary client registration documents executed by me /us with you.</li> </ol>
2. Receipt of "Document dealing with policies and procedures.
3. Receipt of literature for PMLA requirements
4. Copy of Investor's Right & Obligation Document, Risk Disclosure Document, Guidance Notes and Various Policies.
5. Copy of Risk Management Policy.
Is tate that I have read and understood all above documents and these documents are acceptable by me .
Signature of Client:
Client Name :
Client Code :

