UCC	
Reference No.	

## MANDATORY & NON MANDATORY DOCUMENTS BOOKLET



## INDEX

Sr. No.	Particulars	Significance	Page No.		
	MANDATORY AND VOLUNTARY DOCUMENTS				
1	Instructions for Demat Account	General idea regarding Demat Account opening and CDSL/NSDL dos & don'ts	1		
2	Instructions for Trading Account	General idea regarding Trading Account opening	3		
3	Details & Checklist for Trading and Demat Account	To provide general idea to the client and identify the status and proof of identity and address of the client	4		
4	Most Important Terms and Conditions (MITC)	Document describing the critical aspects of the broker- client relationship	7		
5	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges.	8		
6	Internet & Wireless Technology based Trading facility	Internet & Wireless Technology based Trading facility provided by Stock Brokers to Clients	12		
7	Risk Disclosure Documents (RDD)	Document prescribed by SEBI and Stock exchanges detailing risks associated with dealing in the securities market.	13		
8	Proprietary Trade Declaration	Document prescribed by SEBI regarding of Disclosure of proprietary trading by broker to client	17		
9	Guidance Note	Do's and Don'ts for trading on Stock exchanges, for the education of the investors	18		
10	Policies and Procedures	Document describing significant policies and procedures of the Stock Broker	20		
11	Anti-Money Laundering Awareness	Information on Anti Money Laundering for educating Clients	22		
12	Voluntary Clauses	Contains enabling clauses to provide services customized to suit Client's needs and improve service delivery	24		
13	SMS Alert Facility (CDSL)	Terms and Conditions for receiving SMS Alert from CDSL	29		
14	SMS Alert Facility (NSDL)	Terms and Conditions for receiving E-Statement & SMS Alert from NSDL	32		
15	Transaction using Secured Texting (TRUST) Facility	Terms and Conditions for availing Transation using Secured Texting (TRUST) service offered by CDSL	35		
16	Rights and Obligations of Beneficial Owner and Depository Participant	Contains rights and obligations of the Client and Depository Participant as prescribed by SEBI and Depositories	37		
17 (a)	Investor Charter-Stock Broker	Guidance notes for Clients prescribed by SEBI and Stock Exchanges	40		
17 (b)	Investor Charter – NSDL	Guidance notes for Clients prescribed by SEBI and Depositories	44		
17 (c)	Investor Charter – CDSL	Guidance notes for Clients prescribed by SEBI and Depositories	47		
18	Mandatory and Non-Mandatory Document Booklet and Declaration	Declaration for opening Trading and Demat Account	50		



## INSTRUCTIONS FOR DEMAT ACCOUNT

#### INSTRUCTIONS TO THE APPLICANTS (BOS) FOR ACCOUNT OPENING:

- 1. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a magistrate or a notary public or a special executive magistrate/special executive officer under his/her official seal.
- 2. Signatures should be preferably, in black ink.
- 3. Details of the names, address, telephone number(s), etc., of the magistrate / notary public / special executive magistrate / special executive officer are to be provided in case of attestation done by them.
- 4. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
- 5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
- 6. All correspondence/queries shall be addressed to the first / sole applicant.
- 7. Strike off whichever option, in the account opening form, is not applicable.

#### DOS AND DON'T S

#### Dos

- 1. Register for internet based facility at 'easi' for CDSL and 'IDeAS' for NSDL, to monitor your demat account yourself. Contact your DP for details.
- 2. Register for CDSL's SMS Alert facility (SMART) and NSDL's SMS Alert facility to obtain alerts for any debits or credits due to a corporate action, in your demat account.
- 3. Accept the DIS book from your DP only if each slip has been pre-printed with a serial number along with your demat account number and keep it in safe custody.
- 4. Always mention the details like ISIN, number of securities accurately. In case of any queries, please contact your DP or broker.
- 5. Ensure that all demat account holder(s) sign on the DIS.
- 6. Please strike out any blank space on the slip.
- 7. Cancellations or corrections on the DIS should be initialed or signed by all the account holder(s).
- 8. Submit the DIS ahead of the delivery date for all types of market transactions. DIS can be issued with a future execution date.
- 9. Intimate any change of address or change in bank account details to your DP immediately.
- 10. Check the investor service record of the issuer company with your DP before deciding to send certificates for demat. The list of companies whose demat request are pending is published by CDSL at www.cdslindia.com and by NSDL at https://nsdl.co.in/list-comp.php.
- 11. Before sending securities for demat, record the distinctive numbers of the securities sent.
- 12. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.
- 13. POA/DDPI are not mandatory for opening a demat account.
- 14. The demat account has a nomination facility and it is advisable to appoint a nominee, in case of sole account holders.
- 15. Ensure that, both, your holding and transaction statements are received periodically as instructed to your DP. You are entitled to receive a transaction statement every month, if you have any transactions, and once a quarter, if there have been no transactions in your account.
- 16. Check your demat account statement on receipt. In case you notice any unauthorized debits or credits, contact your DP for clarification. If not resolved, you may contact the below mentioned Depositories:
  - CDSL Investor Grievance Dept., Central Depository Services (India) Ltd., Marathon Futurex, A Wing, 25th floor, Mafatlal Mills Compound N M Joshi Marg, Lower Parel (E) Mumbai 400013, Phone :022 2305-8658 email- complaints@cdslindia.com
  - NSDL's Investor Relationship Cell, National Securities Depository Limited, Trade World, A Wing, 4th floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013. Board Tel: (022) 2499 4200, Toll free (Investor Helpline): 1800 1020 990 / 1800 224 430, Fax: (022) 2497 6351, Email: relations@nsdl.com or click here https://investor.nsdl.com/portal/en/home to submit Complaint / Query online.



## **INSTRUCTIONS FOR DEMAT ACCOUNT**

#### Don'ts

1. Do not leave your instruction slip book with anyone else.

2. Do not sign blank DIS as it is equivalent to a bearer cheque.

3. Avoid over-writing, cancellations, misspellings, changing of the name and quantity of securities.

We request you to meticulously follow the above instructions, to avoid any problems in operation of your demat account.



## INSTRUCTIONS FOR TRADING ACCOUNT

#### A) IMPORTANT POINTS :

- 1. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification.
- 2. If any proof of identity or address is in a foreign language, then translation into English is required.
- 3. Name & address of the applicant mentioned on the C-KYC form, should match with the documentary proof submitted.
- 4. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
- 5. Sole proprietor must make the application in his individual name & capacity.
- 6. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 7. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 8. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the Schol Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- 9. 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.
- 10. Demat master or recent holding statement issued by DP bearing name of the client.
- 11. 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.
- 12. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
- 13. In case of any suspicious activity found by the client in the Trading account, a voluntary request to freeze/block the online access to your trading account can be made using Chatbot available in the NJ E-Wealth account or send an email to stoptrade@njgroup.in from your registered email address. Further, the request to re-enable the online access of the trading account can be made by sending an email to starttrade@njgroup.in stating E-wealth (Trading) account details (i.e UCC, PAN and Name) from the client's registered email ID, and the same will be processed promptly and within a reasonable time. For more information, please visit at https://www.njwealth.in/ under 'Voluntary freezing of Trading account'



## **DETAILS & CHECKLIST**

#### NJ INDIA INVEST PRIVATE LIMITED

Registered & Correspondence Office Address : Block No.901 & 902, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat Phone: 0261 402 5500 Fax: 0261 402 5880 SEBI Reg No - BSE, NSE & ICEX: INZ000213137, SEBI Reg No - CDSL & NSDL: IN-DP-14-2015

Email id: dpservices@njgroup.in, grievance@njgroup.in Website: www.njgroup.in

Compliance officer
Phone no.
E-mail id.

: Mrs. Varsha P Doctor : 0261-4025901

: complianceofficer@njgroup.in

CEO : Misbah Y. Baxamusa Phone no. : 0261-4025901 E-mail id. : ceo@njgroup.in

For any grievance/dispute please contact NJ IndiaInvest Private Limited at Block No.901 & 902, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394 210, Gujarat or email id dpservices@njgroup.in and Phone no.: 0261-4025500.

In case not satisfied with the response, please contact the concerned exchange(s) and/or Depositories CDSL at complaints@cdslindia.com and Phone no. 022-22723333

NSDL at relations@nsdl.com and Phone no. 022-24994200

BSE at is@bseindia.com and Phone no.: 022-22728097

NSE at ignse@nse.co.in and Phone no.: 022-26598190

You can also file a complaint on SCORES - Easy & quick

- a) Register on SCORES portal
- b) Mandatory details for filing complaints on SCORES
  - i. Name, PAN, Address, Mobile Number, E-mail ID

c) Benefits:

- i. Effective Communication
- ii. Speedy redressal of the grievances

Note: You can file complaints on SCORES through https://scores.sebi.gov.in

Sr. No	Documents Required for opening of an account
(A)	INDIVIDUALS:
1	Proof of Identity and Address: (Any one)
	Passport
	Driving licence
	Proof of possession of Aadhaar number
	Voter's Identity Card issued by Election Commission of India
	Job card issued by NREGA duly signed by an officer of the State Government
	Letter issued by the National Population Register containing details of name address
	any other document as notified by the Central Government in consultation with the Regulator
2.	In case of Non -residents, following shall be additional requirements: (Any one)
	Persons of Indian Origin (PIO) Card
	Overseas Citizenship of India (OCI) Card
	Overseas address proof*
3.	In case of Minor:(Any one)
	Photocopy of the School Leaving Certificate
	Mark sheet issued by Higher Secondary Board
	Passport of Minor
	Birth Certificate

## **DETAILS & CHECKLIST**

Sr. No	Documents Required for opening of an account
4.	In case of Merchant Navy NRI's: (Seafarer)
	Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate)
5.	Bank Details Proof: (Specifying name of the constituent)- Any one
	Cancelled Cheque
	Bank Statement
	Bank Passbook
	Bank Verification Letter on letter head of the bank
(B)	NON-INDIVIDUALS
1	In case of Corporate Body:
	Certificate of incorporation.
	Memorandum and Articles of Association.
	Board Resolution for investment in securities market
	Power of Attorney granted to its managers, officers or employees, as the case may be,
	to transact on its behalf.
	Authorised signatories list with specimen signatures.
	Copy of the balance sheet for the last financial year (initially for the last two financial years and
	subsequently for every last financial year).
	Latest share holding pattern including list of all those holding control, either directly or indirectly,
	in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/whole
	time director/ MD (to be submitted every year).
	Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
	Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
2	In case of Partnership Firm:
	Certificate of registration (for registered partnership firms only).
	Copy of partnership deed.
	Copy of the balance sheet for the last financial year (initially for the last two financial years and
	subsequently for every last financial year).
	Authorised signatories list with specimen signatures.
	Photograph, POI, POA, PAN of Partners
3	Trust:
	Certificate of registration (for registered trust only).
	Copy of Trust deed.
	Copy of the balance sheet for the last financial year (initially for the last two financial years and subsequently for every last financial year).
	List of trustees certified by managing trustees/CA.
	Photograph, POI, POA, PAN of Trustees.



## **DETAILS & CHECKLIST**

Sr. No	Documents Required for opening of an account	
4	HUF	
	Deed of declaration of HUF/ List of coparceners and members.	
	Bank pass-book/bank statement in the name of HUF.	
	Photograph, POI, POA, PAN of Karta	
5	Unincorporated association or a body of individuals:	
	Proof of Existence/Constitution document.	
	Resolution of the managing body & Power of Attorney granted to transact business on its behalf.	
	Authorized signatories list with specimen signatures	
6	Banks/Institutional Investors:	
	Copy of the constitution/registration or annual report/balance sheet for last financial year	
	(initially for the last two financial years and subsequently for every last financial year).	
	Authorized signatories list with specimen signatures	
7	Registered Society:	
	Copy of Registration Certificate under Societies Registration Act.	
	List of Managing Committee members.	
	Committee resolution for persons authorised to act as authorised signatories with specimen signatures.	
	True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.	

\*Mandatorily to be provided.

If any proof of identity or address is in a foreign language, then translation into English is required. Copies of all the documents submitted by the applicant should be self-attested.

#### MOST IMPORTANT TERMS AND CONDITIONS (MITC) (For non-custodial settled trading accounts)

- 1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
- 2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
- 3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
- 4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
- 5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
- 6. You will get a contract note from the stock broker within 24 hours of the trade.
- 7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
- 8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
- 9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
- 10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

#### 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, Bye-Laws 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, Bye-Laws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.

5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

#### **CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.

8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.

9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation, which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.

10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

#### MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

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

#### TRANSACTIONS AND SETTLEMENTS

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

14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is



#### executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-Laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, Bye-Laws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye-Laws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of the Exchanges where the trade is the Exchanges and the circulars/notices issued thereunder.

#### BROKERAGE

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

#### LIQUIDATION AND CLOSE OUT OF POSITION

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

/closing-out shall be charged to and borne by the client.

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

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/ Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

#### **DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Bye-Laws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.

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



on behalf of the said client/stock-broker.

#### **TERMINATION OF RELATIONSHIP**

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye-Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his

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

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' or both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

36. The client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the client may enter into shall be completed by the client prior to such transaction being entered into.

#### ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in



electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/ circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall

simultaneously publish the ECN on his designated website, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

#### LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights, which the stock broker or the client may have under the Rules, Bye-Laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye-Laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-Laws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

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



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

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.

2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.

3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. The stock broker shall make the client aware that the Stock Brokels IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.

5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure

that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker

6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.

7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's username/password in any manner whatsoever.

8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.

9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.



#### RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT AND FUTURES & OPTIONS SEGMENT

(To be given by the broker to the client )

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O or MF segment of the Exchanges.

NSE/BSE/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/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, Mutual Funds, 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 or BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE or BSE, 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.

It must be clearly understood by you that your dealings on NSE/BSE 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, bye-laws and regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE 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 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

**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/F&O contract, greater are its price swings. There may be normally greater volatility in thinly traded securities/F&O contract than in active securities/F&O contract. 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 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 swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be a risk of lower liquidity in some securities as compared to active securities. 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.

a) 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.

**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 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. 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.

a) 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.

b) 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.

c) A stop loss order is generally placed "away" from the current price of a stock, and such order gets activated if and when the stock 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 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 stock might penetrate the predetermined 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. 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.

**1.6 Risk of rumours :** Rumours about companies 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.

a) 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.

b) 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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

**1.8 System/Network Congestion:** Trading on NSE/BSE 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 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. 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 the 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, increase 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

a) The profit or loss in transactions in foreign currencydenominated 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.

b) 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.

c) 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:

a) 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.

b) 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:

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

b) 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.

c) 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 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 prorated 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** 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 through the mechanism provided by NSE/BSE.

**3.4** 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 and who holds a registration certificate as a stock broker from SEBI.

## **PROPRIETARY TRADE DECLARATION**

The directions issued by SEBI vide its circular no. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003, regarding the disclosure of proprietary trading by broker to client, it has been decided that every broker shall disclose to his client whether he does client based business or proprietary trading or both.

Accordingly, We NJ India Invest Private Limited, hereby declare that currently we are doing Client based business and proprietary trading as well. By Proprietary trading, we mean carrying or executing the trades/orders on our own account (Proprietary Account).

The same may please be noted.



## **GUIDANCE NOTE**

#### DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

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

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on www.nseindia.com, www.bseindia.com and www.sebi.gov.in.

2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.

3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.

4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.

5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.

6. Obtain a copy of all the documents executed by you from the stock broker free of charge.

7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

#### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.

9. Don't share your internet trading account's password with anyone.

10. Don't make any payment in cash to the stock broker.

11. Make the payments by account payee cheque in

favour of the stock broker. Don't issue cheques in the name of subbroker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.

12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from



## **GUIDANCE NOTE**

clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

## IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-Laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### **DISPUTES/COMPLAINTS**

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

### POLICIES AND PROCEDURES

This document is a mandatory document from member/broker (and not from SEBI/Exchange) and requires your utmost care, attention and understanding. This is an additional requirement from Member/Broker which if contravenes any rules, regulations, articles, bye-laws, circulars, directives and guidelines of SEBI and Exchanges shall be null and void.

1. Setting up of client's exposure limit: The client's combined limit for Capital and Derivatives market, is fixed as per the available Ledger balance and in line with respective client's trade history/experience. Further, Client's Ledger Credit balance, Securities hold in Beneficiary Account, POA stock as well as margin account etc. shall also be considered. The limit can be increased/decreased at broker's/members sole discretion.

2. Refusal of orders for dealing in penny stocks: Generally, the broker warns clients to transact into any penny stocks as trading in such scripts is very risky. The client is also required to adhere to exchange/ members guidelines and take due diligence while trading in such scripts. As such, we the broker, do hereby warn the client not to deal in any penny stocks. However, we at our sole discretion may allow or disallow the clients (on case to case basis) to deal in penny stocks, subject to rules, regulation, articles, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances and RMS policy, at a related point of time.

**3.** Applicable brokerage rate: I am/We are aware that the broker shall charge brokerage at the rate being mutually agreed between us and the broker, or with any of their authorised persons of branches or their subbrokers.

I am/We are aware that the brokerage rates shall be based on prevailing market circumstances and are subject to change from time to time. The brokerage rate shall get documented under necessary annexure and stored into your system. However, it shall not be more than the maximum permissible limit (presently not to exceed 2.5%) as may be prescribed by SEBI/Exchanges from time to time. (in case of any upward revision of brokerage rate, member will give a prior notice of 15 days.)

4. Imposition of penalty/delayed payment charges by either party specifying the rate and period: I am/We are aware and agree that pay-in of Securities or Funds are required to be delivered / made to you on T+2 days in case of shares and T+1 days in case of units, if mutual funds. In case of any default or if any amount is overdue from me/us over such period as may be allowed by you, either party may charge penalty/delay payment charges @ 1.50% p.m. However, I am/ We are aware and specifically agree that this is just an additional/ ad-hoc facility and shall not be construed/ resulted into permanent practice leading to funding by broker in contravention of applicable laws.

5. Right to sell off client's securities or close client's positions, without giving notice to the client on account of non payment of clients dues: I/We also agree and confirm that in case of any delay (beyond permissible time limit as per SEBI's or Exchange's rules, regulations, bye-laws, circulars and other applicable laws/ provisions) or in-ordinate delay in making the payment or clearance of or meeting up of my/our obligations, dues, debit balances, margin, MTOM debit balance etc. open positions might be squared-off, credit balances of securities or securities lying with you might be sold off, credit balance of funds might be adjusted against my/our obligation, debit balances or liabilities WITHOUT ANY NOTICE from your side or as per your RMS policy from time to time.

6. Shortages in obligation arising out of internal netting of trades: Clients are required to make Securities/ Funds pay-in on T+2 day for shares and T+1 day in case of Mutual Fund units. In case of default in security pay-in by the client and the shortage is at member level i.e. internal shortage, a penalty as applicable from time to time, will be imposed on the defaulting client and the benefit will be passed on to the respective beneficiary client. Rate of penalty will be decided by member as applicable from time to time and published on our website.

In case of default of securities, pay-in by the client and the shortage is vis-a vis the Exchange, auction value of the respective exchanges and all levies, as applicable, shall be recovered from the defaulting client.

Client hereby agrees that if he / she / it has short delivered any securities against his / her / its pay in obligation which resulted into internal shortage i.e.



## POLICIES AND PROCEDURES

adjusted against buy position of another client of the stock broker and couldn't be auctioned in the market then the settlement shall take place in any of the following manner

- Furnishing the sell obligation to BSE for auction as an internal Shortage through the self auction route of BSE for the shortage on any exchange.
- ii) Buying the securities from open market for the delivery to purchasing client and debiting the cost of purchases along with brokerage and other charges to your account.
- iii) Closing out the shortage by debiting an amount equivalent to the sell proceeds plus 10% and passing on this amount to the credit of purchasing client.
- iv) Any other method acceptable to us and the purchaser which is not explicitly disallowed under any acts, rules by laws, regulations, circulars, notifications etc. issued by SEBI Exchanges or any other regulatory authority

7. Restrictions/prohibition to take further position or broker may close existing position: Under any circumstances, such as, in case the client fails to meet his/her/its pay-in or margin obligations or clear the outstanding/debit balance with broker, before permissible time limit or beyond such period, as may be allowed by broker as per its RMS policy, the client may not be permitted to take any fresh or further position until the clearance of earlier dues, obligation. outstanding etc. Even, broker can firstly set-off or adjust the payment or securities towards various dues and obligation of the client and until the full clearance of the same, shall not allow taking further position. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, broker might close the existing position or open position without any further intimation to the client as per the RMS policy.

## Such circumstances may include (but not limited to):

- 1. Failure to meet pay-in obligation on T+2 day/T+1,
- 2. Delay in meeting the pay-in or margin requirement,
- 3. Delay or failure in clearance of outstanding or dues to the broker,
- 4. Returning or frequent returning of cheques of the client,
- 5. Unnecessary/ unwarranted dispute from client without any substantial cause/reason,
- 6. Client's attitude of not coming to an amicable settlement for any dispute that can be settled without involvement of Exchange and/or SEBI,
- 7. As per prevalent RMS policy of the broker,

- 8. Any direction from SEBI/Exchange or such other authorities,
- 9. Under such other circumstances as the broker might think just and proper on case to case basis.

8. Temporarily suspending or closing the client's account at the client's request : The broker and/or client may suspend client's account from further dealing in the securities market through the broker as per client's prior written request submitted to broker at its Surat H.O. duly acknowledged by broker (subject to clearance of entire outstanding/ obligations).

**9. Deregistering a client:** Dormant or in-active status of a client account beyond specified time limit as may be prescribed by the broker, or under any circumstances mentioned in (1) to (9) above can tend to deregistration.

**10.** Policy for dormant/in-active account: As per broker's RMS policy, the account in which no transactions have taken place during the period of last 24 months, the same shall be considered as dormant or in-active account. Such a transaction shall mean and include the following, whichever is later:

- 1. Entry related to contract or bill generation to buy/sell transaction
- 2. Entry related to the payment of funds or securities by the client

In case broker treats the account of client as a dormant/in-active account, the funds or securities lying with the broker shall be refunded/ returned to clients immediately on demand by the client.

In order to reactivate the account, client needs to instruct the broker in writing at its Surat H.O. The broker will try to promptly reactivate the said account. Such written request may also be **sent by fax on 0261 4025880 or by e-mail to Compliance Department on** grievance@njgroup.in from client's own e-mail account registered with the broker. However, the broker may, at its own discretion, waive/reduce the period of 2 days as the circumstances may warrant, on case to case basis.

**11.** Policy on Handling of Good Till Triggered Orders offered by the Trading Members to its Clients: NJ offers its clients, the facility of placing Good Till Triggered orders. Accordingly, NJ has formulated the policy which contains details on below points:

1. Details of Good Till Triggered or orders of similar type provided by NJ including its validity.

2. Manner of handling of such orders in case of corporate actions.

3. Provide a timeline within which NJ shall intimate their clients about details of upcoming corporate actions applicable for such unexecuted orders of clients.

For detailed policy, please visit at https://www.njwealth.in/ under 'Handling of GTT orders'.



## This is must read/ understood and to be complied by everybody dealing/ desirous in dealing in Capital and / or Derivatives.

- Prevention of Money Laundering Act, 2002 (PMLA) is enacted to prevent the financing of terrorism and to prevent laundering of money i.e. to prevent legalizing or officializing or canalizing the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes etc.
- 2. PMLA is a part of the Global measures being taken by all the countries under the initiatives of United Nations.
- 3. It is an obligation of individual/entities to whom PMLA is applicable, to report certain kind of transactions routed through them to Financial Intelligence Unit (FIU), a department specially set up to administer PMLA under the Ministry of Finance.
- 4. PMLA is, inter-alia, applicable to various intermediaries which includes stock brokers, commodity brokers, sub-brokers, authorised person and depository participant etc.
- 5. As per PMLA the following type of transaction are to be reported to FIU: -

(A). All cash transactions of the value of more than ₹10 Lacs or its equivalent in foreign currency. (B). All series of cash transactions integrally connected to each other which have been valued below ₹10 Lacs or its equivalent in foreign currency where such series of transactions takes place within one calendar month. (C). All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into any non monetary accounts such as demat account.

- 6. Any such above transaction(s), though not executed but attempted and failed are also required to be reported
- 7. The suspicious transaction(s) can be related to the transaction(s) under the circumstances such as: -
  - (A). Client(s) whose identity verification seems

difficult or client(s) that appear not to co-operate; (B). Asset management services for client(s) where the source of the funds is not clear or not in keeping with client(s) apparent standing /business activity; (C). Client(s) based in high risk jurisdictions; (D). Substantial increases in business without apparent cause; (E). Client(s) transferring large sum of money to or from overseas locations with instructions for payment in cash; (F). Attempted transfer of investment proceeds to apparently unrelated third parties; (G). Businesses undertaken by offshore banks/financial services; (H). Businesses reported to be in the nature of export/import of small items; (I). Unusual transactions by Clients of Special Categories (CSCs).

8. Clients of Special Categories includes: -

a) Non - resident clients;

b) High net-worth clients;

c)Trust, Charities, Non-Governmental Organizations (NGOs)and organizations receiving donations;

d) Companies having close family shareholdings or beneficial ownership;

e) Politically Exposed Persons (PEP). PEP are 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. The additional norms applicable to PEP as contained in the subsequent paragraph 14 of this circular shall also be applied to the accounts of the family members or close relatives of PEPs;

f) Clients in high risk countries. While dealing with clients from or situate in high risk countries or geographic areas or when providing delivery of

## ANTI MONEY LAUNDERING AWARENESS

services to clients through high risk countries or geographic areas i.e. places where existence or effectiveness of action against money laundering or terror financing is suspect, registered intermediaries apart from being guided by the FATF statements that inter alia identify such countries or geographic areas that do not or insufficiently apply the FATF Recommendations, published by the FATF on its website (www.fatfgafi.org) from time to time, shall also independently access and consider other publicly available information along with any other information which they may have access to. However, this shall not preclude registered intermediaries from entering into legitimate transactions with clients from or situate in such high risk countries and geographic areas or delivery of services through such high risk countries or geographic areas;

g) Non face to face clients. Non face to face clients means clients who open accounts without visiting the branch/offices of the registered intermediaries or meeting the officials of the registered intermediaries. Video based customer identification process is treated as face-to-face onboarding of clients;

h) Clients with dubious reputation as per public information available etc;

9. While opening the new account all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under PMLA.

- 10. All the record of transaction(s) and client identifications must be preserved in a manner which can be retrieved promptly and reported to the authorities in the specified format as and when required.
- 11. The Clients are advised to be fully conversant with the provisions of PMLA and any amendments thereto from time to time and to cooperate with intermediaries by providing the additional information(s)/document(s), if asked for, to ensure the compliance requirements under PMLA.
- 12. The Client are advised to provide certain information which may be of personal nature or has hitherto never been called for such information can include documents evidencing source of funds/income taxreturns/bank records etc. You are advised to co-operate with us whenever such information is sought for from PMLA perspective.
- 13. The Clients are advised to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering freedom and causing damage to the nation. The Clients are supposed to provide their active co-operation in the due compliance of the law.
- Please visit the website of Financial Intelligence Unit (www.fiuindia.gov.in) and Securities and Exchange Board of India (www.sebi.gov.in) for any further information on the subject.

#### (CLIENT IS REQUESTED TO REFER THE FOLLOWING NOTE BEFORE SIGNING)

NOTE : THE CLIENT IS REQUIRED TO NOTE THAT THE BELOW MENTIONED CLAUSES ARE NOT MANDATORY AS PER THE EXCHANGE AND/OR SEBI REQUIREMENTS. HOWEVER, THE SAME ARE THE REQUIREMENTS OF / FROM NJ INDIA INVEST PRIVATE LIMITED (hereinafter referred to as NJII/ BROKER/ STOCK BROKER/ MEMBER). HOWEVER, I AM/ WE ARE (herein after referred to as the Client) AWARE THAT I/WE MAY REVOKE ANY OR ALL THE CLAUSE OF THIS VOLUNTARY DOCUMENT UPFRONT BEFORE SIGNING OR LATER ON BY COMMUNICATING IN WRITING BY GIVING NOTICE TO THE BROKER AND IN SUCH CASE NJII RESERVES ITS RIGHT TO TAKE SUCH DECISION AS MAY BE REQUIRED IN THIS REGARD. FURTHER, THIS DOCUMENT WILL OPERATE AS MY/OUR EXPRESS AUTHORITY IN FAVOUR OF NJII CONSISTING DIFFERENT MEMBERSHIP OF BSE/NSE AND SUCH OTHER EXCHANGES OR ENTITIES (IF ANY).

To,

The Director,

NJ India Invest Private Limited

Surat

1. I/We hereby declare that I am/We are regular investors in the stock markets in India and as such I am/ We are conversant with the laws, practices, rules, regulations, guidelines, circulars, notifications etc. prescribed by Securities & Exchange Board of India (SEBI), all segment of National Stock Exchange of India Ltd. (NSE) and all segment of Bombay Stock Exchange Ltd. (BSE).

2. I/We understand and agree that you can debit my/our accounts either for account opening charges/ adjustment of DP charges and/or for any additional services provided by you as per my/our request.

3. I/We further declare that I am/We are aware of the illegal practices that are prevalent in the Stock Market and I/We assure you that I/We will not indulge into the same.

4. I/We further declare that I/We will not carry out any unfair trade practices such as Synchronized Deals, Structured Deals, Circular Trading, Insider Trading in the Capital Market.

5. I/We further declare and confirm that I/We will not place any order or carry out any trades/ transactions on the exchange which will reflect as an arrangement for profit or loss transactions or cross deals. Further, all the orders placed on the exchange through you, will be in the normal market at normal/ prevailing market prices and only in Liquid securities/scrips and not at unrealistic prices where there is corresponding underlying securities positions in the cash or futures segment of the exchange. In case, any of my/our transactions being declared as volatile to any rules/regulations/ byelaws/ circulars/ directions/ guidelines etc. of the exchange/ SEBI/SCRA, I/We will be solely responsible for all penalties/ charges/ damages etc. Levied from you by the exchange and accordingly do hereby undertake to reimburse/pay the same to you.

6. I/We further declare and confirm that the shares/ securities provided/being provided to you are generally for the purpose of availing exposure limits/ margin limits, I/We will not claim adversely or object about the same later on/ in future.

7. I/We further declare that as on the date of registration as your client, I am/ We are eligible to transact in the securities market as per applicable rules, regulations, byelaws, circulars, guidelines, etc of SEBI or BSE/NSE and have not been banned/ restrained to transact in the securities market by any exchange or statutory authorities and whatever permissions/ prior permissions, as may be required from government authority(ies) have been obtained by me/us. In case of any further action taken by the said relevant authorities, i shall intimate the same to you.

8. I/ We declare and confirm upfront that the securities delivered, if any, towards margin/collaterals/pay-in obligation etc. shall absolutely be free from any lien/ encumbrances of whatsoever nature.

9.a I/We hereby request you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my/our account/(s) maintained with you against the outstanding dues payable if any, by me/us in any of my/our account(s). NJII will have right lien on the credit balance in any of my/our accounts. Any entries passed by you in accordance with this authorization shall be binding on me/us. I am/We are agreeable that the credit balance of funds and shares be treated as margin. I am/We are also agreeable for transfer of credit balances in margin account/ client account of cash segment towards adjustment debit balance in margin account and vice-versa. I am/ We are also agreeable for transfer of credit balances in margin account/ client account of various segment of (NSE) against debit balance in margin account/ client account of various segment of (BSE) and vice-versa. I am /We are agreeable for intersettlement transfer of securities in the future/past settlements. I am /We are agreeable for and authorise you to withheld funds pay-out towards all the applicable



margins and debits.

9.b I/We do hereby agree and declare that I am/We are aware that the exchanges require the stock broker to maintain the client account for each exchange/ segment separately. For this purpose stock broker may allocate the payment received from client and payments made to the client to any of the account of the client for any exchange/ segment. Similarly the client authorizes the stock broker to pass such entries to adjust the debit or credit balance of the client in trading account of or exchange/segment to the other or vice versa. Such consolidation and segregation of client account as maintained by the stock broker shall be binding on the client. Without affecting the generality of the aforesaid:

10. As regard the placement of orders, although you had insisted on written instruction for placing orders, considering the practical difficulties faced by me/us in complying the same, I/We would request you to accept orders placed by any other means other than written. I/We therefore confirm and acknowledge that any telephonic instruction given by me/us either on recording lines or else will serve the dual purpose in lieu of written instruction.

11. I/We have no objection if due to punching errors you might have to change the client codes for trade done as the circumstances may warrant, within the parameters and rules and regulations of the exchange.

12. You being a member disclosed that you are doing proprietary trading along with client business and as such I/We have noted the same.

13. I/We specifically consented not to indulge into any off-market transactions leading to dubba-trading.

14. I/We as your client agree that any failure by you as a stock broker to exercise or enforce any rights conferred upon you by this agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15. I/We as a client shall be responsible for all orders, including orders that may be executed without the required margin, whether or not, you as a stock broker intimated me/us such shortfall in margin, shall instantaneously make up the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheque or money order or account transfer or any other mode accepted to you in your sole discretion.

16. I/We as a client, hereby agree and indemnify, and shall always keep you (stock broker) indemnified against all such action and/or claims, costs, charges damages, losses and expenses, which may be incurred, suffered and/or sustained by you (stock broker) with respect to any third party cheque(s) and/or delivery of shares, which may be given by me/us as your client to be credited in my/our account as your client.

17. I/We as your client, do hereby agree with respect to Compliance with Prevention of Money Laundering Act, 2002 (PMLA), as amended till date and from time to time and rules, regulation and guidelines framed hereunder and confirm that all the information which may be required by you (stock broker) to enable you to comply with the provisions of the PMLA and the rules, regulation and guidelines framed there under has been disclosed including issues related to "beneficial ownership", if any and also undertakes to promptly provide the same on an on-going basis whenever required. As also I/We hereby agree to keep you (stock broker) informed of any change in the information earlier provided in/through Know Your Client form or otherwise immediately in writing.

18. All fines/ penalties and charges, exemplary damages etc. levied upon you due to my/our acts/deeds or transactions including illegal acts or unfair trade practices etc. as may be levied by the exchange(s) and suffered by the member, shall be passed on to me/us and recovered by you from my/our account either by way of debiting the same or otherwise. 19. For delayed payments/Overdue payments, I am/We are aware, and agree, that you may charge delayed

payment charges @13% p.a. or at such other rate as you determine at your absolute discretion.

20. Sharing of Information : I/We agree to immediately furnish information to the member in oral/writing or the member suo-moto (on its own) in receipt of such information in the event that is likely to have an adverse effect of my/our financial position. Upon receipt of such information, the member shall be entitled to take such action (in its absolute discretion) as it may consider necessary in order to protect its own interest, including without limitation, liquidation/ closing out all/ any outstanding positions of mine/ ours under oral intimation to me/us or my/our sub-broker. Any and all losses, financial charges and/or incidental expenses incurred by the member on account of such liquidation/ closing out shall be reimbursed by me/us or my/our sub-broker. I/We authorise NJII to provide information of our transaction of Mutual Funds to the AMFI registered intermediaries acting as introducers under this agreement and information related to other securities to those remisiers/sub-brokers who have been registered with NJII and instrumental in facilitating my transactions. I/we also authorise NJII to share our information, in its



absolute discretion, to its various group entities/ associate or sister concerns, if any, and this consent would tantamount to my/our express authority in this regard.

21. Investment Advice : The client acknowledges that the member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment. 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 advice from member or any of its employees. The client agrees that in the event of the member or any employee or official of the member providing any information to the client, he/she/ it may act upon the same at sole risks, costs and consequences and the member shall not be liable/responsible for the same. The client further agrees to always keep himself/herself/ itself abreast of all requirements to be complied with by him/her/it under various laws including Foreign Exchange Management Act (FEMA), 1999 wherever applicable and the rules, regulations, directions, circulars, notifications, guidelines etc. issued under or pursuant to the relevant laws from time to time.

22. Restrictions on regulation of dealings : The stock broker shall at its discretion decide, from time to time, the volume of business which the client (introduced directly or by the sub-broker) may transact during any trading day on BSE/NSE. Notwithstanding such as an agreement/ arrangement, the Stock Broker shall have absolute discretion to reduce the volume of business of the client or restrict dealings by the client without any prior notice to the client and/or sub-broker interalia, having regard:

i. To the volatility in the market;

ii. In view of impending price sensitive announcements;

iii. Any restrictions in relation to volume of trading/ outstanding business/margins stipulated by the exchange/stock broker, political instability in the country etc;

iv. Presence of any other price sensitive factors;

v. Failure by the client to maintain the applicable collateral/margin; and/or

vi. Delays by the client in meeting his/her/its obligation/ dues relating to the business/dealings done under this agreement our pursuant to any other agreement/ arrangement between the client and the stock broker.

#### 23. Representations and warranties

a) I/We agree that I/We have the required legal capacity

and avail the services and am/are capable of performing my/our obligations and undertakings pursuant to KYC form submission and allotment of client code by the stock broker/ NJII. Also I/We hereby warrant that the terms of the presents are not in contravention of any rights of any party with whom I/We have any arrangements, at any time during and prior to the execution of this agreement with stock broker/NJII.

b) All actions required to be taken to ensure compliance of all the transactions, which, I/We as your client, may enter into pursuant to this agreement with all applicable laws, shall be completed by me/us prior to such transaction being entered into.

c) Any instructions given by my/our authorised representative to you - the stock broker or to stock broker's representative, shall be binding on me/us.

d) I/We specifically agree and confirm that though the agreement has been divided into sections governing transactions in various segments/ services, the agreement shall be binding on the parties in its entirety. Entering into this agreement governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the stock broker/NJII.

e) I/We agree to provide and continue to provide all details about me/us as may be required by the stock broker/NJII including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the stock broker/NJII are true.

f) I/We represent and warrant to the stock broker/ NJII that all the information provided and statements made in the clients account application are true and correct and are not misleading (whether by reason of omission to state a material factor otherwise) and I am/we are aware that the stock broker/ NJII has agreed to provide the stock broker's/ NJII service to me/ us as a client on the basis interalia, of the statements made in client's account application.

I/We hereby give this declaration without any coercion, with sound mind and voluntarily to you, which shall be a part of my Client Registration Form and Member Client Agreement executed on the dates mentioned therein. I/We hereby confirm and declare that the details/ information and documents/proofs submitted/ provided towards KYC Documents or otherwise are full, accurate as well as true and correct to the best of my/our knowledge and belief and nothing has been concealed therein. In case any information/ details found to be false/untrue/misleading/ misrepresenting, I am/We are aware that I/We may be held liable for it.



I am/We are aware that the aforesaid consents are purely voluntary and have been given to you for smoother operations of my/our client account with you as our broker. Further, these standing instructions are valid from the date the client/ trading account is opened with you and will be valid and operational until revoked by me/us by giving notice in writing to your compliance officer only. Any entries/ transactions and acts, deeds, things etc. carried out by broker in accordance with this authorization shall be binding on me/us.

## TERMS AND CONDITIONS OF THE ELECTRONIC DOCUMENT:

The client has permitted the member brokers to provide Electronic Contract Notes - ECN (Here & after referred to as Electronic Document) authenticated by the means of digital signature in substitute of Physical Contract Notes.

Also the statement of accounts, the DP statement, the Securities and Fund statement etc. shall be sent through e-mail in electronic mode which also includes the quarter/half year statement (Here & after referred as Electronic Document).

However the member brokers may at their discretion, continue to issue documents in physical form instead of electronic document with or without levying charges for the same.

Now, therefore, in the consideration of the member brokers having agreed to provide Electronic Document through e-mail, both the parties to the agreement hereby agree to the following terms:

1. The client shall access and review the Electronic Document, statements, notices, and other communications including but not limited to the margin and maintenance call. All information contained therein shall be binding on the client, if the client does not object, either in writing or via e-mail, within 24 hours such documents are available to the client.

2. The client will be required to save/print/ download the electronic document for archiving and delete the e-mails from his/her account on a regular basis so as to keep sufficient space in the e-mail account to continue receiving Electronic Document from the member broker.

3. Should the client experience any difficulty opening a document electronically delivered by the member broker, the member broker may make the required delivery by any other electronic means (e-mail, electronic attachment, or in the form of an available download from the back office website) or in a paper based format. Failure to advise the member broker of such difficulty within 24 hours after delivery shall be

deemed as on affirmation that client was able to receive and open the said document.

4. In case when the member broker is not able to provide the Electronic document to its client through internet due to any unforeseen problem, the member broker will ensure that the Electronic document reaches in physical form as per the time schedule stipulated in the bye-laws rules and regulations of the exchange as the case may be applicable.

5. The client shall take all necessary steps to ensure confidentiality and secrecy of the login name & password. Unless the client lodges a complaint with the member broker as to his inability to access the system, it would be presumed that Electronic Document deemed to be delivered.

6. The member broker and the client hereby agrees to abide by the amendment in Electronic Document from time to time if required, for complying with any statute, regulation or with the requirements of any other competent authority.

7. The client agrees that the member broker fulfills its obligation to deliver to clients any such document if sent via electronic delivery.

8. In no case member broker shall be responsible for any failure on part of mail service provider.

The above terms and conditions are in addition to, and not in contravention of the terms and conditions forming part of rights and obligation of stock brokers, subbrokers and clients as prescribed by SEBI and Stock Exchanges.

#### INVESTORS' RIGHTS AND OBLIGATIONS

1. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.

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.

1.2 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 BSE/NSE and the scheme of the Investors' Protection Fund in force from time to time.

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, bye- laws/regulations of BSE/NSE or its Clearing Corporation/Clearing House.



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.

3. You should exercise due diligence and comply with the following requirements of the BSE/NSE and/or SEBI: 3.1 Please deal only with and through SEBI registered members of the Stock Exchange who are enabled to trade on the Exchange. All SEBI registered members are given a registration number, which may be verified from SEBI. The details of all members of BSE/NSE and whether they are enabled to trade may be verified from BSE/NSE on their website www.bseindia.com/ www.nseindia.com.

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.

3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account. or any such details made mandatory by SEBI/BSE/NSE at any time, as is available with the investor.

3.4 Give any order for buying or selling 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.

3.5 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 BSE/NSE, without delaying.

3.6 Facility of Trade Verification is available on BSE/NSE website www.bseindia.com/ www.nseindia.com. Where details of trade as mentioned in the contract note maybe verified from the trade date up to five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of BSE/NSE.

3.7 Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgment 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.

3.8 In case pay-out of money and/or securities is not received in the next working day after date of pay-out announced by BSE/NSE 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 BSE/NSE.

3.9 In case of a complaint against a member/ registered sub-broker, you should address the complaint to the Office as may be specified by BSE/NSE from time to time.

4. In case where a member surrenders his membership, BSE/NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of BSE/NSE, ensure that you lodge a claim with BSE/NSE Clearing House within the stipulated period and with the supporting documents.

5. In case where a member is expelled from trading membership or declared a defaulter, BSE/NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of BSE/NSE, ensure that you lodge a claim with BSE/NSE within the stipulated period and with the supporting documents.

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 prorata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of 10 lakhs per investor claim, per defaulter /expelled member may be payable subject to such claims being refund payable under the scheme of the IPF.

I/We hereby accept and agree to the above mentioned terms and conditions and request you to kindly open my/our demat and trading account with NJII.

Reference No.: \_\_\_\_\_

#### TERMS AND CONDITIONS FOR RECEIVING SMS ALERTS FROM CDSL

(SMS Alerts will be sent by CDSL to BOs for all debits and all credits as well)

#### **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 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 account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period/ indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.

2. The service is currently available to the BOs who are residing in India.

3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.

4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number 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



## SMS ALERT FACILITY (CDSL)

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@cdslindia.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 poviding 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 the 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

## SMS ALERT FACILITY (CDSL)

and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever, which depository may at any time incur, sustain, suffer or be put as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the services 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 Surat.

The BO wishes to avail the SMS alerts facility provided by the depository on BO's mobile number provided in the registration form subject to the terms and conditions mentioned below. **The BO consents to**  CDSL providing to the service provider such information pertaining to account/transactions in BO's account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

The BO has read and understood the terms and conditions mentioned above and agrees to abide by them and any amendments thereto made by the depository from time to time. BO further undertakes to pay fee/ charges as may be levied by the depository from time to time.

The BO further understands 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.

The BO is 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.

## Terms and Conditions for receiving SMS Alerts from NSDL

#### 1.1 Definition

In these Terms and Conditions, the following terms shall have the following meanings:

"Alerts" or "Facility" means the customized messages with respect to specific events/ transactions relating to an BOs Account sent as Short Messaging Service ("SMS") over mobile phone to the BO;

"BO" means the person who holds an Account;

"Account" means the Demat Account of the BO with NSDL maintained through its Depository Participant;

"ISIN" means an International Securities Identification Number assigned to a security;

"CSP" means the Cellular Service Provider through whom the BO or NSDL receives the mobile services.

#### 1.2 Registration

This facility will be available to the investors provided they have given their mobile numbers to their DPs and the DPs have captured the numbers in the DPM system and have also enabled (ticked) the SMS flag in their DPM system.

#### 1.3 Availability

- 1.3.1 NSDL at its sole discretion may discontinue the Facility at any time by providing a prior intimation through its website or any other medium of communication. NSDL may at its discretion extend the Facility to BOs who register mobile phones originating outside India.
- 1.3.2 The Alerts would be generated by NSDL and will be sent to the BOs on the mobile number provided by the BO and the delivery of the Alert would be entirely based on the service availability of the Service Provider and connectivity with other cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs. The Alerts are dependent on

various factors including connectivity and, therefore, NSDL cannot assure final and timely delivery of the Alerts.

1.3.3 The BO will be responsible for the security and confidentiality of his/her Mobile Phone and mobile phone number to be used for this Facility.

#### 1.4 Process

- 1.4.1 NSDL provides SMS Alert facility for demat account holders whereby they can receive alerts directly from NSDL for following on their registered mobile number.
  - All Debits and Credits (transfers), Credits for IPO, sub- division and bonus, Failed instructions, Overdue instructions, Change of mobile number, Change of address, Credit/debit of Mutual Fund units.
- 1.4.2 The BO is duty bound to acquaint himself/herself with the detailed process for using the Facility and interpreting the Alerts for which NSDL is not responsible for any error/omissions by the BO.
- 1.4.3 The BO acknowledges that the Alerts will be implemented in a phased manner and NSDL may at a later stage; as and when feasible, add more Alerts. NSDL may, at its discretion, from time to time change the features of any Alert. The BO will be solely responsible for keeping himself/herself updated of the available Alerts, which shall, on best-effort basis, be notified by NSDL through its website or any other medium of communication.

#### 1.5 Receiving Alerts

- 1.5.1 The BO is solely responsible for intimating in writing to his/her Depository Participant any change in his/her mobile phone number and NSDL will not be liable for sending Alerts or other information over his/her mobile phone number recorded with NSDL.
- 1.5.2 The BO acknowledges that to receive Alerts,



# SMS ALERT FACILITY (NSDL)

his/her mobile phone must be in an 'on' mode. If his/her mobile is kept 'off' for a specified period from the time of delivery of an Alert message by NSDL, that particular message may not be received by the BO.

- 1.5.3 The BO acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The BO accepts that timeliness, accuracy & readability of Alerts sent by NSDL will depend on factors affecting the CSPs & other Service Providers. NSDL shall not be liable for nondelivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the BO.
- 1.5.4 NSDL will endeavor to provide the Facility on a best effort basis and the BO shall not hold NSDL responsible/liable for non-availability of the Facility or non performance by any CSPs or other Service Providers or any loss or damage caused to the BO as a result of use of the Facility (including relying on the Alerts for his/her investment or business or any other purposes) for causes which are attributable to /and are beyond the control of NSDL. NSDL shall not be held liable in any manner to the BO in connection with the use of the Facility.
- 1.5.5 The BO accepts that each Alert may contain certain account information relating to the BO. The BO authorizes NSDL to send any other account related information, though not specifically requested, if NSDL deems that the same is relevant.

### 1.6 Withdrawal or Termination

1.6.1 NSDL may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. NSDL may suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or incase of any emergency or for security reasons, which require the temporary suspension of the Facility. 1.6.2 Not withstanding the terms laid down in clause 1.5.1 above, either the BO or NSDL may, for any reason whatsoever, terminate this Facility at any time. In case the BO wishes to terminate this Facility, he/she will have to intimate his/her Depository Participant accordingly.

### 1.7 Fees

1.7.1 At present, NSDL is levying no charge for this Facility on the Depository Participants. The BO shall be liable for payment of airtime or other charges, which may be levied by the CSPs in connection with the receiving of the Alerts, as per the terms and conditions between the CSPs and BOs, and NSDL is in no way concerned with the same.

### 1.8 Disclaimer

- 1.8.1 This Facility is only an Alert mechanism for the BOs and is not in lieu of the Transaction Statements required to be provided by the Depository Participant to its clients.
- 1.8.2 NSDL shall not be concerned with any dispute that may arise between the BO and his/her CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.
- 1.8.3 The BO shall verify the transactions and the balances in his/her account from his/her Depository Participant and not rely solely on Alerts for any purpose.
- 1.8.4 NSDL will not be liable for any delay or inability of NSDL to send the Alert or for loss of any information in the Alerts in transmission.

### 1.9 Liability

1.9.1 NSDL shall not be liable for any losses, claims and damages arising from negligence, fraud, collusion or violation of the terms herein on the part of the BO and/or a third party.



### 1.10 Contact

The investors may contact their respective DPs in case they do not receive SMS alert inspite of registering for this facility. Those investors who have provided their mobile

numbers to their DPs but do not wish to avail this facility may also inform their DPs accordingly provided such accounts are not operated by Power of Attorney.

For further details/information investors may contact us at:

Investor Relationship Cell

National Securities Depository Limited

4th Floor, A Wing, Trade World, Kamala Mills Compound Senapati Bapat Marg, Lower Parel, Mumbai-400013.

Tel.: (022) 2499 4200 / 4090 4200

Fax: (022) 2497 6351

Email: relations@nsdl.com



### TERMS AND CONDITIONS FOR AVAILING TRANSACTION USING SECURED TEXTING (TRUST) SERVICE OFFERED BY CDSL

### 1. Definitions:

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

i. "Depository" means Central Depository Services (India) Limited (CDSL)

ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.

iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.

iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.

v. "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.

2. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository

3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.

4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number. 5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.

6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.

7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.

8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.

9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP.

10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.

11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the



## TRUST FACILITY

DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.

12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.

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

14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.

15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.

16. The BO is solely responsible for ensuring that the

mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.

### 17. Indemnity:

In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

### 18. Disclaimer:

Depository shall be absolved of any liability in case:-

a. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.

b. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.

c. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

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

### **General Clause**

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.

2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

### **Beneficial Owner information**

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.

4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

### Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"

6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars /directions /notifications issued from time to time.

7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

### Dematerialization

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

### Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018 and Bye-Laws/Operating Instructions/ Business Rules of the Depositories.

### **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

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

13. The stock broker / stock broker and depository participant shall not directly /indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit

### **RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT**

and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

#### Statement of account

14. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such Bos and shall resume sending the transaction statement as and when there is a transaction in the account.

16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

#### Manner of Closure of Demat account

18. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

19. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

#### Default in payment of charges

20. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

21. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

#### Liability of the Depository

22. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

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

### Freezing/Defreezing of accounts

23. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

24. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

### **Redressal of Investor grievance**

25. The DP shall redress all grievances of the



### **RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT**

Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint. Authorized representative

#### **Authorized Representative**

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

#### Law and Jurisdiction

27. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

28. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time. 29. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

30. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI

31. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

32. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

### VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

#### MISSION

- i. To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii. To establish and maintain a relationship of trust and ethics with the investors.
- iii. To observe highest standard of compliances and transparency.
- iv. To always keep 'protection of investors' interest' as goal while providing service.
- v. To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

#### Services provided to Investors

- i. Execution of trades on behalf of investors.
- ii. Issuance of Contract Notes.
- iii. Issuance of intimations regarding margin due payments.
- iv. Facilitate execution of early pay-in obligation instructions.
- v. Periodic Settlement of client's funds.
- vi. Issuance of retention statement of funds at the time of s lement.
- vii. Risk management systems to mitigate operational and market risk.
- viii. Facilitate client profile changes in the system as instructed by the client.
- ix. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
- x. Provide a copy of Rights & Obligations document to the client.
- xi. Communicating Most Important terms and Conditions (MITC) to the client. Redressal of Investor's grievances.

### **Rights of Investors**

- i. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
- ii. Receive complete information about the risks, obligations, and costs of any investment before investing.
- iii. Receive a copy of all completed account forms and rights & obligation document.
- iv. Receive a copy of 'Most Important Terms & Conditions' (MITC).
- v. Receive account statements that are accurate and understandable.
- vi. Understand the terms and conditions of transactions you undertake.
- vii. Access your funds in a prescribed manner and receive information about any restrictions orlimitations on access.
- viii. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.
- ix. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt ention to and fair consideration of your concerns.
- x. Close your zero balance accounts online with minimal documentation.
- xi. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account.
- xii. Not be discriminated against in terms of services offered to equivalent clients.
- xiii. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place.
- xiv. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place.
- xv. Trade in derivatives after submission of relevant financial documents to the broker subject to brokers' adequate due diligence.



- xvi. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place.
- xvii. Get access to products and services in a suitable manner even if differently abled.
- xviii. Get access to educational materials of the MIIs and brokers.
- xix. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms.
- xx. Deal with one or more stockbrokers of your choice without any compulsion of minimum business.
- xxi. Have access to the escalation matrix for communication with the broker.

xxii. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.

#### Various activities of Stock Brokers with timelines

S. No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	3 working days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of UniqueClient Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	First Friday/Saturday of the month / quarter as per Exchange pre-announced schedule
10.	'Statement of Accounts' for Funds, Securities and Commodities	Monthly basis
11.	Issuance of retention statement of funds/ commodities	5 days from the date of s lement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	21 calendar days from the receipt of the complaint

### DOs and DON'Ts for Investors

DOs	DON'Ts
<ol> <li>Read all documents and conditions being agreed before</li></ol>	<ol> <li>Do not deal with unregistered stock</li></ol>
signing the account opening form. <li>Receive a copy of KYC, copy of account opening documents</li>	broker. <li>Do not forget to strike off blanks in your</li>
and Unique Client Code. <li>Read the product / operational framework / timelines related</li>	account opening and KYC. <li>Do not submit an incomplete account</li>
to various Trading and Clearing & Settlement processes. <li>Receive all information about brokerage, fees and other</li>	opening and KYC form. <li>Do not forget to inform any change in</li>
charges levied. <li>Register your mobile number and email ID in your trading,</li>	information linked to trading account
demat and bank accounts to get regular alerts on your	and obtain confirmation of updation in
transactions.	the system.



DOs	DON'Ts
<ol> <li>If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted.</li> <li>Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades.</li> <li>Receive funds and securities/ commodities on time, as prescribed by SEBI or exchange from time to time.</li> <li>Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.</li> <li>Receive statement of accounts periodically. If opted for running account settlement, account has to be s led by the stock broker as per the option given by the client (Monthly or Quarterly).</li> <li>In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.</li> <li>Retain documents for trading activity as it helps in resolving disputes, if they arise.</li> </ol>	<ol> <li>Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.</li> <li>Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.</li> <li>Do not opt for digital contracts, if not familiar with computers.</li> <li>Do not share trading password.</li> <li>Do not fall prey to fixed / guaranteed returns schemes.</li> <li>Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits.</li> <li>Do not follow herd mentality for investments. Seek expert and professional advice for your investments.</li> </ol>

Additionally, Investors may refer to Dos and Don'ts issued by MIIs on their respective websites from time to time.

### **Grievance Redressal Mechanism**

The process of investor grievance redressal is as follows:

1	Investor complaint/ Grievances	Investor can lodge complaint/grievance against stock broker in the following ways: <u>Mode of filing the complaint with stock broker</u> Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance. <u>Mode of filing the complaint with stock exchanges</u> i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI) (https://scores.sebi.gov.in) <u>Two level review for complaint/grievance against stock broker:</u> • First review done by Designated body/Exchange • Second review done by SEBI ii. Emails to designated email IDs of Exchange
2	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through online conciliation or arbitration.



3	Steps to be followed in ODR for Review, Conciliation and Arbitration	<ol> <li>Investor to approach Market Participant for redressal of complaint</li> <li>If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options:         <ol> <li>May escalate the complaint on SEBI SCORES portal.</li> <li>May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</li> </ol> </li> <li>Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavor to resolve the matter between the Market Participant and investor within 21 days.</li> <li>If the matter could not be amicably resolved, then the matter shall be referred for conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator with consent of the parties to dispute.</li> <li>If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.</li> </ol>
---	---	--

# Handling of Investor's claims / complaints in case of default of a Trading Member /Clearing Member (TM/CM) $\ensuremath{\mathsf{TM}}$

### Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- i. Circular is issued to inform about declaration of Stock Broker as Defaulter.
- ii. Information of defaulter stock broker is disseminated on Stock Exchange website.
- iii. Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- iv. Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.
- Following information is available on Stock Exchange website for information of investors:
- i. Norms for eligibility of claims for compensation from IPF.
- ii. Claim form for lodging claim against defaulter stock broker.
- iii. FAQ on processing of investors' claims against Defaulter stock broker.
- iv. Provision to check online status of client's claim.
- v. Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers.
- vi. Claim processing policy against Defaulter/Expelled members.
- vii. List of Defaulter/Expelled members and public notice issued.

## **INVESTOR CHARTER - NSDL**

### 1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

### 2. Mission

- To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights.

### 3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (DPs), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link [https://nsdl.co.in/dpsch.php]

# 4. Description of services provided by the Depository through Depository Participants (DP) to investors

S. No.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
1.	Dematerialization of securities	7 days
2.	Rematerialization of securities	7 days
3.	Mutual Fund Conversion	5 days
4.	Re-conversion of Mutual fund units	7 days
5.	Transmission of securities	7 days
6.	Registering pledge request	15 days
7.	Closure of demat account	30 days
8.	Settlement Instruction	For T+1 day settlements, Participants shall accept instructions from the Clients, in physical form up to 4 p.m. (in case of electronic instructions up to 6.00 p.m.) on T day for pay-in of securities. For T+0 day settlements, Participants shall accept EPI instructions from the clients, till 11:00 AM on T day. Note: 'T' refers 'Trade Day'

(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include

S. No.	Type of Activity /Service	Brief about the Activity / Service
1.	Value Added Services	<ul> <li>Depositories also provide value added services such as</li> <li>(1) Basic Services Demat Account (BSDA)</li> <li>(2) Transposition cum dematerialization</li> <li>(3) Linkages with Clearing System</li> <li>(4) Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc.</li> </ul>



## **INVESTOR CHARTER - NSDL**

S. No.	Type of Activity /Service	Brief about the Activity / Service
2.	Consolidated Account statement (CAS)	CAS is issued within 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions).
3.	Digitalization of services provided by the depositories	Depositories offer below technology solutions and e- facilities to their demat account holders through DPs: a. E-account opening b. Online instructions for execution c. e-DIS / Demat Gateway d. e-CAS facility e. Miscellaneous services

### 5. Details of Grievance Redressal Mechanism :

(1) The Process of investor grievance redressal

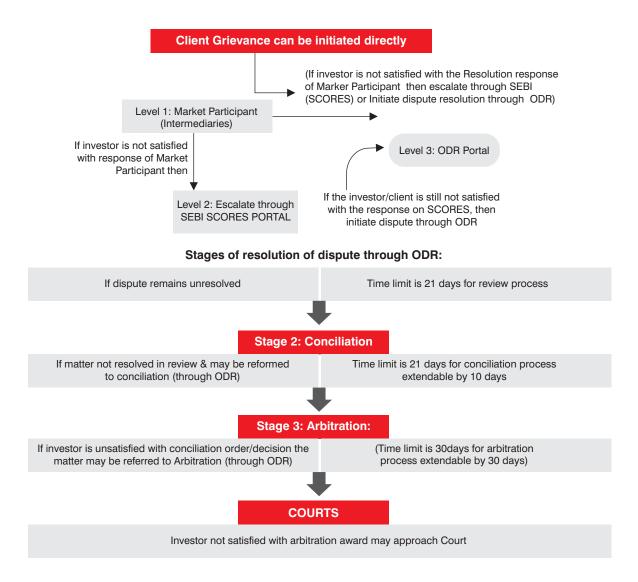
1.	Investor Complaint/Grievances	Investor can lodge complaint/ grievance against the Depository/DP in the following ways: <b>a. Electronic mode -</b> i. SCORES (a web based centralized grievance redressal system of SEBI) [https://scores.sebi.gov.in/] Two Level Review for complaint/grievance against DP: • First review done by Designated Body • Second review done by SEBI ii. Respective Depository's web portal dedicated for the filing of compliant [https://investor.nsdl.com/portal/en/home] iii. Emails to designated email IDs of Depository [relations@nsdl.com] <b>b. Offline Mode</b> The complaints/ grievances lodged directly with the Depository shall be resolved within 21 days.
2.	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by DP or other Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through by online conciliation or arbitration. [https://smartodr.in/register]
3.	Steps to be followed in ODR for Review Conciliation and Arbitration	<ul> <li>Investor to approach Market Participant for redressal of complaint</li> <li>If investor is not satisfied with response of Market Participant, he/she can escalate the complaint on SEBI SCORES portal.</li> <li>Alternatively, the investor may also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</li> </ul>



### **INVESTOR CHARTER - NSDL**

	<ul> <li>Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavour to resolve the matter between the Market Participant and investor within 21 days.</li> <li>If the matter could not be amicably resolved, then the Investor may request the MII to refer the matter case for conciliation.</li> <li>During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator.</li> <li>If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days.</li> </ul>
--	--

### 2.Illustration of New Grievance Redressal System



### 6. Guidance pertaining to special circumstances related to market activities: Termination of the Depository Participant

S. No.	Type of special circumstances	Timelines for the Activity/ Service
1.	<ul> <li>Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</li> <li>Participant surrenders the participation by its own wish.</li> </ul>	Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.

### 7. Dos and Don'ts for Investors

- 8. Rights of investors
- 9. Responsibilities of Investors
- **10. Code of Conduct for Depositories**
- **11. Code of Conduct for Participants**



### **INVESTOR CHARTER - CDSL**

### 1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

### 2. Mission

- To hold securities of investors in dematerialised form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors.
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to nhance Investor Protection and create awareness about Investor Rights.

### 3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (DPs), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link ps://www.cdslindia.com/DP/dplist.aspx

### Description of services provided by the Depository through Depository Participants (DP) to investors

S. No.	Brief about the Activity / Service	Expected Timelines for processing by the DP after receipt of proper documents
1.	Dematerialization of securities	7 days
2.	Rematerialization of securities	7 days
З.	Mutual Fund Conversion	5 days
4.	Re-conversion of Mutual fund units	7 days
5.	Transmission of securities	7 days
6.	Registering pledge request	15 days
7.	Closure of demat account	30 days
8.	Settlement Instruction	<ul> <li>For T+1 day settlement, Participants shall accept instructions from the Clients, in physical form up to 4 p.m. (in case of electronic instructions up to 6.00 p.m.) on T day for pay-in of securities.</li> <li>For T+0 day settlements, Participants shall accept EPI instructions from the clients, till 11:00 AM on T day. Note: 'T' refers 'Trade Day'</li> </ul>

(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include

S. No.	Type of Activity /Service	Brief about the Activity / Service
1.	Value Added Services	<ul> <li>Depositories also provide value added services such as</li> <li>(1) Basic Services Demat Account (BSDA)</li> <li>(2) Transposition cum dematerialization</li> <li>(3) Linkages with Clearing System</li> <li>(4) Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc.</li> </ul>



### **INVESTOR CHARTER - CDSL**

S. No.	Type of Activity /Service	Brief about the Activity / Service
2.	Consolidated Account statement (CAS)	CAS is issued within 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions).
3.	Digitalization of services provided by the depositories	Depositories offer below technology solutions and e- facilities to their demat account holders through DPs: a. E-account opening b. Online instructions for execution c. e-DIS / Demat Gateway d. e-CAS facility e. Miscellaneous services

### 5. Details of Grievance Redressal Mechanism :

(1) The Process of investor grievance redressal

1.	Investor Complaint/Grievances	Investor can lodge complaint/ grievance against the Depository/DP in the following ways: <b>a. Electronic mode -</b> i. SCORES (a web based centralized grievance redressal system of SEBI) [https://scores.sebi.gov.in/] Two Level Review for complaint/grievance against DP: • First review done by Designated Body • Second review done by SEBI ii. Respective Depository's web portal dedicated for the filing of compliant https://www.cdslindia.com/Footer/grievances.aspx iii. Emails to designated email IDs of Depository complaints@cdslindia.com <b>b. Offline Mode</b> The complaints/ grievances lodged directly with the Depository shall be resolved within 21 days.
2.	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by DP or other Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through by online conciliation or arbitration. SMART ODR - https://smartodr.in/login
3.	Steps to be followed in ODR for Review Conciliation and Arbitration	<ul> <li>Investor to approach Market Participant for redressal of complaint</li> <li>If investor is not satisfied with response of Market Participant, he/she can escalate the complaint on SEBI SCORES portal.</li> <li>Alternatively, the investor may also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration.</li> <li>Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavour to resolve the matter between the Market Participant and investor within 21 days.</li> </ul>



### **INVESTOR CHARTER - CDSL**

	<ul> <li>If the matterr could not be amicably resolved, then the Investor may request the MII to refer the matter case for conciliation.</li> <li>During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator.</li> <li>If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</li> <li>The arbitration process to be concluded by arbitrator(s) within 30 adays, which is extendable by 30 days.</li> </ul>
--	---

#### 6. Guidance pertaining to special circumstances related to market activities: Termination of the Depository Participant

S. No.	Type of special circumstances	Timelines for the Activity/ Service
2.	<ul> <li>Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges.</li> <li>Participant surrenders the participation by its own wish.</li> </ul>	Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.

### 7. Dos and Don'ts for Investors

### 8. Rights of investors

- 9. Responsibilities of Investors
- 10. Code of Conduct for Depositories
- 11. Code of Conduct for Participants



# MANDATORY & NON-MANDATORY DOCUMENT BOOKLET AND DECLARATION FOR OPENING TRADING AND DEMAT ACCOUNT

#### NJ INDIAINVEST PRIVATE LIMITED,

Block No.901 & 902, 6th Floor, 'B' Tower, Udhna Udyog Nagar Sangh Commercial Complex, Central Road No. 10, Udhna, Surat - 394210, Gujarat.

- 1. I/We am/are desirous of opening the trading and demat account with NJ India Invest Private Limited in the process of executing client registration documents relating to the opening of trading and demat account.
- 2. I/We have furnished all the details required in the Account opening form as per SEBI/Exchange/DP requirements. I/We confirm having received, read & understood the contents of the Mandatory and Non-Mandatory documents. I/We agree that the Mandatory and Non-Mandatory document contains following:

a)	Instructions for Demat Account
b)	Instructions for Trading Account
C)	Details & Checklist for Trading and Demat Account
d)	Most Important Terms and Conditions (MITC)
e)	Rights and Obligations of the parties prescribed by SEBI and Stock exchanges.
f)	Internet & Wireless Technology based Trading facility provided by Stock Brokers to Clients
g)	Uniform Risk Disclosure Documents (RDD) prescribed by SEBI and Stock exchanges detailing risk associated with dealing in the securities market
h)	Proprietary Trade Declaration
i)	Guidance note detailing Do's and Don'ts for trading on Stock exchanges, for the education of the investors
j)	Policies and Procedures - Document describing significant policies and procedures of the Stock Broker
k)	Information on Anti Money Laundering for educating Clients
I)	Voluntary Clauses – Enabling clauses to provide services customized to suit Client's needs and improve service delivery
m)	Terms and Conditions for receiving SMS Alert from CDSL
n)	Terms and Conditions for receiving SMS Alert from NSDL
0)	Terms and Conditions for availing Transaction using Secured Texting (TRUST) service offered by CDSL
p)	Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories
q)	I.Investor Charter - Stock Broker ii.Investor Charter - NSDL iii.Investor Charter - CDSL
r)	Mandatory and Non-Mandatory Document Booklet and Declaration

- 3. I/We understand and agree that any amendment/modifications as required by the exchanges/DP and/or regulators will be applicable to me/us at all point of time and I/We understand that these changes will be intimated to me/us.
- 4. I/We understand that the Mandatory and Non-Mandatory document is in accordance of the exchanges a nd/or SEBI/DP requirements applicable for opening Trading and Demat Account.
- 5. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We agree and undertake to inform you of any change(s) therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.



# MANDATORY & NON-MANDATORY DOCUMENT BOOKLET AND DECLARATION FOR OPENING TRADING AND DEMAT ACCOUNT

- 6. I/We confirm having read and understood the contents of the document on policy and procedures of the stock broker and tariff sheet.
- 7. I/We further confirm having read and understood the contents of the "Most Important terms and conditions" outlined in this document.
- 8. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for information on the stock broker's designated website, if any
- 9. I/We have read and understood the Rights and Obligations of the Beneficial Owner and Depository Participant and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time.
- 10. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations.

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



www.njwealth.in



FINANCIAL PRODUCTS DISTRIBUTORS NETWORK Head Office: NJ India Invest Private Limited, Block No. 901 & 902, 6th Floor, 'B' Tower, Udhna Udyog Nagar Sangh Commercial Complex, Central Road No. 10, Udhna, Surat - 394 210, Gujarat.
Phone: 91 261 4025500 | Website: www.njwealth.in | CIN: U67120GJ2000PTC037674
SEBI Reg No - BSE, NSE & ICEX: INZ000213137, SEBI Reg No - CDSL & NSDL: IN-DP-14-2015
Processing Centre: Plot No. 232, Ground Floor and First Floor, Silvassa Commercial Complex, Tokarkhada, Silvassa - 396 230 | Mo.: 9909042468 | Email: dpservices@njgroup.in