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Mandatory Section

PROOF OF ADDRESS (Any One)

- ELECTRICITY BILL LANDLINE TELEPHONE BILL BANK STATEMENT / PASSBOOK
- AGREEMENT FOR SALE

FINANCIAL DETAILS

- ANNUAL INCOME RANGE (INR) < 1 LACS 1-5 LACS 5-10 LACS
 10-15 LACS 15-25 LACS > 25 LACS

NATURE OF BUSINESS [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]
 (Products/services provided)

INVESTMENT / TRADING DETAILS

- NO EXPERIENCE ___ YEARS IN STOCKS ___ YEARS IN DERIVATIVES
 ___ YEARS IN OTHER INVESTMENT RELATED FIELDS

STOCK EXCHANGES ON WHICH YOU WISH TO TRADE BSE NSE
 MARKET SEGMENTS IN WHICH YOU WISH TO TRADE CASH F&O CURRENCY DERIVATIVES

Whether registered with any other Broker-member (If registered with multiple members, provide all details)

NAME OF BROKER _____

NAME OF EXCHANGE _____ CLIENT CODE NO. _____

Details of Regulatory Actions against Client:

Details of any action taken by SEBI/Stock Exchange/any other authority for violation of other securities law/
 other economic offences specifically indicating any action taken during the previous three years

Date :

Place : (1) ↻

 Authorised Signatory (with seal)

BANK ACCOUNT DETAILS

1. BANK NAME [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]
 ACCOUNT NO. [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |] BRANCH [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]
 ADDRESS [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]
 [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |] PIN [| | | | | |]
 CITY [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |] STATE [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |] COUNTRY [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]
 MICR CODE [| | | | | | | | | |] NEFT IFSC CODE [| | | | | | | | | | | | | | | | | | | | | |]
 ACCOUNT TYPE: SAVINGS CURRENT OTHERS [| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |]

- THE ABOVE BANK ACCOUNT WILL BE
- CAPTURED IN NSDL SYSTEM
 - DEFAULT FOR DIVIDEND RECEIPTS AND TRADING PAYOUTS

STANDING INSTRUCTIONS

I/We authorise you to receive credits automatically into my/our account Yes No
Accounts to be operated through Power of Attorney (POA) Yes No

MODE OF OPERATION

(In case of joint holdings, all the holders must sign)

Any one singly Jointly by

As per resolution _____

Others (please specify) _____

INTRODUCTION

(by an existing account holder / applicant's bank)

DP ID No.: IN303719 Client ID No.: _____ (Incase of existing account holder)

I confirm the identity and address of the applicant(s)

Name : _____

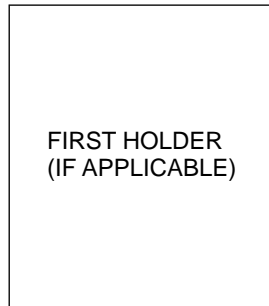
Signature of Introducer/
Signature and Seal incase of Bank
(To be verified by Demat Official)

DECLARATION

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me / us and I / We have understood the same and I / We agree to abide by and to be bound by rules as are in force from time to time for such accounts. I / We also declare that the particulars given by me / us are true to the best of my / our knowledge as on the date of making such application. I / We further agree that any false / misleading information given by me or suppression of any material fact will render my / our account liable for termination and further action.

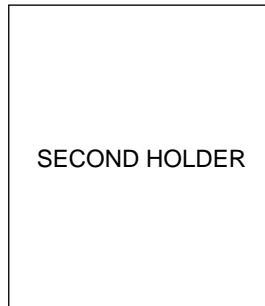
Enclosed a Board Resolution for Athorised Signatory:

Please attach recent passport size photograph in the space provided below:



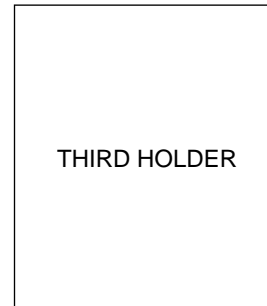
(4)➡

Sign across



(1)➡

Sign across



(1)➡

Sign across

	NAME(S) OF HOLDER(S)	SIGNATURE(S) (To be signed in presence of staff)
FIRST HOLDER		(5)➡
SECOND HOLDER		(2)➡
THIRD HOLDER		(2)➡

IN PERSON VERIFICATION

DP Name : Edelweiss Broking Ltd. / DPID:IN303719

IPV through WEBCAM

VERIFIER'S NAME _____ EMP CODE _____ DESIGNATION _____

SIGN _____ PLACE _____ DATE _____

DETAILS OF DIRECTORS / WHOLE TIME DIRECTORS / PARTNERS / KARTA/AUTHORISED SIGNATORIES / INDIVIDUAL PROMOTERS HOLDING 5% OR MORE, EITHER DIRECTLY OR INDIRECTLY, IN THE SHARE HOLDING OF THE COMPANY

Name Designation Address Annual Income Range (INR) Income Tax PAN No.	_____ _____ _____ _____ Tel. No. _____ Mobile _____ < 1LAC 1-5 LACS 5-10 LACS 10-25 LACS > 25 LACS _____ Partner / Karta / Director / Whole Time Director / Authorised Signatory (Strike out whichever is not applicable)	Affix Recent Photograph Sign across the Photograph (Specimen Signature)
Name Designation Address Annual Income Range (INR) Income Tax PAN No.	_____ _____ _____ _____ Tel. No. _____ Mobile _____ < 1LAC 1-5 LACS 5-10 LACS 10-25 LACS > 25 LACS _____ Partner / Karta / Director / Whole Time Director / Authorised Signatory (Strike out whichever is not applicable)	Affix Recent Photograph Sign across the Photograph (Specimen Signature)
Name Designation Address Annual Income Range (INR) Income Tax PAN No.	_____ _____ _____ _____ Tel. No. _____ Mobile _____ < 1LAC 1-5 LACS 5-10 LACS 10-25 LACS > 25 LACS _____ Partner / Karta / Director / Whole Time Director / Authorised Signatory (Strike out whichever is not applicable)	Affix Recent Photograph Sign across the Photograph (Specimen Signature)
Name Designation Address Annual Income Range (INR) Income Tax PAN No.	_____ _____ _____ _____ Tel. No. _____ Mobile _____ < 1LAC 1-5 LACS 5-10 LACS 10-25 LACS > 25 LACS _____ Partner / Karta / Director / Whole Time Director / Authorised Signatory (Strike out whichever is not applicable)	Affix Recent Photograph Sign across the Photograph (Specimen Signature)

Pls use separate sheets if the authorized personals for Trading and Demat Accounts are different.
 Signature Verified by
 For

Managing Director / Company Secretary / Whole Time Director

AGREEMENT BETWEEN STOCK BROKER AND CLIENT- BSE CASH

This agreement ("Agreement") is made and executed at Chennai this..... (7)☞
day of 20..... between **M/s. Edelweiss Broking Limited** a body (Authorised Signatory)
corporate, registered /incorporated under the provision of the Companies Act, 1956,
being a member of Bombay Stock Exchange Limited (hereinafter called "the
Exchange"), and having its registered office at 2nd Floor, MB Towers, Plot No. 5, Road
No. 2, Banjara Hills, Hyderabad - 500 034 and corporate office at 14th Floor, Express
Towers, Nariman Point, Mumbai - 400 021. (hereinafter called "the Stock Broker")
which expression shall, unless repugnant to the context or meaning thereof, be deemed
to mean and include itself in the capacity of a Stock Broker while trading in the cash and
derivatives segments, his/her/its heirs, executors, administrator and legal
representatives / the partners for the time being of the said firm, the survivors of them
and their respective heirs, executors, administrator and legal representatives / its
successor, as the case may be, of the One Part; And Mr./Ms/M/s _____
_____, an individual/a sole
proprietary concern/a partnership firm/a limited liability partnership firm/a body (8)☞
corporate, registered/incorporated, under the provisions of the Indian Partnership Act, (Authorised Signatory)
1932/the Limited Liability Partnership Act, 2008/the Companies Act, 1956 / a Hindu
(Client Signature) Undivided Family acting through its Karta Mr. _____
_____./ (Other) _____
Having his/her/its residence/registered office at _____

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

Whereas the Stock Broker is registered as the Stock Broker of the Exchange with
SEBI registration number INB 011311637 in the Capital Market Segment.
Whereas the Client is desirous of investing/trading in those securities / contracts/
other instruments admitted to dealings on the Exchange as defined in the Rules,
Bye-Laws and Regulations of the Exchange and circulars issued thereunder from
time to time.

Whereas the Client has satisfied itself of the capacity of the Stock Broker to deal
in securities and / or deal in derivatives contracts and wishes to execute its orders
through the Stock Broker and the Client shall from time to time continue to satisfy
itself of such capability of the Stock Broker before executing orders through the
Stock Broker.

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


Whereas the Stock Broker has taken steps and shall take steps to make the Client
aware of the precise nature of the Stock Broker's liability for business to be
conducted, including any limitations, the liability and the capacity in which the Stock
Broker acts; and

Whereas the Stock Broker and the Clients agree to be bound by all the Rules, Bye-
Laws and Regulations of the Exchange and circulars issued thereunder and Rules
and Regulations of SEBI and relevant notifications of Government authorities as
may be in force from time to time.

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

1. The Client agrees to immediately notify the Stock Broker in writing if there is any
change in the information in the 'client registration form' provided by the Client to the
Stock Broker at the time of opening of the account or at any time thereafter. (9)☞
(Authorised Signatory)

2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risks involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risk and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The client agrees to pay to the Stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock Broker renders to the Client. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the Exchange/ SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), the Stock Broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the Client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation / closing - out shall be charged to and borne by the Client.
6. The Stock Broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Stock Broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules / Regulations/ Bye laws and circulars.
7. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filled or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The Stock Broker agrees to inform the Client and keep him apprised about trading /settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules /procedures of the Exchange.
9. In the event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, Stock Broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
11. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of this Agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
12. The Stock Broker shall ensure due protection to the Client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities.

(10) 
(Authorised Signatory)

13. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant Stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s) Partner(s)/ Proprietor as the case may be, shall also be communicated to the Exchange.
16. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. In pursuance of SEBI Circular No. SEBI/MRD/SE/ Cir-42/2003 dated November 19, 2003, with a view to increase the transparency in the dealings between the trading member and their Clients, all trading members are required to disclose to his clients whether they do Client based business or proprietary trading as well. In this connection, the Stock Broker wishes to inform that besides transacting on behalf of Clients, they also transact on their own/proprietary account.
19. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-Laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye-Laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of the Exchange and the circulars issued thereunder.
20. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client In accordance with the letter authorizing the said representative to deal on behalf of the said Client.
21. Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the Client shall ipso facto stand cancelled.
22. This Agreement shall forthwith terminate; if the Stock Broker for any reason ceases to be a member of the Exchange including cessation of membership by reason of the Stock Broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
23. The Stock Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this Agreement shall continue to subsist and vest in / be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
24. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
25. Words and expressions which are used in this Agreement, but which are not defined herein shall , unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder.
26. The provisions of this Agreement shall always be subject to Government notifications, any Rules, Regulations, guidelines and circulars issued by SEBI and Rules, Bye-Laws and Regulations of the Exchange that may be in force from time to time.
27. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Stock Broker may so disclose information about its/his Client to any person or authority with the express permission of the Client.

(11) 

(Authorised Signatory)

This Agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such changes shall be deemed to have been incorporated herein in modification of this rights and obligations of the parties mentioned in this Agreement. Provided further that the Stock Broker may communicate any changes to the agreement in writing or by electronic form to the client. Such changes are binding upon the client if no objection has been received by the Stock Broker within 30 days from the date of such communication.

A separate set of voluntary Terms and Conditions has been attached to this agreement as Annexure A. These Terms and Conditions lay down the general terms and conditions of business between the Client and the Stock Broker and are essential for smooth functioning of various facilities provided by the Stock Broker to the Client as also contain clauses which are incidental to the services offered by the Stock Broker. If the Client, wishes not to accept and sign the Terms and Conditions, may choose not to do so.

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

	Client	Stock Broker
Name		Edelweiss Broking Ltd.
Signature	(12) ☺	Authorised Signatory
Witness (first) Signature	(2) ☒	
Name and Address		

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

AGREEMENT BETWEEN STOCK BROKER AND CLIENT- NSE CASH, F&O AND CDS

This agreement ("Agreement") is made and executed at Chennai this..... day of 20..... between **M/s. Edelweiss Broking Limited** a body corporate, registered /incorporated under the provision of the Companies Act, 1956, being a member of National Stock Exchange of India Limited (hereinafter called "the Exchange"), and having its registered office at 2nd Floor, MB Towers, Plot No. 5, Road No. 2, Banjara Hills, Hyderabad - 500 034 and corporate office at 14th Floor, Express Towers, Nariman Point, Mumbai - 400 021. (hereinafter called "the Stock Broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a Stock Broker while trading in the cash and derivatives segments, his/her/its heirs, executors, administrator and legal representatives / the partners for the time being of the said firm, the survivors of them and their respective heirs, executors, administrator and legal representatives / its successor, as the case may be, of the One Part; And Mr./Ms/M/s_____

(20) _____
(Authorised Signatory)

_____, an individual/a sole proprietary concern/a partnership firm/a limited liability partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Limited Liability Partnership Act, 2008/the Companies Act, 1956 / a Hindu (Client Signature) Undivided Family acting through its Karta Mr. _____
_____/ (Other) _____

(21) _____
(Authorised Signatory)

Having his/her/its residence/registered office at _____

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

Whereas the Stock Broker is registered as the Stock Broker of the Exchange with SEBI registration number INB 231311631 in the Capital Market Segment, INF 231311631 in the Future & Options Segment and INE 231311631 in the Currency Derivatives Segments.

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

Whereas the Client has satisfied itself of the capacity of the Stock Broker to deal in securities and / or deal in derivatives contracts and wishes to execute its orders through the Stock Broker and the Client shall from time to time continue to satisfy itself of such capability of the Stock Broker before executing orders through the Stock Broker.

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

Whereas the Stock Broker has taken steps and shall take steps to make the Client aware of the precise nature of the Stock Broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Stock Broker acts; and

Whereas the Stock Broker and the Clients agree to be bound by all the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

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

(22) _____
(Authorised Signatory)

2. The Stock Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that :
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risks involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risk and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The client agrees to pay to the Stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock Broker renders to the Client. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the Exchange/ SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), the Stock Broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the Client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation / closing - out shall be charged to and borne by the Client.
6. The Stock Broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Stock Broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules / Regulations/ Bye laws and circulars.
7. The Client agrees to immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filled or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The Stock Broker agrees to inform the Client and keep him apprised about trading /settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules /procedures of the Exchange.
9. In the event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, Stock Broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
11. The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of this Agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
12. The Stock Broker shall ensure due protection to the Client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities.

(23) 

(Authorised Signatory)

13. The Client and the Stock Broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The Stock Broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant Stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s) Partner(s)/ Proprietor as the case may be, shall also be communicated to the Exchange.
16. The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The Stock Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. In pursuance of SEBI Circular No. SEBI/MRD/SE/ Cir-42/2003 dated November 19, 2003, with a view to increase the transparency in the dealings between the trading member and their Clients, all trading members are required to disclose to his clients whether they do Client based business or proprietary trading as well. In this connection, the Stock Broker wishes to inform that besides transacting on behalf of Clients, they also transact on their own/proprietary account.
19. The Stock Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-Laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Bye-Laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of the Exchange and the circulars issued thereunder.
20. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client.
21. Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the Client shall ipso facto stand cancelled.
22. This Agreement shall forthwith terminate; if the Stock Broker for any reason ceases to be a member of the Exchange including cessation of membership by reason of the Stock Broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
23. The Stock Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this Agreement shall continue to subsist and vest in / be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
24. In addition to the specific rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other rights which the Stock Broker or the Client may have under the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
25. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder.
26. The provisions of this Agreement shall always be subject to Government notifications, any Rules, Regulations, guidelines and circulars issued by SEBI and Rules, Bye-Laws and Regulations of the Exchange that may be in force from time to time.
27. The Stock Broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Stock Broker may so disclose information about its/his Client to any person or authority with the express permission of the Client.

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This Agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such changes shall be deemed to have been incorporated herein in modification of this rights and obligations of the parties mentioned in this Agreement. Provided further that the Stock Broker may communicate any changes to the agreement in writing or by electronic form to the client. Such changes are binding upon the client if no objection has been received by the Stock Broker within 30 days from the date of such communication.

A separate set of voluntary Terms and Conditions has been attached to this agreement as Annexure A. These Terms and Conditions lay down the general terms and conditions of business between the Client and the Stock Broker and are essential for smooth functioning of various facilities provided by the Stock Broker to the Client as also contain clauses which are incidental to the services offered by the Stock Broker. If the Client, wishes not to accept and sign the Terms and Conditions, may choose not to do so.

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

	Client	Stock Broker
Name		Edelweiss Broking Ltd.
Signature	(25) ↻	Authorised Signatory
Witness (first) Signature	(4) ✕	
Name and Address		

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

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH SEGMENT/ FUTURES & OPTIONS SEGMENT AND CURRENCY DERIVATIVES SEGMENT

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE")/ The Stock Exchange, Mumbai (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities, F&O and Currency Derivatives Segments of NSE / BSE* All prospective constituents should read this document before trading on Capital Market/Cash Segment, F&O or Currency Derivatives 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 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 the extent of your exposure to risk. You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/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 inter alia include your filling the know your client form, client registration form, execution of an agreement,

* Wherever applicable

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 (EQUITY AND OTHER INSTRUMENTS)

1.1 RISK OF HIGHER VOLATILITY :

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

1.2 RISK OF LOWER LIQUIDITY

Liquidity refers to the ability market participants to buy and/or sell securities / contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / contracts. As a result, your order may only be partially executed, or may be

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executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result in losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to be 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/ contracts. This in turn will hamper better price formation.

1.4 RISK-REDUCING ORDERS

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

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

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

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

1.5 Risk of News Announcements :

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

1.6 Risk of Rumours:

Rumours about companies 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 he market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

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

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

1.8. System/Network Congestions:

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.

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Version III

2.1 Effect or “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 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 suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such condition, 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. Risk of option holders

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

2.3. Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant, A spread position is not necessarily less risky than a simple ‘long’ or ‘short’ position.
3. Transactions that involve buying and writing 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, the consult with someone who is experienced knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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3. Currency specific risks

- 3.1 The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 3.2 Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- 3.3 Currency prices are highly volatile. Price movements for currency 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.

4. GENERAL

4.1 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 you affect your net profit (if any) or increase your loss.

4.2 Deposited cash and property

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

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

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

4.5 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 registrations certificate as a stock broker from SEBI. I/We hereby acknowledge that I/We have received and understood his risk disclosure statement and Annexure-1 containing my rights and obligations.

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INVESTORS' RIGHTS AND OBLIGATIONS : ANNEXURE-1

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firms insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Byelaws / Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3 Any disputes with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per Rules, Byelaws/Regulations of NSE/BSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members and given a registration no., Which may be verified from SEBI. The details of all members of NSE/ BSE and whether they are enabled to trade may be verified from NSE/BSE website (www.nseindia.com/ www.bseindia.com)
- 1.3.2. Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or passport or driving Licence s or Voters Id or Ration Card, Bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangement with the member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract notes contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not received contract note in a next working day or at a mutually agreed time, please get in touch with Investor Grievance Cell of NSE/BSE, without delaying.
- 1.3.7. Facility of trade Verification is available on NSE/BSE website ([www.nseindia.com /](http://www.nseindia.com/) www.bseindia.com). Where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the investors Grievance Cell of NSE/BSE.
- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9 In case pay out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation / Clearing House, please

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follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.

1.3.10 Every member is required to send a complete Statement of Accounts for both fund and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt there of to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell for NSE/BSE, without delaying.

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

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

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

1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors Protection Fund (IPF) may be payable first out of the amount vested in the Committee for settlement is of claims against defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter /expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes:

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

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Date :

MANDATORY

POLICIES AND PROCEDURES

(Reference para 8 of SEBI Circular No. MIRSD/SE/CIR-19/2009 dated
December 03,2009

A. Refusal of orders penny stocks etc.

The stock broker may at his discretion refuse to execute any buy or sell on behalf of the client including but not restricted to dealings in penny stocks, illiquid stocks, infrequently traded stocks/ contract etc if the stock Broker is of the view that such execution would adversely affect market integrity or give rise to regulatory / disciplinary actions/ concerns. The penny stock would mean any stock trading at a price less than Rs. 10 or at a price less than the face value or any other stock specified by the Regulatory Body/Stock Exchange as such or which are appearing in the list of illiquid securities issued by the Exchanges every month. In general terms, a is a low-priced, speculative security or a very small company, regardless of market capitalization.

B. Setting up client's exposure limits

The Stock Broker may at his discretion permit/allow such exposure limit for trading by Client as he deems fit. Such exposure limit may operate specific to a security or contract and/or on an aggregate basis whether on the buy or the sell side, based on the Stock Broker's assessment of the associated risks having due regard to all relevant factors. Further, the Stock Broker may modify, change or alter such limit or the conditions attached thereto from time to time as may be deemed fit.

C. Brokerage Rates

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

D. Imposition of penalty/Delayed Payment Charges:

The Client shall pay the Stock Broker brokerage, commission, fees, account opening/ maintenance charges, charges for availing research reports, charges for availing special facility for mobile broking / SMS facility or any other charges for the special services/ facilities availed by the Client, inter settlement charges, auction charges, penalties levied by the exchanges for client limit violation, charges for dishonour of cheque(s) given by the client, statutory levies, service tax, and other taxes and trade/transaction expenses including inter alia depository charges, settlement charges etc. as are applicable from time to time. If the Client fails to make payment of the amount due within the time frame specified by the Bye-laws, Rules and Regulations of the Exchange and/or as per the policy of the Stock Broker, Stock Broker shall be entitled to levy such charges by way of penalty or delayed payment charges not exceeding 18% per annum on amount due as the Stock Broker may deem fit and to directly debit the same to the Client account. The Client authorizes the Stock Broker to set off a part or whole of the collateral/ ledger balances i.e. By way of appropriation of the relevant amount of cash or by way of sales or transfer of all or some of the securities, without notice, or invoke the pledged shares placed as margin/collateral with the Stock Broker, and /or any credit in any account of the Client in any of the segment of the Stock Exchange, against the outstanding/dues, to the extent of settlement / margin obligation, in the account of the Client for any segment of the Stock Exchanges. The adjustment, so done, shall be by way of a passing necessary journal voucher entries. Further, the Stock Broker agrees to pay penalty charges not exceeding 18% Per annum on amount due to the client if the same is not refunded to the client in time after receipt of pay out request from the Client.

E. The Right to sell Client's securities or to close Client's positions without notice to Client

If a client fails to make payment of consideration to the Stock Broker in respect of any one or more securities purchased by him before the pay-in date notified by the Exchange from time to time, the Stock Broker shall be at liberty to sell / liquidate the securities received in pay-out, as per the policy of the Stock Broker, after taking into account any amount lying to the credit of the Client. The loss, if any on account of liquidation shall be to the account of the Client. Without prejudice to the Stock Broker's other rights the Stock broker shall be entitled to liquidate/close out all or any of the Client's positions, without giving notice to the Client, for non-payment of margins or other amounts, outstanding debts, etc. Any and all losses and financial charges on account of such liquidation/ closing-out shall be charged to and borne by the Client.

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

If the Client fails to deliver any one or more securities to the pool account of the Stock Broker in respect of the securities sold by him which turns out to be an internal position, before the pay-in date notified by the Exchange from time to time, such undischarged obligation in relation to delivering, any one or more securities shall be purchased on his behalf by the Stock Broker. However, in case for any reason, whatsoever the Stock broker is unable to buy such quantity the outstanding obligation of the Client shall be subject to close out procedures as defined by the Exchange from time to time. The loss, if any, on account of the close out shall be to the account of the Client.

G. Conditions under which Client may not be allowed to take further position or the Stock Broker may close the existing position of the Client

The Stock Broker may at any time at his discretion disallow the Client from creating further/fresh position in any segment on any exchange or close out any existing position of the Client based on his risk assessment or if so directed by any government / regulatory stock exchange authority.

H. Temporary Suspension /Closure of a client's Account

The stock Broker shall if so required in writing by the Client temporarily suspend/ disable trading in the Client's account unless so required for the purpose of closing of transactions referred to in (e *) and (g *) above and maintain such suspension/disablement till such time the Client makes a specific request in that regard.

I. Deregistration of a Client

The Stock Broker may at any time, as it considers necessary in its sole discretion and shall be entitled, at his absolute discretion to not to allow the Client to trade, unless such Client provides margins to the extent as may be specified by the Stock Broker considering the risk factor.

The Stock Broker shall be entitled to suspend or terminate this agreement without prior notice if

1. The Client has breached this Agreement:
2. Upon the death, winding up, bankruptcy, liquidation or legal incapacitation of the Client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant Regulator/Authority including without limitation SEBI:
3. The Client fails to maintain the Bank Account and/or the Securities Account (Or any replacement thereof)
4. The Client has misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise.
5. Any proceedings or investigations that involve the Client or his/its properties have been initiated or is ongoing.
6. The client fails to fulfill his/its payment obligations under this Agreement or otherwise due to the Stock Broker;

7. The Client has violated the Applicable law particularly the securities Law and Bye-laws, Rules and Regulations of the respective Stock Exchanges on which the Client trades,
8. If the client migrates to a jurisdiction which prohibits trading in Indian securities or otherwise subjects the Stock Broker or any of its employees to any licensing or registration requirements.

J. Inactive Accounts

A Trading Account is which no trades are done across in any segment of any exchange for Ninety days would be termed as "Inactive" or "Dormant" trading account. The Stock Broker does not freeze any "Inactive" or "Dormant" trading account. However, any trade emanating from such trading accounts pursuant to the same being classified as "Inactive" or "Dormant" trading account would be subject to necessary due diligences and confirmations as the Stock Broker may deem fit.

Upon termination of this agreement all other agreements, annexure and writings supplementing this Agreement entered into and between the Parties shall stand terminated.

The Parties to this Agreement shall be entitled to terminate this Agreement or any part thereof without giving any reasons to the other Party, after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his /its respective heirs, executors, administrators, legal representative or successors , as the case may be.

(39) _____
(Authorised Signatory)

Date :

The information is sought under the Prevention of Anti Money Laundering Act, 2002, the rules notified there under and SEBI and Exchange Guidelines issued on Anti Money Laundering

FINANCIAL STATUS AND OTHER DETAILS

a. Annual Income (Last 3 years from the date of the opening of this account)

1st Year :

- upto Rs. 1 lakhs Rs. 1 lakhs to Rs. 2 lakhs Rs. 2 lakhs to Rs. 5 lakhs Rs. 5 lakhs to Rs.10 lakhs Rs. 10 lakhs to Rs. 25 lakhs Rs. 25 lakhs 50 lakhs Rs. 50 lakhs to Rs. 1 crore
 Rs. 1 crore and above

2nd Year :

- upto Rs. 1 lakhs Rs. 1 lakhs to Rs. 2 lakhs Rs. 2 lakhs to Rs. 5 lakhs Rs. 5 lakhs to Rs.10 lakhs Rs. 10 lakhs to Rs. 25 lakhs Rs. 25 lakhs 50 lakhs Rs. 50 lakhs to Rs. 1 crore
 Rs. 1 crore and above

3rd Year :

- upto Rs. 1 lakhs Rs. 1 lakhs to Rs. 2 lakhs Rs. 2 lakhs to Rs. 5 lakhs Rs. 5 lakhs to Rs.10 lakhs Rs. 10 lakhs to Rs. 25 lakhs Rs. 25 lakhs 50 lakhs Rs. 50 lakhs to Rs. 1 crore
 Rs. 1 crore and above

b. Networth Details (as on the date of account opening)

- upto Rs. 1 lakhs Rs. 1 lakhs to Rs. 2 lakhs Rs. 2 lakhs to Rs. 5 lakhs Rs. 5 lakhs to Rs.10 lakhs Rs. 10 lakhs to Rs. 25 lakhs Rs. 25 lakhs 50 lakhs Rs. 50 lakhs to Rs. 1 crore
 Rs. 1 crore and above

c. Please tick mark the additional applicable category to you

- Non resident client
 High net-worth client (having annual income + networth of more than Rs. 1 crore)
 Trust,Charities NGOs and organizations receiving donations,
 Company having close family shareholdings or beneficial ownership
 Civil Servant or family member or close relative of civil servant
 Bureaucrat or family member or close relative of bureaucrat
 Current or Former MP or MLA or MLC or their family member or close relative
 Politician or their family member or close relative
 Current or Former Head of State or of Governments or their family member or close relative
 Senior government/judicial/ military officers or their family member or close relative
 Senior executives of state-owned corporations or their family member or close relative
 Companies offering foreign exchange offerings
 None of the above

Client Name :

(40) ➡

(Authorised Signatory)

AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT

This agreement made and entered into this _____ day of _____ (41) between _____ situated at _____

(hereinafter called "the Client") and **Edelweiss Broking Ltd.** Having its Registered Office at 2nd Floor, MB Tower, Plot No. 5, Banjara Hills, Hyderabad - 500 034 and its Corporate Office at 14th Floor, Express Towers, Nariman Point, Mumbai - 40 021 (hereinafter called "the Depository Participant"). (42)

NOW THEREFORE in consideration of the Depository Participant having agreed to open an account for the Client, both the parties to the agreement hereby covenant and agree as follows:

- 1) The Client shall pay such charges to the Depository Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Depository Participant and the Client as set out in Schedule A. The Depository Participant shall reserve the right to revise the charges by giving not less than thirty days notice in writing to the Client. (43)
- 2) The Client shall have the right to get the securities which have been admitted on the Depository dematerialised in the form and manner laid down under the Bye-laws and Business Rules. The Depository Participant further undertakes that shall not create or permit to subsist any mortgage, charge or other encumbrance over all or any of such securities submitted for dematerialisation except on the instructions of the Client.
- 3) The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialised form with the Depository and shall not commingle the same with the securities held in dematerialised form on behalf of the Client.
- 4) The Depository Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client and that the Depository Participant shall maintain adequate audit trail of such authorization.
- 5) The Depository Participant agrees that the Client may give standing instructions with regard to the crediting of securities in his account and the Depository Participant shall act according to such instructions.
- 6) The Depository Participant undertakes to provide a transaction including statement of accounts, if any, to the Client at monthly intervals unless the Depository Participant and the Client have agreed for provision of such statements at shorter intervals. However, if there is no transaction in the account then the Depository Participant shall provide such statements to the Client atleast once a quarter.
- 7) The Depository Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Depository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Depository. Similarly, the Client shall have the right to terminate this agreement and closed his account held with the Depository Participant provided no charges are payable by him to the Depository Participant. In such an event, the Client shall specify whether the balances in its account should be transferred to another account of the Client

(44)

Authorised Signatory

held with another Depository Participant or to rematerialise the security balance held. Based on the instructions of the Client, the Depository Participant shall initiate the procedure for transferring such security balances or rematerialise such security balances within a period of thirty days, as per the procedure laid down in the Bye-Laws and Business Rules. Provided further, termination of this agreement shall not affect the rights, liabilities and obligations of either party and shall continue to bind the parties to their satisfactory completion.

- 8) On the failure of the Client to pay the charges as laid out in Clause (1) of this agreement within a period of thirty days from the date of demand, Depository Participant shall terminate this agreement and close the account of the Client by requiring it to specify whether the balances in its account be transferred to the account of the Client held with another Depository Participant or be rematerialised in the manner specified in the Bye Laws and Business Rules.
- 9) The Client further agrees that in the event of the Client committing a default in the payment of any of the amount provided in Clause (1) within a period of thirty days from the date of demand, without prejudice to the right of the Depository Participant to close the account of the Client, the Depository Participant may charge interest @ not more than 24% p.a. or such other rate as may be specified by the Executive Committee from time to time for the period of such default. In case the Client has failed to make the payment of any of the amounts as provided in Clause (1) of this agreement, the Depository Participant shall have the right to discontinue the Depository services till such time he makes the payment along with interest, if any after giving two days notice to the Client.
- 10) The Depository Participant shall have a right to provide such information related to the client's account as may be requested by the National Securities Depository Limited from time to time.
- 11) The Client shall have the right to create a pledge of the securities held in the dematerialised form with the Depository Participant only in accordance with the procedure and subject to the restrictions laid down under the Bye laws and Business Rules.
- 12) The Depository Participant shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties from taxes, and other governmental charges in respect of securities credited to the Clients account.
- 13) The Client may exercise the right to freeze his account maintained with the Depository Participant so as to lock the securities held with the Depository Participant in accordance with the procedures prescribed in the Bye Laws and Business Rules.
- 14) The Client may exercise the right to defreeze his account maintained with the Depository Participant in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
- 15) The Client shall notify the Depository Participant, within seven days, of any change in the details set out in the application form submitted to the Depository Participant at the time of opening the account or furnished to the Depository Participant from time to time.
- 16) The Depository Participant undertakes to resolve all legitimate grievances of the Client against the Depository Participant within a period of thirty days.
- 17) The Depository Participant and the Client shall abide by the arbitration and conciliation procedure prescribed under the Bye Laws of National Securities Depository Limited and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
- 18) The Depository Participant and the Client further agree that all claims, differences and disputes, arising out of or in relation to dealings on the depository including any transactions made subject to the Bye Laws or Business Rules of the Depository or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question whether such dealing, transactions have been entered into or not shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

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Authorised Signatory

IN WITNESS WHEREOF the Client and the Depository Participant has caused these presents to be executed as of the day and year first above written.

	Client Name and Signature	Edelweiss Broking Ltd.
Authorised Signatory	(46)☞	Authorised Signatory
Witness	(6) ✕	

SCHEDULE A
DEMAT CHARGES - w.e.f. 01/08/2010

Particulars	Other than Retail Schemes	Retail Scheme
Annual Maintenance Charges	Corporate: Rs. 800 /- p.a. Other than Corporate: Rs. 500 /- p.a.	Ist Year: AMC: Nil for all clients 2nd Year Onwards Corporate Rs. 800 /- p.a. Other than Corporate: Rs. 500 /- p.a.
Demat Charges	Rs. 50 /- Service Charges (Per Instruction) + courier /postage at actuals	Rs. 50 /- Service Charges (Per Instruction)+ courier /postage at actuals
Remat Charges	Rs.50/- per Certificate + courier /postage at actual or a fee of Rs. 10 for every hundred securities or part thereof whichever is higher.	Rs.50/- per Certificate + courier /postage at actual or a fee of Rs. 10 for every hundred securities or part thereof whichever is higher.
Transaction Charges :	Charges for Credits -Nil	Charges for Credits –Nil
On Market	Sale Transaction Through ESL/EBL Broker: Nil Sale Transaction Through any other Broker Rs. 25/- per ISIN	Sale Transaction Through ESL/EBL Broker: Nil Sale Transaction Through any other Broker: Rs. 25/- per ISIN
On Market/Inter Depository	Transfer of securities to and / or from selected accounts (as updated from time to time) of Edelweiss Group Companies: Nil. Any other Transactions: Rs. 25/- per ISIN	Transfer of securities to and /or from selected accounts (as updated from time to time) of Edelweiss Group Companies: Nil. Any other Transactions: Rs.25/- per ISIN
Pledge Creation	Rs. 5 per ISIN + NSDL charges at actuals	Rs. 5 per ISIN + NSDL charges at actuals
Unpledge Creation	Rs. 5 per ISIN + NSDL charges at actuals	Rs. 5 per ISIN + NSDL charges at actuals
Pledge Invocation	Rs. 5 per ISIN + NSDL charges at actuals	Rs. 5 per ISIN + NSDL charges actuals

- * Edelweiss Broking Ltd reserves its right to revise its Charges/Billing structure at its absolute discretion
- * Cheques /Pay orders/ D.D., should be drawn in favor of EDELWEISS BROKING LTD.
- * All the other charges will be collected over-the-counter and receipts of the same should be collected immediately.
- * Statement of Transaction will be sent to you by courier/post/electronically as per guidelines issued by NSDL / SEBI from time to time
- * Service Tax will be applicable on the above charges and is subject to change.
- * Please note that, in terms of SEBI Circular No. CIR/MRD/DP/20/2010 dated July 1, 2010, in the event of the demat account from us to another DP we shall refund you the Account Maintenance Charge for the unrealized quarters/balance of quarters"

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Authorised Signatory

Terms and Conditions for receiving the Statement for Demat Account by E-mail and/or on Website

1. I/We agree to discontinue the Physical Statements being sent to me.
2. I/We understand that the email/website statements are for my/own convenience. The Depository Participant shall not be liable or responsible for any breach of secrecy or confidentiality of the login name and password of the internet/email account and in case of such breach, the Statement may be accessed by other entities.
3. I/We shall verify the authenticity of the emails which I/we shall receive. I/We shall not hold the Depository Participant liable or responsible for any statement received from frauds/imposters. I/We shall not hold the Depository Participant liable or responsible if any problem arise with my/our computer network because of me/us receiving statements from the Depository Participant.
4. I/We are authorised by the other holders to receive the Statement through website/in the registered email ID.
5. I/We shall inform the Depository Participant in writing if there is any change in the registered email ID.
6. The Depository Participant shall not be responsible, if I/we do not receive the Statement due to incorrect email ID and/or technical reasons.
7. I/We confirm to have read and understood the Terms and Conditions (a copy of which I/we am/are in possession of) pertaining to my/our account.
8. I/We understand and agree that the Statement will only be sent to the first holder in the account.

I/We have read the terms and conditions and wish to apply for Website/Email Statement for the Depository Account.

	Name/s of Beneficial Owner/s and Signature
Authorised Signatory	(48) ↻

Non-Mandatory Section

TERMS AND CONDITIONS (VOLUNTARY)

1. TRADING FACILITY

The Client has entered into the Member-Client Agreement with the Stock Broker for the purpose of trading in securities on Bombay Stock Exchange and National Stock Exchange (jointly and severally referred to as 'Exchange' hereinafter for convenience and the term Exchange shall refer to the relevant exchange)

The Stock Broker is providing the services and/or facilities and proposes to provide certain additional services or facilities subject to certain terms and conditions prescribed by the Stock Broker. The client will be allowed to avail the trading services and facilities offered by the Stock Broker subject to the compliance with all the terms and conditions set forth herein and any proposed additional services or facilities subject to such terms and conditions as may be prescribed and notified by the Stock Broker to the Client electronically or otherwise. The Client shall be bound by any other relevant and addition of terms and conditions prescribed by the Stock Broker in relation to day trading, buy today sell tomorrow, internet based trading, funds transfer, sms alert facility or any other services offered by the Stock Broker, if the Client avails trading facility and such services.

1. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange(s).
2. The Stock Broker is entitled to demand the Client for the Payment of Margin in the form of Cash or securities or any other form as prescribed by Exchanges from time to time, as it may deem fit. The Client hereby shall make all margin payment as demanded by the Stock Broker in the form, and if the Margin payment is in the form of Cash and Securities, in the proportion as defined by the Stock Broker or Exchange from time to time without prior notice thereof. In case where payment is received by way of cheque, the Stock Broker would have the discretion to execute the orders only upon the realization of the funds of the said cheque.
3. The Stock Broker is entitled to withhold transfer of shares or payout of funds of the Client, in case the Client fails to furnish margin cheques as demanded by the Stock Broker and hold the same towards margin required. The Stock Broker may execute the above orders or any fresh order only after the fulfillment of the margin obligations.
4. a. The Client shall comply with the Stock Broker's requirement of payment of Margin

immediately failing which the Stock Broker may sell, dispose, or transfer the securities already placed with it as margin or square off / liquidate all or some of the outstanding positions of the Client, as it deems fit in its discretion, without further reference to the Client and any resultant or associated losses that may occur due to such square off/ liquidation/ sale shall be borne by the Client, and the Stock Broker shall be fully indemnified and held harmless by the Client in this behalf.

- b. The Stock Broker, in its absolute discretion, would decide the eligible securities, which could be deposited by the Client for meeting current or future margin obligations and continuously review the eligibility of securities already deposited by the Client. The Stock Broker is entitled to determine the market value of securities placed as margin after applying a haircut that the Stock Broker deems appropriate. The Client shall monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins the Client shall replenish any shortfall in the value of the margins immediately, whether or not the Stock Broker intimates such shortfall. If any security is not found to be of Good Delivery at any time after its deposit with the Stock Broker, the Stock Broker is entitled to reduce the amount attributable to such security in the Client account and the Client shall immediately replace the same failing which the Stock Broker is entitled to revise the limits of the Client and/or square-off any outstanding position.
- c. Any securities placed/pledged by the Client as Margin may be used by the Stock Broker to discharge the Client's obligation towards the Stock Broker, whether on account of margin, settlement obligation of any other account. The Stock Broker shall be entitled to adjust the surplus amount available on any segment against the dues to the Stock Broker on any other segment or across all segments of the Exchanges.
5. The Client is responsible for all orders, including any orders that may be executed without the required margin in Client's account. If the Client's order is executed despite a shortfall in the available Margin the Client shall, whether or not the Stock Broker intimates such shortfall in margin to the Client, instantaneously make up the shortfall either through delivery of shares

- in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or money order or account transfer of any other mode.
6. The manner in which any collateral/margin shall be secured in favour of the Stock Broker shall vary from time to time. In case collateral/margin is in the form of approved securities, the same shall be secured in favour of the Stock Broker in either or / both of the following manner:
 - a. The Client shall transfer his shares into the designated demat account of Stock Broker as Collateral towards his margin requirement Such designated demat will be solely determined by the Stock Broker from time to time and/or
 - b (i) The Client shall create an irrevocable pledge over the securities that it propose's to secure in favour of the Stock Broker as collateral/ margin by issuing appropriate pledge instructions to the Designated Depository Participant in the manner prescribed by the relevant Depository from time to time.
 - (ii) The pledge created shall be a continuing security and may be invoked by the Stock Broker in the event of shortfall in collateral/ margin/obligation in client account or associated client accounts.
 - (iii) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/or invocation of a pledge shall be borne by the Client.
 7. All monies, securities or any other collateral which the Stock Broker may hold on Client's account will be held subject to a general lien for the discharge of Client's obligations to the Stock Broker.
 8. The orders of the Client are usually routed through the marketplace within seconds, certain orders, at the Stock Brokers sole discretion, may be subject to manual review and entry, which may cause delays in processing their orders. With respect to market order, Client will receive the price at which their order was actually executed in the market place, which may be different from the price at which the security is traded when their order is entered into Stock Broker's system.
 9. Clients request for cancellation / modification of any instruction shall be subject to the same not having been acted upon or already being executed or it being outside the control of the Stock Broker. Further, such cancellation / modification instruction shall be deemed to have been received by the Stock Broker, only if Stock Broker confirms the receipt of the same. An instruction or application shall be deemed to have been modified or cancelled only if the Stock Broker sends a confirmation to the Client regarding the same.
 10. The Stock Broker is entitled to remit the sale proceeds and/or any credit in the Clients ledger account to the Client and/or to the clients designated bank account using but not limited to the banking platforms available viz. Net Banking, Real Time Gross settlement (RTGS), Electronic Fund Transfer (EFT), National Electronics Funds Transfer System (NEFT), Cheques, Pay orders etc. The client shall indemnify the Stock Broker from all liabilities and losses resulting from any delay and / or the non-executions, non performance, erroneous movement of funds by the bank of such electronic pay out instruction.
 11. **a. Auction in case of Purchases/Sales**
If one or more securities are purchased by the Client and if any quantity either partially or fully is received short from the Exchange, the same shall be subject to the auction mechanism as defined by the Stock Exchange from time to time. Similarly if the client sells any security and fails to deliver the same either fully or partially for settlement then the same is also subject to the auction mechanism of the Exchange as defined by the Exchange from time to time. The loss, if any, on account of the auction initiated by the Exchange shall be entirely borne by the Client.
 b. Close out in case of Purchases/Sales
Where the shares purchased/sold are not received either partially or fully in the auction mechanism as mentioned in clause 11(a), such short quantity will be subject to the close out procedure as defined by the Stock Exchanges from time to time .
 12. The Client shall pay the Stock Broker brokerage, commission, fees Account opening/maintenance charges, charges for availing research reports, charges for availing special facility for mobile broking/ sms facility or any other charges for the special services/facilities availed by the Client, inter Settlement charges, auction charges, penalties levied by the exchanges for client limit violation, charges for dishonour of cheque(s) given by the Client, statutory levies, service tax, and other taxes and trade/ transaction expenses including inter alia depository charges, settlement charges etc.

as they exist from time to time.

If the Client fails to make payment of the amount due within the time frame specified by the Bye-laws, Rules and Regulations of the Exchange and/or as per the policy of the Stock Broker, Stock Broker shall be entitled to delayed payment charges as such rate as may be decided from time to time by Stock Broker and to directly debit the same to the Client account. The Client authorizes the Stock Broker to set off a part or whole of the collateral/ledger balances i.e. by way of appropriation of the relevant amount of cash or by way of sale or transfer of all or some of the securities or invoke the pledged shares placed as collateral with the Stock Broker, and/or any credit in any account of the Client in any of the segment of the Stock Exchange, against the outstanding/dues in the account of the Client under this agreement for any segment of the Stock Exchanges. The adjustment, so done, shall be by way of passing necessary journal voucher entries. The Client agrees that the Stock Broker may debit all type of charges in respect of his Depository Account including any statutory levies, services tax or any other tax from his account. For this purpose, the Client instructs the Stock Broker to get the information of such charges from Depository Participant(s) with whom the Client has the Depository Account, provided such Depository Participant shall be the Stock Broker or any of this group/associate Companies.

13. The cancellation or modification of an order pursuant to the Clients request is not guaranteed . The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received before the original order is Executed.
14. The Stock Broker shall send the trade confirmation to the Client, in form of contract note or otherwise via mail, e-mail, fax, courier, Registered A.D., Oral communication or otherwise at the postal address, telephone / fax Nos, e-mail address intimated by the Client to the Stock Broker. The Stock Broker may issue contract note at weighted average price where multiple trades have resulted from a single order. The Client shall be responsible to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within time stipulated under the relevant regulations of the Exchange which is 24 hours for the contract notes and 30 days for the Statement of Accounts of such intimation/ confirmations. In all cases,

the Stock Broker reserves the right to determine the validity of the Client's objection to the transaction. The Client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the Stock Broker in writing.

15. The Stock Broker may, if so desire, tape-record the conversations between the Client or Clients representative and the Stock Broker, either Personally or over the telephone. Such recordings may be relied upon by the Stock Broker as and when required to resolve disputes in connection with the trading transaction.
16. The Client shall not act as a Sub Broker without prior written permission of the Stock Broker and with obtaining certificate of registration from Securities and Exchange Board of India (SEBI) to act as a Sub Broker.
17. The Client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, loss damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, owing to bad delivery of shares / securities and / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings/ operations on the Exchange(s).
18. The Stock Broker may from time to time amend these terms and conditions if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority without the consent of the Client. The Stock Broker may from time to time amend the terms and conditions of this Agreement with the consent of the Client. The amended terms and conditions of this Agreement shall be intimated in advance to the Client by the Stock Broker at least 15 days or such other period as may be prescribed by SEBI. In case the Client continues to deal with the Stock Broker subsequent to the intimations of such amendments, the Client agrees and Acknowledges that it shall be deemed that the Client is agreeable to the new clauses. However, if the Client is not agreeable to such new terms and conditions, the Client has the right to terminate the relationship with the Stock Broker\ by terminating the Member-Client Agreement through communication in writing subject to the meeting of the financial and other obligations under these terms and conditions or any other Agreement.

19. The Stock Broker shall not be responsible for any losses, costs, or damages resulting directly or indirectly from.
 - a. Any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Stock Broker's control (including floor broker, exchange, dealing or clearing house); or
 - b. Any war, strike, lock-out, natural disaster, act of terrorism, delay in postal service or any other delay of inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction of any telecommunication or computer system provided however, that the above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Stock Broker.
20. The Exchange(s) may cancel a trade suo moto without giving any reason thereof and accordingly the Stock Broker may cancel the relevant contract(s) with the Client. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the Exchange or in the Stock Broker's offices are vulnerable to temporary disruptions or failures. In the event of trade cancellation due to such events or vulnerabilities, Stock Broker shall be entitled to cancel relative contract(s) with the Client. At times, due to such unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the Client's own transactions or transactions for enforcing margins) on a timely basis. The Stock Broker does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Stock Broker.

All notices or communications issued shall be valid and binding if conveyed in writing through Letter, Fax (or Telegram or by personal delivery duly acknowledged by the other party / Courier / electronic communication) at the last known address, or by publishing the same in the prominent daily newspaper where the last known business/ residential address of the Client is situated or if conveyed over telephone / fax on the last known number or on the recording machine of such number or a notice is pasted at the door of the last known address of either Party.
21. In case any one or more of the provisions contained in the terms and conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
22. No failure or delay by either party to exercise any right, power or privilege hereunder or under the Member-Client Agreement shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as herein provided.
23. The Client confirms having read and understood these terms and conditions and those relating to various services and products and accepts and agrees to be bound by all the terms and conditions including those excluding /limiting the Stock Broker's and Exchange's liabilities.
24. The Client hereby agrees and permits the Stock Broker to provide digitally signed contract notes through internet (web-based). In consideration of the stock broker having agreed to provide the contract note through internet (web-based) both the parties to the agreement hereby covenant and agree as follows:
 - a. The client shall access the contract notes/ confirmations of the trades executed on his /her/their behalf on the trade date electronically. The Client understands that it is his/her/their responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc.
 - b. All information contained therein shall be binding on the Client, if the Client does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the Client.
 - c. Should the Client experience any difficulty in opening a document electronically delivered by the Stock Broker, the Stock Broker may, on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format.

- d. Failure to advise the Stock Broker of such difficulty within twenty four hours after delivery shall serve as an affirmation that Client was able to receive and open the said document.
- e. The Client shall not receive the contract notes in paper form from the Stock Broker. Provided however that in case when the Stock Broker is not able to provide Contract Note to its Clients through (web based) electronic medium due to any unforeseen problems, the Stock Broker should ensure that contract note reaches to the Client in physical form as per the time schedule stipulated in the Bye-laws, Rules and Regulations of the Exchanges.
- f. 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.
- g. The Client shall take all the necessary step to ensure confidentiality and secrecy of the login name and password. Unless the Client lodges a complaint with the Stock Broker as to his/her/its inability to access the systems, it would be presumed that contract notes and all required documents have been properly delivered. The Client agrees that the Stock Broker fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery.

25. INVESTMENT ADVICE:

- a. The Client acknowledges that the Stock Broker 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.
- b. The client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.
- c. The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same, only if the same in his opinion is suitable to the Client, at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.
- d. The Client assumes full responsibility with respect to his investment decisions and transactions.

- e. The Stock Broker, its officers, directors, partners, employees agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

26. MARKET DATA:

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

27. General Disclaimer

27.1 The Client agrees, understands, acknowledges and confirms without prejudice to the other provisions relating to investment advice:

- (a) That all the decisions to avail services, make investments and disinvestments are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client's on the basis of any information that may be made available by Stock Broker through meeting with Stock Broker's employees or personnel, research reports Stock Broker's website or through any other media written or oral, online or otherwise. **All decisions taken by the Client to invest or disinvest are independent of any advise solicitation or information received by the client from Stock Broker.**
- (b) That any investment advise rendered by Stock Broker may not be consistent with and may in fact be different from the advise or decision of any other Stock Broker's affiliated entity.
- (c) That the Client shall not rely upon or make any investment decision based solely on recommendations, advise and research reports made available by Stock Broker to the Client. The Client confirms and agrees that research reports are generic and are not

designed for meeting specific client objectives. Accordingly, if the Client desires to make an investment on the basis of any research report, howsoever available to him, the Client shall be bound to make appropriate enquires to make an independent assessment as to whether the investment suits his investment objectives and risk appetite and shall seek independent professional advice and/or tax advice in relation to any investment. For the purpose of this clause and the following clauses, a research report shall be deemed to include any information that may be made available by Stock Broker's or its Affiliates or any of their officers, employees or agent through any medium, including without limitation Stock Broker's Website, Tele-trading Facility, or any other website as may be notified by Stock Broker from time to time. All decisions taken by the Client to invest or disinvest are independent of any advice, solicitation or information received by the Client from Stock Broker.

- (d) That the Client shall neither hold nor seek to hold Stock Broker or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading costs losses or damage incurred by the Client consequent upon relying on any research report, investment information, research opinion or advice or any other material/information provided by Stock Broker.
- (e) The Client understands that the Client is under no obligation to accept and act upon the suggestions/advice of Stock Broker and Stock Broker is under no obligation to provide suggestions/advice to the Client.
- (f) That the Client may communicate with Stock Broker for any queries or service requests or any other instructions, which are not in the nature of or otherwise related to placing an order or instructions. Unless specifically mandated to the contrary by the applicable Laws, Stock Broker may accept, such communications at its sole discretion, from the Client in the form, manner and medium as it deems fit from time to time. Correspondingly Stock Broker may also communicate with the Client for such purposes as it deems necessary in such form, manner or medium as it deems fit in accordance with applicable Laws. Client acknowledges that, unless mandated by Applicable Laws, Stock Broker may is not bound to act on any such communication from the Client. Further Stock Broker shall not be held responsible for any errors, failures, delays, interception, unauthorised usage, unauthorised alterations, unauthorised access of any communication sent by the Client or any Client

related information contained therein or any other acts or omission thereof.

- 27.2. The Client hereby consents to receive various SMS alerts for investment advises any such other correspondence to any of my / our mobile number(s) mentioned in the Client Registrations Form.

The Client further agrees that the member shall fulfill the legal obligation, if the above communications are sent via SMS to any one of the mobile number provided by the Client. Client further agrees that the member will not be responsible for non receipt of the SMS sent due to change in mobile number / non availability of connection or for any other reason, whatsoever. The Client also agrees that the member shall not take cognizance of out-of-coverage area / switched off etc. and the Client shall be deemed to have received such SMS. The Client agrees to intimate any change in the mobile number to member immediately in writing.

28. Representation and Warranties of the Client:

The Client represents warrants and undertakes on an ongoing basis that:

- (a) The Client shall not initiate, promote or participate in any unfair or manipulative market practices.
- (b) The Client agrees to immediately notify Stock Broker, in writing if there is any change in other information provided to Stock Broker, whether at the time of Account Opening or otherwise including without limitation any information provided in relation to the investment objectives of the Client.
- (c) There are no prior or pending criminal proceedings related to financial crimes against him/it or investigations or enquiries or any negative reputation issues or any action taken by SEBI, RBI, NSE, BSE, NSDL, IRDA, CDSL or any other Regulatory Body involving the Client and in the event of any such issues or proceedings are commenced him, he shall keep the Stock Broker informed.
- (d) That all actions required or desirable to be taken to ensure compliance with all the Applicable Laws also to enter into, exercise its rights and comply with its obligations in this Agreement have been taken or effected and are in full force and effect and will continue to be taken. Including as to any approvals or authorization on required and as to disclosure requirements and regulatory reporting obligations and the Client will provide proof of the same to the Stock Broker as may reasonably be required.

- (e) That by entering into each transaction or making each request or order under this Agreement the Client will not violate its constituent documents, any Applicable, Laws, binding order of a court or regulatory body applicable to it or any contract or other instrument binding on it or its assets.
- (f) That the Client agrees that he shall be bound by Stock Broker internal auction and closeout policies and agrees to abide by the rate and quantity of margin and/or amount at monies debited and/or credited to the Client's account pursuant to the Stock Broker's policy as set out in Mandatory Policies and Procedures.
- (g) That the Client has the necessary infrastructure and/or equipment needed to avail Online Trading facility and the Client shall be responsible for any losses consequential and/or incidental caused due to insufficient infrastructure and/or equipment to avail such facility.
- (h) That the Client shall immediately furnish information to Stock Broker in writing including but not limited to any in insolvency petition or garnishee order passed against him and any other litigations/proceedings or circumstances/ investigation which may have material bearing on his/its capacity to perform his obligations under this Agreement and/or invest in Third Party Products.

29. EXTRAORDINARY EVENTS:

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

30. CONFLICT OF INTEREST:

- (a) The Client agrees that the Stock Broker is entitled to enter into any transactions with / or for the Client or provide any service to the Client notwithstanding that it and/or any its Affiliates may have a material interest in the transaction including proprietary positions or any resulting transactions or a relationship which gives rise to a conflict of interest. The Client agrees and consents that Stock Broker shall have no obligation to disclose from time to time such conflict of interest.
- (b) In relation to investment in which the Client is dealing Stock Broker or any of its Affiliates may
 - i. Act as advisor to other clients on the same investments as a part of its provision of investment banking, stock broking, asset management or other services

- ii. Act as principal advisor or lender to the issue
- iii. Have an open position, holding, dealing (including as principal), or market making position; sponsor, underwrite or otherwise purchase /participate in the issue of such investments.

31. Limitation of Liability & Indemnity

Neither the Stock Broker, nor any of its Affiliates/Group Companies nor their respective directors, office employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability expense or damage (including without limitations all legal fees and expenses) arising from :

- (a) any act or omission in the course of or relating to the activities to which this Agreement applies.
- (b) any act or omission of any agent or third party including employees or directors of the Stock Broker who perform services pursuant to this Agreement.
- (c) any use of or inability of the Client to avail of the services provided under this Agreement for any reason whatsoever.
- (d) any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant service or the Exchange system(s) or service(s) for any reasons whatsoever.
- (e) any failure, interruption, error, omission or delay in performance of their obligations or in the transmission/ delivery of information resulting from acts, event or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors.
- (f) incomplete / incorrect data or information provided to the Stock Broker over the phone/internet or any other medium and/or any error in the execution of any other request due to such incomplete & incorrect data.

The Clients shall at all times continue to be responsible for any request or order placed.

II. Internet Trading - Term and Conditions

The Stock Broker offers and/or proposes to offer the Internet Trading Service to its Clients; and the Client desires to avail of the Stock Broker's internet trading service for purchasing , selling or otherwise dealing in securities subject to the terms and conditions set out herein the client shall be deemed to have read , understood and agreed to the following terms and conditions in the event the Client avails the Internet Trading service provided by the Stock Broker:

1. DEFINITIONS:

1.1 In these terms and conditions (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:

- (i) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirements, specification, handbooks, notices, circulars and resolutions of the exchange or any segments of the Exchange in force from time to time.
- (ii) "Internet Trading" means Internet based Trading through Order Routing system, being a system approved by the Exchange for enabling clients to route their order to Stock Broker over the internet.
- (iii) "Internet Trading Account Application" means the Client Registration form along with the other supporting documents submitted by the Clients to the Stock Broker to permit the Client to avail of the Stock Broker's Internet Trading Service.
- (iv) "Internet Trading Service" or "Service" means the service offered by the Stock Broker to its clients through Internet Trading where under the clients can route their orders for purchase, sale and other dealings in Securities through the Stock Broker's Internet Trading System.
- (v) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (vi) "Stock Broker's on the Internet Trading Website" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the Internet Trading Service and includes the hardware and software used for hosting and supporting the Website or any other system through which Stock Broker offers the Internet Trading Service.
- (vii) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

2. INTERNET TRADING SERVICE:

The Stock Broker provides the internet Trading Service to the Client on and subject to these terms and conditions and the provisions of the Tripartite Agreement, the Exchange provisions, SEBI guidelines and the terms of the Website through which Internet Trading Service is provided. The Stock Broker shall be entitled to modify/alter these terms and conditions and such a change shall be displayed on the Website and the same shall be deemed to be a notice to the Client. The use of Internet Trading Service thereafter shall be deemed to be an acceptance by the Client of said terms and

Conditions including any modifications/alteration thereto.

3. USER NAME AND PASSWORD

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's Internet Trading Website for availing of the Internet Trading Service.
- 3.2 The Client is aware that the Stock Broker's Internet Trading Website itself generates the initial password encrypts and passes on the password to the client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof and subsequently to change his password with the period stipulated by the Stock Broker. The Client is aware that subsequent passwords are not known or available to the Stock Broker.
- 3.3 The Client shall be responsible for keeping the username and password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock Broker's Internet Trading Website using the Client's Username and/or password whether or not such person was authorized to do so.
- 3.4 The Client shall immediately inform the Stock Broker of any unauthorized use of the Client's Username or Password with full details or such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transactions effected pursuant to such unauthorized use etc.
- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorized use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's Internet Trading Website and unauthorized routing orders on behalf of the Client through the System. The Client shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username and also for any and all acts done by any person through Stock Broker's Internet Trading Website on the Client's Username in any manner whatsoever.

The Client undertakes to ensure that the password of the Client and/or his authorized representative are not revealed to any third

party since authentication technologies and strict security measures are required for the internet trading through order routed system.

- 3.6 The Client shall log off from the Stock Broker Internet Trading Website at any time the Client is not accessing or using the Internet Trading service and any liability incurred to the Client as a consequence of the Client not logging off the service shall be borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Stock Broker in writing with full details if:
- (i) He discovers or suspects unauthorised access through his User name, Password or account.
 - (ii) He notices discrepancies that might be attributable to unauthorised access.
 - (iii) He forgets his password or
 - (iv) He Discovers a security flaw in the Stock Broker's Internet Trading Website.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorized changed by some other person or for any other reason then the Client shall immediately request the Stock Broker in writing to discontinue his password; and there upon the Stock Broker shall cause the Stock Broker's internet Trading Website to discontinue the use of the Client's Password and Stock Broker's Internet Trading Website shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

4. TRANSACTIONS AND SETTLEMENTS :

- 4.1 All order for purchase, sale or other dealings in securities and other instructions routed through the Broker's Internet Trading Website via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange provisions
- 4.3 The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's Internet Trading Website (including exposure limit, turnover limits, limits as to the number, value and/or kind of securities in

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

- 4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Stock Broker's Internet Trading Website the Stock Broker shall not be liable or responsible for any delay in the execution of any order or for non-execution of any order or for any resultant loss on account of the delay due to any link/system failure at the Client/Stock Broker's/Exchange's end.
- 4.5 The Client agrees that the Stock Broker may at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Stock Broker's Internet Trading Website.
- 4.7 The Client is aware that the Stock Broker has provided on the Internet Trading Website a facility for reconfirmation of orders, which are larger than that specified by the Stock Broker's risk management, and is also aware that the Stock Broker has the discretion to reject the execution of such order based on his risk perception.

4.8 The Client grants express authority to the Stock Broker for carrying out transactions and instructions authenticated by the password provided to the Client. Stock Broker has no obligations to verify the authenticity of any transaction instruction sent or purported to have been sent from the Client other than by means of verification of the Client's password.

4.9. The Client hereby agrees to execute all orders at around market prices. The Client agrees to ensure that there will be no attempt at price distortion and price rigging made through any means.

4.10 The Client authorizes the Stock Broker to square up all his outstanding positions, which are not market for delivery before closing time on the normal market. The process for squaring up of outstanding transactions will commence 30 minutes prior to scheduled closing time. Such process will be executed by using algorithms defined from time to time. The Client confirms and understands that by using such algorithms to square up such outstanding position, the trade executed may/may not be at the best available price during the 30 minutes window. Any profit/ loss arising out of square off shall be at the risk of and borne by the Client.

5. MARGIN:

The Client shall immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client agrees that the Stock Broker shall be entitled to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep with the Stock Broker a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock Broker's Internet Trading Website. The Client shall be bound by the relevant terms and conditions relating to margin set forth and terms and conditions.

6. CANCELLATION REQUESTS:

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellations is received and the order is successfully cancelled before it is executed.

6.2 The Client shall not be entitled to presume an order as having been executed or canceled

until a confirmation from the Stock Broker is received by the Client.

6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contract(s) with the Client.

7. CONFIRMATIONS:

The Stock Broker will send the Order/ Trade confirmation slip through Email to the Client at his request from the time of execution of order/trade on the Stock Broker's Internet Trading Website, as the case may be. The Client agrees that the information sent by Stock Broker by E-mail is deemed to be a valid delivery of such information by the Stock Broker.

8. ARRANGEMENT WITH RELATIONSHIP BANK

The Client understands that the Stock Broker has relationship with one or more banks (the "Relationship Banks"). The Stock Broker Internet Trading Website has a payment window through a link to the website of the Relationship Bank, which provides the facility. In such a case, the Client would make the payment for securities purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount) directly to the account of the Stock Broker with the Relationship Bank by means of a fund transfer. Similarly in the case where the client specifically request to transfer the sale proceeds arising from sale of securities, the Stock Broker would credit the account of the client with the Relationship Bank by means of a fund transfer. The Stock Broker expressly states that the payment gateway mechanism is a service offered by the Banks with whom the Stock Broker has established relations for facilitating the transfer of funds between the Client's account and the Stock Broker's account. The Stock Broker expressly excludes liability for consequential loss or damage or loss of profit business revenue, goodwill or anticipated savings which may arise in respect, of (i) the payment gateway services offered by such Banks (ii) the payment mechanism.

9. REPRESENTATIONS AND WARRANTIES OF CLIENT:

The Client represents and warrants to the Stock Broker that :

9.1 All the information provided and statement made in the Client's Internet Trading Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Stock Broker has agreed to provide the Stock Broker's Internet

Trading service to the Client on the basis inter alia, of the statements made in the Client's Internet Trading Account Application.

- 9.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which is susceptible to interruptions and dislocations; and the Stock Broker's Internet Trading Service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Broker's Internet Trading Service will be available to the Client at all time without any interruption. The Client agrees that he 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 Internet Trading System or Service or the Exchange's service or systems for any reason whatsoever.
- 9.3 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 9.4 The Client has the required legal capacity to, and is authorised to enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 9.5 The Client shall abide by the Exchange Provisions and the terms of the Stock Broker's Internet Trading Website in force from time to time. The Stock Broker shall be entitled to modify/alter the said terms and conditions and such a change shall be displayed on the website. The use of service shall be deemed to be an acceptance by the Client of terms and conditions including any modifications/alteration thereto.

10. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:

The Stock Broker represents and warrants to the Client that:

The Stock Broker Internet Trading System has been approved by the Exchange. Where the Internet Trading System has not been approved by the Exchange, the Stock Broker has applied/proposes to apply to the Exchange to approve the said Internet Trading System and the Stock Broker will commence the Stock Broker's

Internet Trading Service only after the Exchange has approved the Stock Broker's Internet Trading System.

11. AMENDMENT:

The Stock Broker is entitled to discontinue his Internet Trading Service in part or in its entirety and change the terms of the Internet Trading Service (including the terms on the Stock Broker's Internet Trading Website) at any time and from time to time, without prior notice.

12. TERMINATION:

- 12.1 The arrangement of internet trading entered into between the Stock Broker and the Client shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
- 12.2 The terminations of this arrangement shall not affect any right or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 12.3 The Client shall at all times continue to be responsible for any transaction ordered on his accounts prior to the cancellation of the services. The closure of the accounts of the Client shall automatically terminate the web based brokerage service facilitated by the Website and the Stock Broker may suspend or terminate online trading facilities without prior notice if the Client has breached these terms and conditions or it learns of the death, bankruptcy or lack of legal capacity of the Client.

13. Jurisdiction

The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

III. Documents Delivery - Terms and Conditions

1. The Stock Broker shall, in its discretion, send any document that is obligatory to be sent to the Client by means of an electronic communication, with the possible exception of graphic insertions such as photographs or logotypes. This electronic communication may be in the form of e-mail, an e-mail attachment or in the form of download available on the Website. Every document so sent shall contain all such information as is mandated by the concerned statutory and /or regulatory authority. Broker shall be deemed to have fulfilled its legal obligation to deliver a document to the Client, if it is sent by the electronic mode. The Client shall download the said document promptly on intimation of a notice of its display. Provided that on a request being made by the Client, due to a difficulty experienced by the Client in viewing the same, Broker shall, in its discretion, make the required delivery by such other means, as it may deem appropriate. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within time stipulated under the relevant regulation of the exchange which is 24 hours for the contract notes and 30 days for the Statement of Accounts of such intimation / confirmation. In all cases, the Stock Broker reserves the right to determine the validity of the Client's objection to the transaction.
2. The Client is aware that the transaction statement, which would be provided to the Client through Website or otherwise (as may be intimated to the Client), may be accessed by other entities in case the confidentiality/secretcy of the password is compromised by the Client.
3. The use and storage of any information including, without limitation, the passwords or digital signatures, as the case may be portfolio information, transaction activity, account balances and any other information or orders available on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility. The Client shall be Solely responsible for providing and maintaining the communications equipment (including

personal computers and modems) and telephone or alternative services required for accessing and using the web-site or related services, and for all communications service fees and charges incurred by the Client in accessing the Website or related services.

4. The Client is authorised to use materials which are made available by Stock Brokers services or of other third parties on the Website for Client's own needs only in accordance with the terms and conditions specified for such usage, and Client is not authorised to resell access to any such materials or to make copies of any such materials for sale or use by others. The Client will not delete copyright or other intellectual property rights notices from printouts of electronically accessed Materials.

IV. Day Trading -Terms and Conditions

Day Trading : The terms and conditions for day trading may vary, at the Stock Broker's absolute discretion, for each mode of trading including Internet Trading Service, based on the risk profile of the Client and the market conditions. The Stock Broker may also vary the terms and conditions during the market hours based on market volatility and its risk perception without any further communication or intimation to the Client. The terms and Conditions for each mode shall vary with respect to :

- (a) List of eligible securities
- (b) Exposure
- (c) MTM process
- (d) Square-off
- (e) Brokerage
- (f) Others

1. Internet Trading Service :

- (a) The Stock Broker may permit day trading only in the list of scrips specified for the purpose by the Stock Broker from time to time.
- (b) The margin percentage applicable to each of the scrip shall be equal to the total margins levied by NSE subject to a minimum of 15 % and may be changed at the discretion of the Stock Broker from time to time without any further intimation.
- (c) The minimum margin percentage at NSE and BSE CM Segment shall be same for day trading. However for F & O Segment margins will be as specified by the Stock Exchanges for time to time.

- (d) Day/Margin positions can be converted to delivery before the defined cut-off time subject to availability of clear funds or free securities balance.
 - (e) Mark-to-Market (MTM) process shall be triggered at periodic intervals during the day and MTM losses arising, if any, shall be fully recovered from the available buying power and MTM profits if any shall not be added to the Clients buying power. Also MTM losses of one scrip shall not be netted off against the MTM profits of another scrip of the same client.
 - (f) The Stock Broker may call for Additional Margin in case the Mark to Market (MTM) loss on the open margin positions exceed the defined threshold limits.
 - (g) The Stock Broker may cancel the pending orders and place square-off orders to close all or some of the day positions if sufficient balance is not Available to absorb the additional margins.
 - (h) If the balance is not sufficient to cover the MTM losses and or the additional margin call then the open positions under day trading shall be squared-off by the Stock Broker at the Client risk without attempting to call the Client, or converting to delivery or giving some grace time. If the Client has taken day positions in many scrips then the Stock Broker may square off the scrips on Clients behalf preferably and not necessarily be chosen on the basis of the descending order of the loss incurred, until the balance turns positive.
 - (i) The Stock Broker shall be entitled to square off Client's open Margin position in case they have not been squared off or converted to delivery before the defined cut-off time.
 - (j) The Stock Broker may define the cut-off time by which the auto square off process shall be triggered and this may vary from time to time. The timings shall however be notified on the trading screen or the website.
 - (k) The auto square off orders shall be generated at market price and they may be executed at any price, which may be different from the price prevalent at the cut-off time.
 - (l) The losses, if any, arising on execution of the auto square off trades shall be borne by the Client.
 - (m) The Stock Broker shall have the right to cancel any or all open orders and/or close any or all outstanding contracts.
 - (n) Open Margin positions that are not squared off for reasons beyond the control of Stock Broker such as price band, technical issues, etc. shall be converted to delivery.
 - (o) The Stock Broker will not deliver the shares to the Client, If the position cannot be successfully converted to delivery due to non-availability of funds in case of open buy positions and may liquidate such shares instantaneously on the receipt of purchased securities from Exchange and the Client shall be liable for any resulting losses, brokerage, and all associated costs incurred for the purpose.
 - (p) The Client shall bear the losses and all associated costs including penalty levied by the Exchange arising out of the auction and or close out as per the rules of the concerned Exchange, If the position cannot be successfully converted to delivery due to shortage of shares in demat account linked to trading in case of open sell positions.
 - (q) The Stock Broker reserves the right to square off any open margin positions, if the current market price breaches the specified percentage when compared with the previous day's closing price for that scrip. The specified percentage shall be notified from time to time.
2. **Other than Internet Trading : Eligible securities :**
The Stock Broker will notify the list of securities available for day trading and the same may vary from time to time. The Stock Broker may at its sole discretion consider changing the same without prior intimation to the clients.
 3. **Exposure**
The Stock Broker will notify the exposure limits permitted against the eligible securities and same may vary from time to time based on the risk perception of the Stock Broker. The Stock Broker may at its sole discretion consider changing the same without prior intimation to the Clients.
 4. **Short Sales :**
The Client should have sufficient exposure limits / ledger balance equal to or greater than margin money before executing any sell order. Any Order accepted without free stock balance in the demat account would be deemed a short sale. Short sales can be settled by squaring off the trade within Same trade cycle. If Client does not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, the Stock Broker is entitled to square off the position on the same day or on any later date. The Client is responsible for any losses or expenses incurred by the Stock Broker as a result of their failure to make

such delivery /square off the trade. The Stock Broker shall have the right to modifying these terms and conditions to meet the requirements of SEBI or Exchange or its own.

5. Long Buys :

The Client should have sufficient exposure limits/clear ledger balance equal to or greater than the required margin money before executing any buy order. If Client do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle, the Stock Broker will have all rights to square off the position on the same day or on any later date. The Client is responsible for any losses or expenses incurred by the Stock Broker as a result of their failure to make payment / square off the trade.

6. Calls for additional Collateral and Liquidation :

The Stock Broker may require the Client to immediately deposit cash or collateral into their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. On failure of the Client, the Stock Broker is entitled to the right to sell any or all securities and or close all or some open contracts and or other property in their account, buy any or all securities and other property which may be short in their account, cancel any or all open orders and/or close any or all outstanding contracts. In addition, the Stock Broker may exercise any or all of the above rights without demand for additional cash or collateral, or notice or sale or purchase. The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Stock Broker intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or money order or account transfer or any other mode.

Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of the securities, which form part of the Margin, maintained by the Client with the Stock Broker. In exercise of the Stock Broker's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion.

V. SMS Alerts' Facility - Terms and Conditions

1. The Stock Broker may provide the client with such number of SMS Alerts as the Stock Broker may in its sole discretion determine. The Stock Broker will intimate the Client, if the Stock Broker decides to charge for the same by email or by displaying the same on the website and / or mobile / SMS along with the applicable charges. The Stock Broker shall Debit the Client's account on daily or monthly basis or as it may decide from time to time, such sums as may be due to it hereunder for providing the SMS Alerts.
2. The Stock Broker reserves the right to modify the said charges from time to time, or discontinue this SMS alert facility at any time without assigning any reasons for the same. Provided that the Stock Broker will intimate the Client, the modified charges and/or changes in the same either through an e-mail or by putting up the said charges and /or any change on the Website or orally or any other mechanism as it may deem fit. It shall be the Client's responsibility to maintain adequate balance in his account so as to enable the Stock Broker to debit his account for such above mentioned charges. If the Stock Broker is unable to recover the charges from the Client, due to insufficient balance in the Client's account, then the Stock Broker may discontinue the SMS alert facility to the Client or take such other actions as the Stock Broker may deem fit.
3. The SMS facility will be provided only to those Clients who have given their valid and functional mobile numbers. It shall be the Client's responsibility to ensure that the mobile number given to the Stock Broker is correct and operable/in-working condition at all times.
4. The Stock Broker may also arrange to SMS research related messages and / or market updates and information only to the Clients subscribed to such facility.
5. The Client is obligated, unless discontinued the SMS facility, to communicate the change in the mobile number, if any, to the Stock Broker immediately. The Stock Broker will send the SMS alerts to the new mobile number only after the same has been incorporated in database of the Stock Broker. However, the Stock Broker shall not be liable at any time if SMS alert is sent to a number, which has changed, which may have caused due to a delay or non-intimation by the Client or non-receipt of the intimation by the Stock Broker of the said change.

6. The Stock Broker and its SMS facility provider hereby disclaim all or any liability that may arise as a consequence of the incomplete/ incorrect data/request being provided by the Client.
7. The Stock Broker or the facility provider shall not be responsible for any non delivery or delay in delivery of SMS alerts and/or market updates and information to the Client including but not limited to reasons such as the mobile phone being lost, stolen, or the Client's phone not being with him, or a technical failure with the Client's mobile phone. The Client shall not be entitled to claim a refund of any Amount charged by the Stock Broker to him or any additional amounts whether as compensation, damages, opportunity loss, etc.
8. The Client may discontinue from availing the SMS at any point of time through appropriate written intimation to the Stock Broker's designated officials and/or any other mode of communication that may be set up by the Stock Broker from time to time. The Stock Broker may also provide a link on the website to modify or cancel the facility, where the Client changes the options/ settings of the SMS facility.
9. The Stock Broker may, at its discretion, decide the maximum number of alerts that Client shall be eligible to set up. The Stock Broker may not entertain the additional request, if the request placed in by the Client exceeds the maximum number of permissible open requests, unless an existing open request is cancelled by the Client or has been executed.
10. Neither the Stock Broker nor any other party disseminating any data, message and/or information pertaining to the SMS alerts or market updates and information shall be liable for any inaccuracy, error, omission or delay in the transmission or delivery of :
 - a. any such data, information or message, or
 - b. any loss or damage arising from or occasioned by
 - c. any such inaccuracy, error, delay or omission,
 - d. non-performance, or
 - e. interruption in any such data, information or message, due either to any act or omission by the Stock Broker or any disseminating party or due to power failure, equipment or software malfunction or any other cause beyond the reasonable control of the Stock Broker, or any disseminating party.
11. Neither the Stock Broker nor any disseminating party shall be liable for any "lost opportunity" i.e.

notional profit due to the non-receipt of a certain SMS alert or market update / information that may have been requested by him.

VI. Trading in Physical Segment

In case the Client wishes to buy/sell shares, which are settled in physical form, Client agrees to follow the procedure prescribed by the Stock Broker for taking / giving delivery of such shares, further delivery of such shares from /to the exchange shall be at the Client's sole risk. The Client has to ensure that for sale transaction, the shares are physically delivered to the office(s) of the Stock Broker at the risk of the Client. The Stock Broker shall not be held responsible for any theft or loss of such physically shares, in transit and the Stock Broker will be indemnified by the Client towards any consequential loss/damage. Additionally, if any of such physically settled shares, purchased or sold by the Client, results in Bad Delivery, the Stock Broker shall not responsible for the same and the Client shall indemnify the Stock Broker from any consequential loss and / or damages.

VII. Mutual Fund- Terms and Conditions

The following terms used such as Business Day, load, mutual fund, scheme, NAV, price of the units etc. shall have the same meanings as set forth below and would be in line with in SEBI (Mutual Funds) Regulations, 1996 ("the MF Regulations"):

"Website" shall mean www.edelweiss.in and other sites maintained by the Stock Broker or its group companies and rectified by the Stock Broker to enable online transactions in various financial instruments.

1. The Client confirms having read and understood the contents of the offer documents of various schemes.
2. The Client agrees to update any changes in the information provided under KYC with the relevant authorities and will not hold the Stock Broker responsible for losses and inconveniences arising as a results.
3. The joint holder of the Mutual Fund Account shall confirm that they understand, agree and accept that, by virtue of such joint holder-ship, their names shall also be required to be mentioned in the relevant application forms that are being submitted for processing on behalf of the first holder of the Mutual Fund Account. The joint holders agree to such naming in the forms and further agree to hold the Stock Broker harmless in any related queries by any Authorities or Regulators and also not to raise

- any claim or dispute against the Stock Broker for such filling up of names.
4. The Stock Broker shall offer the services as stated under this arrangement only pursuant to the instructions of the Client. These instructions may be given electronically including but not limited to phone, mobile, SMS and such other mode as the Stock Broker may introduce from time to time. Such instructions shall be conclusive and binding against the Client.
 5. The Client is responsible to provide accurate information of personal and bank related details and the updation of the same regularly. The Stock Broker and AMCs shall not accept any liability, which may arise as a consequence of the erroneous information provided by the Client.
 6. Bank account notified by Client as last updated and evidenced on account statement shall be considered for Mutual Fund transactions. Redemption and or dividend proceeds shall be given in the said bank account either in electronic mode or otherwise by the Fund House / Registrar / or such other entity as may be permitted by regulations governing mutual fund.
 7. The units of the schemes shall be allotted, redeemed or switched, as the case may be, as per the pricing arrived at in terms of the MF Regulations and various circular issued thereunder on the date of the application, if the application for purchase, redemption or switch is received before the cut-off time as specified on the website and consistent with terms of the Scheme. The Stock Broker will take all necessary action to ensure that the price of the units is the price applicable on the date of the transaction as per the respective scheme cut off time. However, the Stock Broker / AMC / Register shall not be liable for any loss that may arise to the Client as a result of the correct price not being allotted to the Client's transactions on the website for reasons stated in the Supplemental agreement.
 8. Any request of the Client falling due on a holiday i.e. Other than Business day shall be processed on the next Business Day in terms of offer document of the scheme and the MF Regulations and various circulars issued thereunder.
 9. The Client agrees to execute the transactions in the mode as may be permitted by the Stock Broker from time to time. The Stock Broker or the concerned Mutual Fund or their respective registrars shall not be responsible for any losses, claims, liabilities arising out of non-adherence of the same by the Client.
 10. The Client shall comply with the rules and guidelines of the Regulations, the scheme offer document for all systematic transaction, requests like systematic investment plan, systematic transfer plan and systematic withdrawal plan.
 11. The Client shall receive all communication related to his transaction by electronic mode from the Stock Broker, Mutual Fund and its Registrar's, unless the client required a physical statement by making a request to the Fund House / Registrar / the Stock Broker for the same. The Client can view his holdings and transaction status details on the Stock Broker website and can print the same.
 12. After the first purchase transaction the Client shall not transact until a folio is allotted by Fund House/its Registrar. The Stock Broker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
 13. In case of purchase transaction, the Stock Broker may consider to collect the payment from the Client by providing a payment gateway to his bank account for real-time fund transfer, or cheque or such other mode as it may consider appropriate to process the said transaction.
 14. In case of redemption requests, the redemption proceeds will be directly given to the Client's notified bank account electronically or otherwise.
 15. The Client understands that the units of the schemes are not offered, nor is the fund managed or intended to serve as a vehicle for frequent trading that seeks to take advantage of short term fluctuations in the market, hence AMCs / their Registrars at their sole discretion may consider to reject any purchase or exchange of units that reasonably believes may represent a pattern of market timing activity involving the fund of the Mutual Fund.
 16. The Mutual Fund schemes offered by the Stock Broker, have not been recommended by the Stock Broker, nor have been sponsored by the Stock Broker, or its affiliates or its sponsors. Also, the Stock Broker shall have the discretion to select the Mutual funds and the schemes that it shall offer. The Stock Broker reserves the right to either temporarily or permanently withdraw or

suspend any mode for mutual fund transaction provided to the client either for specific mutual fund scheme or all mutual fund at any time without giving any prior notice or assigning any reason for the same. The Stock Broker may also consider offering / suspending to select Clients / Client categories mutual fund services wide online and other channels.

17. If either party considers terminating the mutual fund services, the Stock Broker shall cooperate and coordinate with the Client in converting his holdings under this arrangement to another folio and obtaining necessary documents.
18. The Client can apply through internet for only those NFOs that are available on the Website while they are open for subscription.
19. The price applicable to Client's valid financial transaction request shall depend on the type of the fund, SEBI guidelines and the time when the request is placed. As per the current SEBI guidelines the cutoff time for accepting orders as set out by Mutual Fund in non-liquid funds is 1500 hrs and in liquid funds it is 1200 hrs. However, taking into account internal transaction processing time the Stock Broker may pre-pone the cutoff time for accepting online orders and notify on the website and this may be subject to change from time to time without any prior information.

VIII TERMS AND CONDITIONS APPLICABLE TO NRIs

1. The Client agrees and confirms the following:
 - (a) The availability of Services does not constitute an offer to buy or sell or a solicitation in this regard made to any person. The Services are not available to foreign residents including NRIs in the United States. It is only available to NRIs residing in jurisdiction permitting investment in and trading of Indian Securities on Indian Stock Exchanges. The Services are not available to any person or entity who is citizen or resident of or located in any locality, state, country or other jurisdiction, where availing of such Services would be contrary to any local applicable laws, Rules or Regulations or which would subject the Stock Broker and any of its Affiliates or group companies to any registration or licensing requirements within such jurisdiction.
 - (b) The Client shall abide by the Foreign Exchange Management Act, 1999 ("FEMA") and Rules and Regulations issued there under from time to time and other applicable laws and any law, regulation or rule in the Client's jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements

that may apply as a result of the Client's country of citizenship, domicile, residence or tax-paying status.

- (c) If the Client (if a Foreign Institutional Investor/Non Resident Indian / Person of Indian Origin) has restrictions or is not legally permitted to deal in Securities or the Services offered by the Stock Broker in the jurisdiction or the country where such Client resides, the Client shall not avail, neither be entitled to avail Services offered by the Stock Broker under this Agreement.
- (d) The availability of the Services to NRIs is subject to compliance by the Client with procedural formalities as prescribed by the Regulatory Authorities and/or the Stock Broker from time to time.
- (e) The Client agrees and confirms that the Stock Broker may not permit the Client from trading in certain Securities as may be prescribed by the relevant authorities and/or Exchange Rules/Regulations/Bye-Laws and/or the Stock Broker's own internal policy.
- (f) The Client agrees and confirms that the Client is aware that the Stock Broker may at its discretion restricts or prohibit certain transactions/ trading methods and procedures, settlement procedures with respect to NRI Clients as may be prohibited/prescribed by the relevant authorities and /or Exchange Rules/ Regulations/Byelaws and/or by the Stock Broker's internal policy from time to time.
- (g) The Client agrees that the Stock Broker shall not be bound to offer certain products to NRI Clients if they are so prohibited under FEMA and other Applicable Laws.
- (h) The Client shall (promptly on gaining knowledge of the same) inform the Stock Broker in writing the details of all shares held by the Client in any listed Company or Corporate Body in order that the purchase or sale of shares by the Stock Broker on account of the Client do not contravene any provisions of the FEMA and any rules, regulations and notifications made there under. Compliance with the provisions of the FEMA on account of any purchases or sale of shares shall be the responsibility of the Client and the Client shall keep the Stock Broker indemnified against the consequences of any non-compliance thereof the Client.
- (i) In the event the Client is a Foreign Institutional Investor / Non-Resident Indian / Person of Indian Origin, he/it hereby acknowledges that he/it is aware of RBI guidelines in relation to his/its investments in the secondary market in India and hereby agrees to keep himself/itself abreast of the ceiling limits on

- investments as published by the RBI and/ or relevant authorities from time to time and also agrees that he/it shall immediately reverse his/its transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case the Client does not/is unable to reverse such transactions immediately, the Client authorizes the Stock Broker to do so or the Stock Broker may at its discretion immediately square off all or some of the positions of the client either entirely / partially without any recourse to such client and any resultant or associated losses that may occur due to such square off shall be borne by the Client.
- (j) The Client acknowledges that the Stock Broker may without the clients prior approval, release Client's transaction details or share, such transaction details with the authorized dealer or with the relevant authorities for the purpose of tax calculations and other statutory deductions or matter. Further the NRI Client hereby agrees and understand that in respect of securities purchased or sold by the NRI Client all tax deductions shall be carried out by the authorized dealer in accordance with Applicable Laws and the Stock Broker shall not be liable or responsible for computing the amount of deductible tax or the method, procedure or basis for the same on otherwise.
2. The Client represents, warrants and undertakes on an ongoing basis that
- (a) The Client is an NRI and at the time of availing these services the Client is not resident in United State and is also not a citizen or resident of located in any locality, state, country or other jurisdiction, where availing of such Services would be country to any local applicable laws, rules or regulations or which would subject the Stock Broker and any of its affiliates or group companies to any registration or licensing requirements within such jurisdiction.
- (b) Further the Client undertakes to promptly inform the Stock Broker if he/she shifts his / her resident or domicile so the United States or any other jurisdiction where availing of such Services would be contrary to any local applicable laws, rules or regulations or which would subject to the Stock Broker and any of its Affiliates or group companies so any registration or licensing requirements within such jurisdiction.
- (c) The Client has not been prohibited or debarred from dealing in securities by SEBI, the RBI under FEMA or any other regulatory authority under the Applicable laws.
- (d) The Stock Broker has open the Client Account on the basis of the statement(s)/ declaration(s) made by the Client and the Client also agrees that if any of the statement(s)/ declaration(s) made herein are found to be incorrect, then the Stock Broker (which term for this clause includes its Affiliates or its employees, directors, agents and representatives or the employees, directors, agents and representatives of such Affiliate), shall not be held liable for any direct or indirect loss or damage caused to the Client by such wrongful declaration or misrepresentation. Further, the Client shall keep the Stock Broker fully indemnified against all direct/ indirect costs, damages, liabilities penalties, fee (including attorney fee) suffered or incurred by the Stock Broker. The Services provided by the Stock Broker would be put into use only for bonafide transactions and shall not involve any violations of the provisions of any Government of India / exchange control regulations or any other Applicable Laws or regulations in force in India or any other jurisdiction to which the Client is subject to.
- (e) With respect to the Security Account the Client shall operate the same only for the purpose of availing Services from the Stock Broker under this Agreement and shall not operate or use them for any other purpose or transaction including, without limitation, primary market or off-market transactions. Subject to laws applicable, any reporting or compliance obligations that arise under FEMA or other Applicable Laws with respect to the Security Account shall be obligation of the Client and under no circumstances whatsoever the Client shall hold the Stock Broker liable for any such reporting or non-compliance.
- (f) The Client has read and understood all Rules and Regulations pertaining to investments by NRIs in securities/ debentures of Indian Companies.
- (g) The Client hereby undertakes to intimate the Stock Broker about his/her return to India or to any other jurisdiction for permanent residence immediately on arrival.
- (h) The client is desirous of making investments in securities of Indian companies under the portfolio Investment Scheme under FEMA through a branch designated by an authorized Dealer. The Client confirms that all debits to the bank accounts (repatriable/non repatriable) for the purpose of investment in India unit credits on sales of investments in India would be in accordance with the Applicable Laws and requisite permission of RBI, whenever necessary.

(i) The Stock Broker may at its discretion seek details of Client's investments in securities in India from time to time. Further, the Client hereby declares that all the particulars of his existing investments are true and correct and the particulars include all the purchases /sales of permitted securities made by the Client in India through Stock Exchanges in India. The Client also warrants that the investments in each company by the Client does not exceed such permissible percentage of the paid up value of shares and/ or each series of convertible debentures purchased both on repatriation and on non-repatriation basis as per relevant regulations laid down by the appropriate authorities from time to time and subject to any change by virtue of a resolution by the general body of the company concerned.

(j) In case the Client applies for shares in an Initial Public Offer/ Public Offer through the Stock Broker, the Client shall not, without prior intimation and acknowledgement of the Stock Broker, liaise with the registrar for the Initial Public Offer/ Public Offer to change the details of the Security Account, Bank Account and the address on the account opening form provided to the registrar by the Stock Broker. The Client further authorizes the Stock Broker to give standing instructions to the registrar to reject such requests from the Client. In the event of any change in the details of the Security Account, Bank Account or any other relevant details, the Client shall first update such changes with the Stock Broker who shall liaise with the registrar to update such changes and accordingly the refunds/ allotments on the application for Initial Public Offer shall be made.

3. Declaration of Non-Solicitation

The Client hereby declares that the Client is desirous that the Stock Broker contact the Client at the contact details furnished to the Stock Broker, for providing information to the Client on the services offered by the Stock Broker and hereby further declares that the Client is making such request(s) independently, and without having been solicited by the Stock

Broker or its officers/agents/ representatives or Affiliates to do so in any manner whatsoever, and that the Client is entitled to do so under the Applicable Laws (including without Limitation the FEMA Rules and Regulations as issued there under) or laws of any other jurisdiction which may be applicable to the Client.

The Client hereby agrees and acknowledges that he/she is solely responsible for compliance with any laws, regulations or rules, in the jurisdiction in which the Client is resident or any other jurisdiction, including but not limited to applicable securities laws, tax, foreign exchange and capital control and for reporting filing or registration requirements that may apply as a result of Client's country of citizenship, domicile, residence or tax-paying status. Neither the Stock Broker nor any of its affiliates, has/ have any responsibility for Client's compliance with any laws, regulations or rules applicable in relation to any service provided by the Stock Broker or any of its affiliates.

IX. General Terms:

1. Brokerage/Fees/Commission or Other Charges

The Client agrees and acknowledges as follows:

- (a) The Client agrees to pay an upfront service fee if so required by the Stock Broker for availing the services offered by the Stock Broker.
- (b) The Client agrees to pay various fees, charges, commission depending upon the services availed by the Client as maybe notified by the Stock Broker from time to time.
- (c) The Client hereby agrees to pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred or suffered by the Stock Broker as a result of the Client's default, including without limitation, due to dishonor of cheques.
- (d) The Stock Broker shall debit the charges of the Depository Participant for the

trades and the bank charges for the realization of cheques etc. to the Bank Account and the Client hereby authorizes the Stock Broker to do the same.


- (e) In respect of any monies payable in accordance with the provisions of this clause and without prejudice to the absolute obligation of the Client to make payment of monies forthwith upon demand, the Client shall be liable to pay interest at such a rate as may be determined and notified by the Stock Broker from time to time, from the date of demand from the Stock Broker till the actual date of receipt of such monies by the Stock Broker.
- (f) All payment to the Stock Broker shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds for same day settlement in Mumbai.
- (g) Brokerage shall be paid in the manner intimated by the Stock Broker to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise as set out in the "Mandatory Policies and Procedures", together with the service tax as may be applicable from time to time on the same. The Client further agrees to pay any applicable taxes including the securities transaction tax, duties and levies as maybe levied on the transaction from time to time.
- (h) The Client agrees to pay the stamp duty payable on this Agreement and on any other instruments relating to any transaction executed pursuant to this Agreement including without limitation any stamp duty payable on Contract Notes issued pursuant to this Agreement. Without prejudice to the generality of the above clause, the Client also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed under this Agreement is received by the Client in any other state other than the state of Maharashtra. Further, the Client agrees to pay, in the event of any differential stamp duty payable, such differential stamp duty where this Agreement is executed in any other state other than the state of Maharashtra.

- (l) To the extent permitted by Applicable Laws, the Client agrees that the Stock Broker may at its sole discretion charge an inactivity fee for non-use of the Client Account for prolonged period which shall be non-refundable even if the Client uses such Account subsequently.
- (j) Without prejudice to the absolute obligation of the Client to pay/reimburse monies to the Stock Broker as set-out above, the Stock Broker shall also be entitled to set-off and appropriate any monies that may be placed with or available with the Stock Broker for and/or on behalf of the Client towards any dues of the Client to the Stock Broker or its group / associate companies, arising howsoever.

2. Suspension of Services and Termination

The Client agrees that

- (a) The Stock Broker may at any time, as it considers necessary in its sole discretion and without prior notice to the Client prohibit or restrict or suspend the Client's access to or use of the Services (other than broking services) provided to the Client under this Agreement whether in part or entirely.
- (b) The Stock Broker shall be entitled to suspend or terminate this Agreement without prior notice if :-
 - i. the Client has breached this Agreement
 - ii. upon the death, winding up, Bankruptcy, liquidation or lack of legal capacity of the Client or is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI:
 - iii. the Client fails to maintain the bank Account and/or the Securities Account (or any replacement thereof)
 - iv. the Client has misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise or
 - v. any proceedings or investigations that involve the Client or his properties have been initiated or is ongoing or
 - vi. the client fails to fulfill his payment obligations under this Agreement or otherwise due to the Stock Broker or
 - vii. the Client has violated the Applicable law or
 - viii. if the Client is designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the regulator

(55)  (Authorised Signatory)

ix. if the client migrates to a jurisdiction which prohibits trading in Indian securities or otherwise subjects the Stock Broker or any of its employees to any licensing or registration requirements.

(c) Upon termination of this agreement all other agreements, annexure and writings supplementing this Agreement entered into by and between the Parties shall stand terminated.

3. Assignment

The Client agrees and acknowledges that he shall not be entitled to assign any of its rights, obligations and/or benefits under this Agreement without the prior written consent of the Stock Broker and the Stock Broker shall be entitled to assign its rights, obligations and/or benefits under this Agreement to any successor entity, Affiliate or to any other third party entity at its absolute discretion.

4. Severability

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

5. Force Majeure

The Stock Broker and/or any of its Affiliates will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, accident, power failure, equipment or software malfunction, strikes, event of national emergency, war prohibitive governmental regulation, natural calamity or if any other force majeure cause which is beyond the reasonable control or any other conditions beyond the Stock Broker's control.

6. The Client agrees and acknowledges that notwithstanding anything contained hereinabove, in the event there is any conflict between the terms and conditions set out herein and the terms and conditions set out in the mandatory documents, the terms and conditions set out in the mandatory document shall prevail over the terms and conditions set out herein above and any such terms and conditions contravening any of the clauses in the mandatory documents as also the rules, regulations, articles, bye-laws, circulars, directives and guidelines of SEBI and Exchanges shall have no effect and void.

I/We have read and understood the terms & conditions laid out in this documents and I/We agree to abide by it at all the times.

(56) _____
(Authorized Signatory)

Date :

(VOLUNTARY)

(The Client may, if he deems fit, execute this instruction)

Authorisation to issue the contract note and trade confirmations by E-mail

Date:

To,
Edelweiss Broking Ltd,
14th Floor,
Express Towers,
Nariman Point
Mumbai 400 021.

Dear Sirs,

I/We hereby authorize you to issue the contract note/trade confirmations of the trades executed by me/us, bills and account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act , 2000 and the rules made thereunder, to any of my below mentioned email ids:

- E-mail Id 1: _____
- E-mail Id 2: _____

***tick the appropriate box to select the default option.**

I/We further hereby agree that the member shall fulfill the legal obligation, if the above documents are sent electronically to any one of the abovementioned e-mail ids. I/We agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address or for any other reason which inter alia include my/our email/inbox running out of capacity, malfunction of my/ our computer system/ server/ internet connection etc. I/ We also agree that the member shall not take cognizance of out-of-office/out-of-station auto replies and I/ We shall be deemed to have received such electronic mails. I/we agree to intimate any change in the e-mail id to you immediately in writing. However, in the case of internet clients, the request for such change in email id may be made through the secured access by way of client-specific login id and password provided by Edelweiss.

Yours faithfully,

(57) ➞ _____
(Authorised Signatory)

(To be signed by the Client only and not by any other person or holder of the Power of Attorney on his behalf)

(VOLUNTARY)

(The Client may, if he deems fit, execute this authorization)

(Reference para. 12 of SEBI Circular No. MIRSD/SE/CIR-19/2009 dated December 03, 2009)

Date:

To,
Edelweiss Broking Ltd,
14th Floor,
Express Towers,
Nariman Point
Mumbai 400 021.

Dear Sirs,

Sub: Authorization to maintain running accounts- Trading account number with you

I/We hereby authorize you to effect release of funds and securities due to me/us in the captioned account and arising out of transactions executed by me/us through you on a running account basis instead of on a settlement- to- settlement basis. No amount by way of interest or otherwise shall be payable by you to me/us in respect of funds or securities so held by you on a running account basis. The funds and/or securities, held by you on a running account basis and releasable to me/us, shall be released to me/us as and when I/we require you to do so in writing.

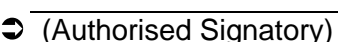
However, my preference for compulsory periodic settlement of funds/securities is as follows:

Monthly

Quarterly

This authorization is valid for a period of one year from the date hereof unless specifically extended by me/us in writing for such period as shall be specified in such extension. I/We, however, reserve my/our right to revoke this authorization at any time in writing.

Yours faithfully,

(58)  (Authorised Signatory)

(To be signed by the Client only, and not by any other person on his behalf)

(VOLUNTARY)

Date:

Place :

Edelweiss Broking Limited

14th Floor, Express Towers,
Nariman Point
Mumbai 400 021.

Dear Sir/Madam,

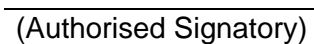
Sub : Power of Attorney

Please find attached a Power of Attorney (PoA) to operate my/our depository account and to undertake the activities specified in the PoA on behalf of the me / us. I /We hereby confirm and agree that any party acting on the basis on the authority granted to Edelweiss Broking Ltd. (EBL) pursuant to this PoA shall not be liable I respect of any such transaction processed.

I/We further confirm and agree that EBL shall not be liable for any loss or claims whatsoever that may arise in relation to any act done by it in its capacity as attorney pursuant to this PoA, resulting due to :

- (i) Any failure/inability in electronic connectivity or rejection of my/our application for any reason whatsoever or
- (ii) For any transaction processed on the basis of information provided by EBL to the issuers/owners of securities or investment products in the applications or otherwise based on the information provided by me/us.

Yours faithfully,

(60)  (Authorised Signatory)

POWER OF ATTORNEY (VOLUNTARY)

THIS POWER OF ATTORNEY("PoA") is made on the date and place as mentioned in the Schedule hereunder by the person(s) mentioned in the Schedule (hereinafter referred to as "Principal/s") in favour of Edelweiss Broking Limited, a company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office at 2nd Floor, MB Towers, Plot No 5, Road No 2, Banjara Hills Hyderabad - 500 034 and corporate office at 14th Floor, Express Towers, Nariman Point, Mumbai- 400 021 (hereinafter referred to "EBL" which expression shall unless repugnant to the context thereof mean and include its successors and assigns) acting through its directors or such other persons as may be duly authorized by EBL in this regard.

WHEREAS EBL is a member of such Stock Exchanges & segments as mentioned in Annexure 1 {hereinafter collectively referred to as "the Exchanges"}

AND WHEREAS "EBL" is a Depository Participant with National Securities Depository Limited bearing Depository Participant ID No. IN303719

AND WHEREAS the Client (first named in the Schedule) wish to avail and/or have availed the services offered by EBL in its capacity as a member of the Exchanges and has entered into or may enter into one or more member-client agreements (hereinafter collective referred as "Client Agreement") with EBL for transacting in securities on the Exchanges in accordance with the provisions of the Client Agreement read with the terms and conditions ("Terms") voluntarily agreed with EBL and for facilitating the proper execution of the transactions contemplated in the said Client Agreement and the Terms, and for the purpose the Client along with the other Principal/s intends to confer on EBL the authorities and powers specified in this PoA.

AND Whereas EBL, in its capacity other than stock broker, also provides certain other permissible services through its web site www.edelweiss.in or any other site specified by EBL from time to time or through any other channels, which interalia include facilitating application for any offer or public issue of shares, securities, stocks, bonds, debentures, mutual fund units, units of any collective investment scheme or any other security or purchase/sale /redemption, investment, tendering shares in Open Offers, subscription of Post Office Deposits, Life Insurance policies, General Insurance policies, Government Bonds, Bonds issued by Government owned or controlled corporations or enterprises, or unlisted securities or other financial instrument ("Investment Products") and the Client intends to avail the said services, and for the purpose of facilitating the transactions in the Investment Products on his behalf, the Client along with the other Principal/s confer on EBL the authorities and powers specified in this PoA.

AND Whereas the Client being the beneficiary/ies of the transactions carried out pursuant to this PoA, the Principal/ s are desirous of constituting and appointing EBL as their lawfully constituted attorney and confer upon it the powers hereinafter stated.

1. To operate a depository account with EBL (as per the details given in the Schedule) and/or any other depository participant opened and communicated by the Principal/s to EBL to debit the said account to meet all margin/settlement obligations arising out of transactions executed on the Exchanges for and on behalf of the Client and/ or transfer securities from the Beneficiary Owner account of the Principal/s to such demat accounts as mentioned in Annexure 1 for the purpose of delivering the same in respect of securities sold by the Client and / or for margin purposes to the Stock Exchanges in relation to any segment, arising out of such transaction executed on Stock Exchanges or any other stock exchange duly recognized and regulated under the applicable laws, as the case may be.
2. To make application and or issue instructions for creation/invocation/confirmation/closure of lien and/or pledge on the securities/ units in the Depository account of the Principal/s with EBL or any other

depository participant on behalf of the Client for the purpose of meeting settlement/margin requirements in respect of transactions on the Exchanges for and on behalf of the Client.

- . 3. To register this Power of Attorney in the depository system with EBL or any other party as may be required.
- . 4. To sign and execute the necessary documents, forms, agreements, undertakings, confirmations, declarations, etc. or any other documents relating to any of the Investment Products including but not limited to for subscription, purchase, sale, redemption or disposal thereof pursuant to the instructions of the client(s).
5. To forward all such applications placed through the website or any other channels of communication, to the online-IPO module of the concerned Exchange or owner/issuer of units of mutual funds, collective investment scheme or other securities or any other Investment Product pursuant to the instructions of the client(s).
6. To confirm, on behalf of Client, having read and understood the contents of the offer documents of various schemes of the mutual funds or any other Investment Products in which EBL may invest on behalf of the Client pursuant to the instructions of the client(s).
7. To operate a depository account with EBL (as per the details given in the Schedule) and/or any other depository participant opened and communicated by the Principal/s to EBL to validate on behalf of the Principal/s any instructions given in written or physical form with respect to the depository account as may be required including, but not limited to dematerialization and/or rematerialization of securities allotted on application by EBL on behalf of the Client and for delivery of securities for the purpose of redemption or repurchase by the issuers.
8. To return to the Client the securities or funds that have been received erroneously or those securities or funds that EBL was not entitled to receive from the Client.
9. To retain all originals of the documents executed by and on behalf of the Principal/s.

The client authorizes EBL to send consolidated summary of Client's scrip-wise buy and sell positions taken with average rates to the client by way of SMS/email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

This Power of Attorney may be revoked at any time by the Principal/s by lodging with EBL a communication in writing duly signed. Provided, however, that the revocation shall not so operate as to preclude or deny execution of transactions as are required for the purpose of fulfilling all obligations (towards settlement, delivery, margin or otherwise), arising out of transactions executed for and on behalf of Clients by EBL on the Stock Exchanges prior to the time of receipt of such revocation by EBL and is exclusive to EBL except to the extent not permissible under the Bye-laws, Rules and Regulations of the Exchanges and Depository and the directions issued thereunder. All acts, matters, things or deeds done by the above mentioned attorney EBL in this regard shall be deemed to be actions done on behalf of Principal/s and if necessary shall be ratified by the Principal/s on the instructions of EBL and such actions will be binding on the Principal/s. This document shall be subject to the jurisdiction of the courts in Mumbai.

The details provided in the schedule may be altered by the Principal/s and the details provided in the Annexure-1 may be altered by EBL by giving a due notice of 7 working days to the other party.

The Schedule hereinabove referred to

Name of Client	
Address	
Beneficiary Owner Account No.	
Beneficiary Owner Account Holder(s)	
Principal/s	
First Holder	(47) ↻
Second Holder	(13) ➤
Third Holder	(13) ➔

Annexure 1

Name of the Stock Broker	Name of the Exchange and Segments	SEBI Regn No's of Broker
Edelweiss Broking Ltd.	NSE-CM/FO/Currency	INB/INF/INE231311631
	BSE-CM	INB011311637

Name of the DP	DP ID	Account Type	Account No	CM BP ID
Edelweiss Broking Ltd	IN 303719	NSE Pool A/c	10246227	IN 565785
Edelweiss Securities Ltd	12032300	NSE Pool A/c	00158395	-
Edelweiss Securities Ltd	12032300	BSE Pool A/c	00158420	-
Edelweiss Broking Ltd	IN 303719	BSE Pool A/c	10246235	IN 655816
Edelweiss Broking Ltd	IN 303719	Client Margin A/c	10177091	-
Edelweiss Securities Ltd	12032300	Client Margin A/c	00182730	-
Edelweiss Securities Ltd	12032300	Client Hold A/c	00159346	-
Edelweiss Broking Ltd	IN 303719	CDS Margin A/c	10150162	-

Date:

Place:

IN WITNESS WHEREOF, I/We have hereunto set and subscribed our respective hands on the day, date and year herein above mentioned

	Name	Signature
First Holder		(47) ↻
Second Holder		(13) ➤
Third Holder		(13) ➔
Witness		

Acceptance of Power of Attorney at Chennai

I, _____

(Name, address, Designation) on behalf of Edelweiss Broking Limited accept appointment as an agent under this power of attorney and undertake the powers conferred hereunder shall be exercised by me and/or by any other person authorized by Edelweiss Broking Limited honestly, in accordance with the conditions and directions set out above.

_____ (Date and signature of agent)

HUF DECLARATION FROM BY KARTA

To,
Edelweiss Broking Limited
14th Floor, Express Tower,
Nariman Point, Mumbai – 400 021.

Dear Sir / Madam,

Mr./Ms. _____ Karta of Hindu Undivided Family, here by
declared that the following are the Co-Parceners of my family.

Sr. No	Particulars	Name	Sex	Date of Birth	Relationship
1	Karta				
2	Co-Parcener 2				
3	Co-Parcener 3				
4	Co-Parcener 4				
5	Co-Parcener 5				
6	Co-Parcener 6				
7	Co-Parcener 7				
8	Co-Parcener 8				
9	Co-Parcener 9				
10	Co-Parcener 10				
11	Co-Parcener 11				

I hereby, State that details mentioned as above are true and any changes in then would be intimated to you in writing.

Name : _____

Singed : _____

(Name and Signature of Karta with the appropriate Karta stamp)

PARTNERSHIP LETTER OF AUTHORITY
(To be obtained on the firm's letterhead)

Date _____

To _____

Edelweiss Broking Limited

14th Floor, Express Towers,
Nariman Point
Mumbai 400 021

Dear Sirs,

We, the undersigned partners of _____ carrying on business at _____
_____ desire
to open account with you for the purpose of buying and selling of securities through you.

We, the partners jointly authorise our partner, Mr./Ms. _____
_____ to issue instructions to you as our broker for
securities, trades, funds, etc. and undertake that all the acts of the said partner in this connection purporting
to be done on behalf of the firm shall be binding on the firm and each one of us and our respective estates until
liabilities if any, occurred in respect of such acts have been discharged.

We also hereby jointly state and confirm that all the delivery resulting from trades carried out by us shall be
routed through Demat A/c No. : DP ID _____ Client ID _____
which belongs to our aforesaid authorised partner.

Yours faithfully,

Full Name of the partners

Individual signatures

Signatures on behalf of the firm

1. _____	_____	Ⓢ _____
2. _____	_____	Ⓢ _____
3. _____	_____	Ⓢ _____
4. _____	_____	Ⓢ _____

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES
(To be obtained on pre-printed corporate letterhead)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S _____ HAVING ITS REGISTERED OFFICE AT _____ HELD ON _____ DAY OF _____ 20____ AT _____

Resolved that the company do agree with Edelweiss Broking Limited, Member of the National Stock Exchange of India Ltd. (NSE) and Bombay Stock Exchange Limited (BSE) etc for the purpose of dealing on capital market segment, Futures and Options segment or any other segment that may be introduced by BSE/NSE/ Edelweiss Broking Limited, in future and the said Trading Member be and is hereby authorized to honour instructions, oral / written or electronic, given on behalf of the company by any of the under noted authorized signatories:-

Sr. No.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through Edelweiss Broking Limited, on behalf of the company.

RESOLVED FURTHER THAT Mr _____ Director, and / or Mr _____ Authorized Signatory of the company be and is hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT, the common seal of the company be affixed, wherever necessary, in the presence of any directors or of any one director and Company Secretary, who shall sign the same in token of the presence.

For _____

Chairman/Company Secretary
(To be signed by atleast 2 directors)

Specimen signature of the Authorized person.

Name _____ Specimen Signature _____
(The above signature to be attested by the person signing the resolution for account opening on behalf of the company)

**EXTRACT FROM THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF _____
_____ (COMPANY'S NAME) DULY CONVENED
& HELD ON ____ / ____ / ____ (D D/ M M/ Y Y Y Y) AT WHICH PROPER QUORUM WAS PRESENT.**

**"RESOLVED THAT Demat Account to be opened in the name and style of _____
_____ with Depository Participant, M/s. Edelweiss Broking Limited".**

"RESOLVED FURTHER THAT the following persons, be and hereby, jointly and / or severally, authorized to make, sign, execute, enter into any application, agreement, deed, form or any other document and generally to do all such acts, deeds and things as may be required to open the said account.

1.

2

.

3.

4

.

"RESOLVED FURTHER THAT the following persons, be and hereby, jointly and / or severally, authorized to sign all documents and generally to do all such acts, deeds and things as may be required to operate the said account".

1.

2.

3.

4.

"FURTHER RESOLVED THAT a certified copy of this resolution be furnished to M/s. Edelweiss Broking Limited for their records".

Certified as true

For _____

Managing Director/Director/Company Secretary