

ANNEXURE – 1
INDEX OF DOCUMENTS

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MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
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		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	8-12
2.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	13-19
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	20-23
4.	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	24-25
5.	Policies and Procedures	Document describing significant policies and procedures of the stock broker (to be added by the stock broker).	26-29
6.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker).	29
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Directors DIN No.: Bharat Bhogilal Shah - 00537669 • Malti Bharat Shah - 00537689 • Nirav Bharat Shah - 00537729			
Name of stock broker/trading member/clearing member: M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD SEBI Registration No. and Date: INZ000218139 Regd. & Correspondence office add.: R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001. PH - 022-2272 1907/1936/1967 • FAX - 022-22722966 Compliance Officer Name, Phone No. & Email Id: Nirav Shah , 9821024608 & nirav.shah@btsec.co.in Director's Name, Phone No. & Email Id: Bharat Shah , 2272 1907 & bbshah056@yahoo.co.in For any grievance/dispute please contact stock broker (name) at the above address or email id investors@btsec.co.in and Phone no. 022-2272 2331. In case not satisfied with the response, please contact the concerned exchange(s) for BSE {Email ID} dis@bseindia.com {Tel} 022 2272 8517 - CDSL -{Email ID} complaints@cdslindia.com {Tel} 1800 22 5533 - SEBI {Website} https://scores.gov.in {Tel} 1800 266 7575 / 1800 22 7575			

INSTRUCTIONS FOR FILLING KYC FORM

MANDATORY

A. IMPORTANT POINTS:

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

B. Exemptions/clarifications to PAN

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

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

C. List of people authorized to attest the documents:

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

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

MANDATORY

A. Proof of Identity (POI): - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)
 Passport
 Voter ID card
 Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

B. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

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

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

For Individuals:

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

In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below: (Please tick against documents provided)

MANDATORY

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

Note:

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

For Individuals

ANNEXURE - 2

MANDATORY

KNOW YOUR CLIENT (KYC) APPLICATION FORM

PHOTOGRAPH
Please affix your recent passport size photograph and sign across it.

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

- 1. Name of the Applicant: _____
- 2. Father's/ Spouse Name: _____ (1)
- 3. Mother Name: _____ Maiden Name if any _____
- 4. a. Gender: Male/ Female b. Marital status: Single/ Married c. Date of birth: _____ (dd/mm/yyyy)
- 5. a. Nationality: _____ b. Status: Resident Individual/Non Resident/Foreign National
- 6. a. PAN: _____ b. Unique Identification Number (UID)/Aadhaar, if any: _____
- 7. Specify the proof of Identity submitted: _____

B. ADDRESS DETAILS

- 1. Residence Address: _____

 City/town/village: _____ Pin Code: _____ State: _____ Country: _____
- 2. Contact Details: Tel.(Off.) _____ Tel.(Res.) _____
 Mobile No.: _____ Fax: _____ Email id: _____
- 3. Specify the proof of address submitted for residence address: _____
- 4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant):
 _____ City/town/village: _____ Pin Code: _____ State: _____ Country: _____
- 5. Specify the proof of address submitted for permanent address: _____

DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

(2)

Signature of the Applicant

Date: _____ (dd/mm/yyyy)

FOR OFFICE USE ONLY

Originals verified and self-attested documents received

(_____) Signature of the Authorised Signatory

Date _____

Seal/Stamp of the intermediary

TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT(S) DETAILS

Bank Name:														
Branch Address:														
Bank Account No.:										Account Type: Saving/Current/Others-In case of NRI/NRE/NRO				
MICR Number:					IFSC Code:									

B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name:														
Depository Name (NSDL/CDSL):														
Beneficiary name:														
DP ID:					Beneficiary ID (BO ID)									

C. TRADING PREFERENCES

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

Exchanges	Segments
BSE	Cash <input type="checkbox"/> (9)

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

D. OTHER DETAILS														
1. Gross Annual Income details (please specify) : Income Range per annum														
<input type="checkbox"/> Upto Rs. 1,00,000/- <input type="checkbox"/> Rs. 1,00,001/- to Rs. 5,00,000/- <input type="checkbox"/> Rs. 5,00,001/- to Rs. 10,00,000/- <input type="checkbox"/> Rs. 10,00,001/- to Rs. 25,00,000/- <input type="checkbox"/> Rs. 25,00,001/- to Rs. 100,00,000/- <input type="checkbox"/> Above Rs. 100,00,001/- Net worth as on Date : _____ Rs. _____ (Net worth should not be older than 1 year)														
2. Occupation (please tick any one and give brief details)					<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Student <input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Others									
3. Please tick, if applicable					<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to a Politically Exposed Person (PEP)									
4. Is the entity involved/providing any of the following services <input type="checkbox"/> YES <input type="checkbox"/> NO														
- For Foreign Exchange / Money Changer Services <input type="checkbox"/> YES <input type="checkbox"/> NO – Gaming / Gambling / Lottery Services (e.g. casinos, betting syndicates) <input type="checkbox"/> YES <input type="checkbox"/> NO														
- Money Lending / Pawning <input type="checkbox"/> YES <input type="checkbox"/> NO														
5. Any other information														

E. PAST ACTIONS

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

F. DEALINGS THROUGH AUTHORISED PERSON AND OTHER STOCK BROKERS

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

"Pursuant to SEBI Circular dated August 3rd, 2018, w.e.f. April 1st, 2019 Sub-Broker has been migrated to AP."

INSTRUCTIONS/ CHECK LIST

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

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

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

2. Self-certified copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted. (Not more than 3 months old)
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
 - a. Form need to be initialized by all the authorized signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

NOMINATION FORM

[Annexure A to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts] (To be filled in by individual applying singly or jointly)

TM/DP Name & Address	M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001.										Nomination Registration No.				Dated											
Date	D	D	M	M	Y	Y	Y	Y	DP ID	1	2	0	4	1	7	0	0	Client ID	0	0						
I/We wish to make a nomination. [As per details given below]																	UCC									
Nomination Details																										
I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my/our account in the event of my/our death.																										
Nomination can be made upto three nominees in the account.			Details of 1st Nominee						Details of 2nd Nominee						Details of 3rd Nominee											
1. First Name																										
Middle Name																										
Last Name																										
2. Share of each Nominee Equally (If not equally, please specify percentage)			%						%						%											
			Any odd lot after division shall be transferred to the first nominee mentioned in the form.																							
3. Relationship With the Applicant (If Any)																										
4. Address of Nominee(s)																										
City																										
State																										
Pin																										
Country																										
5. Mobile No./Tele. No. of nominee(s)																										
6. E-mail ID of nominee(s)																										
7. Nominee Identification details [Please tick any one of following and provide details of same]																										
<input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID																										
Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:																										
8. Date of Birth (in case of minor nominee(s))			D	D	M	M	Y	Y	Y	Y	D	D	M	M	Y	Y	Y	Y	D	D	M	M	Y	Y	Y	Y
9. Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}																										

**RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS
as prescribed by SEBI and Stock Exchanges**

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

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

ADDITIONAL RIGHTS AND OBLIGATIONS

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

ELECTRONIC CONTRACT NOTES (ECN)

38. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail

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

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

LAW AND JURISDICTION

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

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

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

RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS**CLIENT RIGHTS**

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position/security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close/terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility
3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.
3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/VAR margins

subject to minimum requirements specified by SEBI and exchanges from time to time.

4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.
5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.
6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.
7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
11. Margin Trading Accounts where there was no transactions for 90 days shall be settled immediately.
12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;
13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.
5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:**1.1 Risk of Higher Volatility:**

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

1.2 Risk of Lower Liquidity:

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

order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

1.7.1 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 / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of

communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

2.2 Currency specific risks:

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

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless

when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

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

2.4 Risks of Option Writers:

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

3. **TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:** Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

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

GUIDANCE NOTE - DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS**BEFORE YOU BEGIN TO TRADE**

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market

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

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

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

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

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

DISPUTES/ COMPLAINTS

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

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

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

Policies and Procedures for Client Dealings

MANDATORY

A. Refusal of orders for Penny Stock

- The broker reserves his right to accept orders for buy or sell of stocks that quote at a relatively low price or have low floating stock or are referring to Z group/T group restriction or restrictions on ASM/GSM securities appearing in SMS list. He will not be held responsible for any loss of opportunity by the client.

B. Setting up client's exposure limit:

- The Client is aware and agrees that trading exposure limit provided to each client may not be of same multiple, and it is discretionary prerogative of the broker to allow distinct permissible exposure to each client. The broker may seek upto 100% margin before accepting any order.

C. Brokerage rate:

- Brokerage will be charged to the clients at rates not exceeding the limit prescribed & permitted by the Exchange & SEBI. Other charges like exchange transaction charges, STT, GST, Stamp Duty, KRA charges, Cheque return charges may also be recovered.

D. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period not resulting in funding by the broker in contravention of the applicable laws

- The Client has executed a 'Running Account authorisation' in favour of the broker with intent to have ready margin to meet his or her or their trading needs. No interest is payable by the broker on credit balances, if any. Moreover, the broker is not into the business of funding client positions, hence delayed payment charges will not be charged.

E. The right to sell client's securities or clients' positions, without giving notice to the client, on account of non-payment of client's dues (this shall be limited to the extent of settlement / margin obligation)

M/s. Bhogilal Trikamlal Securities Pvt. Ltd. shall have the sole discretion to square off the open position of the Client and/ or sell clients' securities (including securities maintained as margin with M/s. Bhogilal Trikamlal Securities Pvt. Ltd. and securities lying in client's beneficiary/demat account) in case the Client fails to meet its settlement/ margin obligations in time. The specific securities to be sold and the positions to be squared off shall be decided solely by M/s. Bhogilal Trikamlal Securities Pvt. Ltd. Further, the square off of client's open position or the selling of securities may be executed on best effort basis on such Exchanges and at such price as may be decided by M/s. Bhogilal Trikamlal Securities Pvt. Ltd. M/s. Bhogilal Trikamlal Securities Pvt. Ltd. shall have no obligation of communicating the same to the Client. M/s. Bhogilal Trikamlal Securities Pvt. Ltd. shall not be responsible for any losses, delays, brokerage, other charges, margin shortfall penalties etc. incurred by the Client due to such squaring off of the open position of the client.

M/s. Bhogilal Trikamlal Securities Pvt. Ltd. reserves the right to square off client's open positions or sell clients' securities under following circumstances:

- (i) Where the limits given to the Client have been breached.
- (ii) Where the Client has defaulted on their existing obligation and/or had failed to make payments/deliver securities to M/s. Bhogilal Trikamlal Securities Pvt. Ltd. within the stipulated time period.
- (iii) Where the margin or security placed by the Client with M/s. Bhogilal Trikamlal Securities Pvt. Ltd. falls short of the applicable minimum margin as may be required to be maintained by the client.
- (iv) Where Mark to Market Loss on the open position has reached 80 % of the margins placed with M/s. Bhogilal Trikamlal Securities Pvt. Ltd. and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss.
- (v) if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time.
- (vi) In exceptional scenario, where inter-depository transfer is not available i.e. SGB, G-sec,... the client will have to open an account in the relevant Depository.

M/s. Bhogilal Trikamlal Securities Pvt. Ltd. shall not be hold responsible for any losses, brokerage, other charges, margin shortfall penalties etc.

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

- There could be instances when a client does not deliver shares against the sale position, and coincidentally another client is to receive shares of the same scrip. In such a scenario the position will be subject to the brokers discretion:

- (i) The Settlement positions will be closed by the broker at valuation rate above 20% then the market rate.
- (ii) The benefit calculated during the next days price after the payment day shall be recovered from the defaulting client & passed on to the respective beneficial client.
- (iii) Process of self auction shall be followed through the ICCL.

G. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client (as per SEBI circular No. CIR/HO/MIRSD/DOP/CIR/P/2019/75, dated 20th June, 2019 and the FAQ dated 27/09/2019)

- Under any of the circumstances, such as, client's failure to meet pay-in or margin obligations or clearance of outstanding/debit balance with broker before permissible time limit or beyond such period as may be allowed by broker as per its RMS policy, the Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. Even, broker can firstly set-off or adjust the payment or securities towards various dues and obligation of the client and until the full clearance of the same, shall not allow the client to take further/fresh position.

Further, it would be the duty of the client to monitor his/her/its position with the Broker from time to time. In case of any delay or failure in meeting any obligation, margin requirements etc. from client side, broker might close the existing position or open position WITHOUT ANY FURTHER INTIMATION to the client as per RMS policy. Such Circumstances may include (but not limited to):

- (i) failure to meet pay-in obligation on T+1 day,
- (ii) delay in meeting the pay-in or margin requirement,
- (iii) delay or failure in clearance of outstanding or dues to the broker,
- (iv) returning or frequent returning of cheques of the client,
- (v) Unnecessary / Unwarranted dispute from client without any substantial cause / reason,
- (vi) Client's attitude of not coming to the amicable settlement for any dispute that can be settled without involvement of Exchange and / or SEBI.
- (vii) As per prevalent RMS policy of the Broker,
- (viii) Any direction from SEBI/Exchange or such other authorities,
- (ix) Under such other circumstances as the Broker might think just and proper on case to case basis.

H. Temporarily suspending or closing a client's account based at the client's request

- The Broker and/or client may suspend Client's Trading Account from further dealing in the securities market through the broker in following circumstances:
 - (a) as per Client's prior written request alongwith account closing form duly signed by him and submitted to Broker at its Mumbai H.O. duly acknowledged by Broker (subject to clearance of entire outstanding/obligations) at least 3 days in advance,
 - (b) Dormant or in-active status of client beyond specified time limit as may be prescribed by Broker,
 - (c) Under any circumstances mentioned in (i) to (ix) above.
 - (d) For reactivation of the account all the new compliance/formalities of SEBI along with a new account opening form.

I. Deregistering a Client

The stock broker shall be entitled to deregister a client with immediate effect or at the absolute discretion of the member by giving 30 days notice in any of the following case:

- (i) Regulatory actions of the SEBI or any of its arms;
- (ii) Commencement of a legal process against the client under prevailing laws of land;
- (iii) Death or lunacy or disability resulting in inaction of the client.
- (iv) Breach of any term, condition;
- (v) Detection of misrepresentation of facts by the client;
- (vi) The client having voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (vii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

(viii) When the activities of the client are not justified by its profile.


J. Dormant / Inactive Client Account:

It is the broker's discretion to treat a client account as dormant / inactive if there is no activity in an account for more than two years from the last trade. In such cases, the client has to make a written request for reactivation of his trading account, with recent proofs and any upgradation in the KYC form.

K. Return of client assets: When a client is declared as inactive all the securities of the client are transferred to the demat account of the client. The funds belonging to the client shall be returned to the client. If for any reason the funds and securities of the client cannot be transferred to the client's bank account or demat account then the same shall be transferred into a separate account of the organization. The funds will be held in our bank a/c no: 008620100002387 (Client a/c) and securities will be held in our Demat a/c no: 1204170000025952 (Client Collateral a/c) until organization hears from the client or their representatives.

I/We have fully understood the above and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses of this document. These policies and procedures may be amended unilaterally by the broker, provided the amendment is informed to me / us. These policies and procedures shall always be read and shall be compulsorily referred to while deciding any dispute or claim between me / us and broker before any regulator or arbitrator or court of law.


L. Code Modification Policy: BTSPL does not allow modification of client codes except in cases as mentioned in the Policy for Error Account

Client's Signature  (12) _____

Statutory & Other Charges:

Brokerage will be exclusive of Transaction Charges, Stamp Duty, Security Transaction Tax, GST, SEBI Turnover fees or any other tax/levy imposed by Exchange/SEBI/Bank/any other government agencies.
 Brokerage shall not exceed maximum permissible limit as per rules and regulations of exchange/SEBI.

Branch :	Client Code :	Brokerage :		1st Leg		2nd Leg(Same Day)	
				%Age	Min	% Age	Min
			Trading				
			Delivery				
Checked By : / Approved By :			Account Code Updated By :				
Authorised Person : (Name and Signature)			(Name and Signature)				

Client's Signature  (13) _____

Place: _____

Date: _____

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

Bhogilal Trikamlal Securities Pvt. Ltd. caters to Institutional, Corporate, High net-worth and other retail clients through membership of various exchanges.

Bhogilal Trikamlal Securities Pvt. Ltd. besides doing client based business also does its own investment and/or trading.


“Proprietary Trading Disclosure noted”

The above is for your information and record.
 For **Bhogilal Trikamlal Securities Pvt. Ltd.**

Director/Authorised Signatory

Client Name : _____

Client Code : _____

Client's Signature:  (14)

RUNNING ACCOUNT AUTHORISATION**VOLUNTARY****M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD**

R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001.


Dear Sir,

Re: Running Account Authorisation

In order to facilitate operations of my/our trading account opened, I/We would like to authorise M/s. Bhogilal Trikamlal Securities Pvt. Ltd. (hereinafter referred as "BTSP") to maintain running account as per SEBI/Exchange circulars. Instead of settlement to settlement clearance of funds due to me/us I/We would like to maintain Running Account.

1. I/We hereby give my/our consent to maintain a running balance in my account and retain credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing corporation unless/I/We instruct/ revoke you otherwise.
2. I/We request you to settle my fund account as below: (Tick on appropriate option)
 Monthly Quarterly
3. As per the SEBI and Exchanges circulars, the settlement of running account of funds of the client shall be done by the trading member after considering the End of the day (EOD) obligation of funds as on the date of settlement across all the Exchange on first Friday of the Quarter/Month. If first Friday is a trading holiday, then such settlement shall be done on the previous trading day. For clients, who have opted for Monthly settlement, running account shall be settled on first Friday of each month. If first Friday is a trading holiday, then such settlement shall happen on the previous trading day.
4. I/We having credit balance and have not done any transaction within the 30-calendar day since the last transaction, the credit balance shall be returned to me/us, within next three working days or prescribed time limits irrespective of the date when running account was previously settled.
5. In case where I/ we and I have traded within 30 calendar days and there is outstanding trade position at the end of First Friday (or previous day in case of a holiday) of the Month/Quarter on which settlement of running account of funds is scheduled, BTSP may retain funds in the manner specified below:
 - i. Entire pay-in obligation of funds outstanding at the end of day (EOD) on date of settlement, across all segment. 50% of end of the day (EOD) margin requirement as cash margin, excluding the margin on consolidated crystallized obligation/MTM.
 - ii. Apart from above, 225% of EOD margin (which include additional 125% margin) reduced by 50% cash margin and the value of securities (after applying appropriate haircut) accepted as collateral from the client by way of 'margin pledge' created in the Depository system for the purpose of margin (after applying appropriate haircut). The margin on consolidated crystallized obligation/MTM. The margin liability may also include the margin collected as per the risk management policy.
 - iii. Apart from 50% cash margin mentioned in point ii above, member may also retain 225% of EOD margin (which includes additional 125% margin) reduced by 50% cash margin and the value of securities (after applying appropriate haircut) accepted as collateral from the clients by way of 'margin pledge' created in the Depository system for the purpose of margin and value of commodities (after applying appropriate haircut). The margin liability shall include the end of the day margin requirement in all the segments across exchanges excluding the margin on consolidated crystallized obligation/MTM. The margin liability may also include the margin collected by the Member from their clients as per the risk management policy and informed to the clients.
6. Client accounts which are due for settlement in the last month or quarter shall be settled on the date of settlement.
7. I/We confirm you that I/We shall bring to your notice, any dispute arising from the statement of account or settlement so made, in writing preferably within 7 working days from the date of receipt of funds/ securities or statement of account or statement related to it, as the case may be at registered office.
8. I/We confirm that the above-mentioned authorization shall continue until it is revoked by me/us. I/We confirm having read the above circular and this running account authorization.

Thanking you,

Signature of the Client  (15)

Place: _____

Date: _____

Note: The authorisation shall be signed by the client only and not by any authorised person on his behalf or any holder of the Power of Attorney.

VOLUNTARY

From : _____

To,

M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD

R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001.

SEBI Registration No.: BSE – Cash – INZ000218139

Dear Sir,

Sub: **Mandate to issue contract notes in digital format**

I / We hereby agree and consent to accept the contract notes for transactions carried on by us with you, in terms of the mandatory and voluntary client registration document entered into between us, in digital form. Digital contracts issued by M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD as per the terms and conditions specified herein shall be binding on me. The mandate is subject to terms and conditions mentioned herein below.

Terms and conditions for issuance of contract notes in digital form between us :-

- 1) Digital Contract Notes in the format as may be prescribed by the Exchange from time to time will be mailed to the E-mail address provided to us.
- 2) I / We undertake to check the contract notes and bring the discrepancies to your notice.
- 3) In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
- 4) Discrepancies, if any, should be sent by client or to E-mail id: investors@btsec.co.in.
- 5) M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD will not be responsible for the bounced mail (Digital Contract sent to client).
- 6) The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchanges from time to time.
- 7) It will be client's responsibility to regularly check the mailbox and keeping the storage space for new email messages.

This instruction to issue digital contract note is applicable with immediate effect. This instruction is several to all parties mentioned above.

E-mail ID: _____

If there is any change in my/our email ID or in the name or in the residential/correspondence address, the same shall be intimated to you in writing through physical letter within reasonable period of time. In respect of internet clients, the request for change of email id may be made through the secured access by way of client specific user id and password.

I/we have noted the following:

The authorization shall be signed by the me/us only and not by any authorised person on my behalf or any holder of the Power of Attorney.

Yours faithfully,



(16)
(Client Signature)

Client Code: (customer ID)

AUTHORISATION LETTER

VOLUNTARY

M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD

R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001.

Dear Sir,

Re: Letter for Authorised Signatories

Kindly find below as list of authorized signatories to represent us, their authority but restricted to :

1. Acknowledging contract notes issued by you to us for our trades.
2. All other communication from your good self to me/us.
3. I/We also authorize you to debit the necessary demat charges from time to time.
4. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.

S. No.	Name of the Signatory	Signature	Relation, if any

Thanking you,

Signature of the Client  (17)

Place: _____ Date: _____

HUF DECLARATION

VOLUNTARY

Date :

To,

M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD

R-717, Rotunda Bldg, B.S. Marg,

Mumbai - 400 001.

Dear Sir,

I hereby request you to open our trading account with you, for our HUF.

Being Karta of my family, I hereby declare that following is the list of family members in our HUF, as on date of Application, i.e. _____.

SR. NO.	NAME OF FAMILY MEMBERS	RELATIONS	DATE OF BIRTH	CO-PARCENERS SIGN.

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

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that any changes in the constitution of HUF will be intimated by me.

Thanking you,

Yours truly,


(18)

Signature (Please Affix the stamp of HUF)

Declaration to be given by partnership on Letter head of the firm

Date:

VOLUNTARY

To,

M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD

R-717, Rotunda Bldg, B.S. Marg,

Mumbai - 400 001.

Dear Sir,

We refer to the trading account being opened/opened with you in the name _____ and declare and authorize you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. _____ with depository _____ opened as a joint account in the names of the partner of the firm.

We agree that the obligations for shares purchased and /or sold by the firm will be handled and completed through transfer to/from the above-mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We hereby authorize _____, partner in the firm to execute / sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the mandatory and voluntary client registration documents and engage in business with **M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD** and to place order for buying and selling of securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership.

Name of Partners (In Block Letters)	Signatures

ON THE LETTER HEAD OF COMPANY:
(For Corporates)

VOLUNTARY

Certificate dated _____
submitted by _____ to
SHARE HOLDING PATTERN of _____ as on _____
EQUITY / PREFERENCE (Please indicate and use separate sheets for equity / preference shares)

Sr. No.	Name \$	Number of shares held	Face value per share	Amt Paid up (Rs. In lakh)	% of total
1					
2					
Others					
TOTAL					100 %

\$ All initials to be expanded

NOTES :

Persons holding 5% or more of the paid up capital should be shown separately and not clubbed in Others.

Date:

Place: _____ Authorised Signatory/Director (s)

CERTIFICATE

This is to certify that the shareholding in _____ as given above, based on my/our scrutiny of the books of accounts, records and documents it is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Place:

For (Name of Accounting Firm)

Date:

Name of Partner/Proprietor _____

Chartered Accountant

Membership Number _____

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS

VOLUNTARY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS / TRUSTEES OF _____ LTD / TRUST AND HAVING ITS REGISTERED OFFICE AT _____

HELD ON _____ DAY OF _____ 20_____ AT _____ AM/PM.

RESOLVED THAT

- 1) The company is empowered to deal in Equities, Derivatives, Currency, Debentures, Debt & other products and agrees to the terms as per Rights and Obligations as mentioned ahead.
- 2) BHOGILAL TRIKAMLAL SECURITIES PVT LTD is hereby authorised to act on the oral or written instructions of any one or more of the following persons:

Name(s)

Signature(s)

Signature of Chairman / Director

Signature of Company Secretary

Date : _____

Place: _____

(Please attach a certified true copy of the Board Resolution)

POLICIES AND PROCEDURE FOR PREVENTION OF MONEY LAUNDERING

In general all the business policies and business practices are to be followed based on the guidelines given by SEBI/ Exchanges/DP. Based on our specific nature of the business (We have only retail clients), organizational structure, type of clientele and transactions, the policies framed in principle are to be followed generally with the spirit. This document may be amended from time to time in line with the future amendments under the said Act, Rules & Regulations and further circulars issued by Exchanges/DP. Based on Anti Money Laundering (AML) Standards/ Combating Financing of Terrorism (CFT)/Obligations of Securities Market Intermediaries Under Prevention of Money Laundering Act, 2002 and Rules framed there-under (As envisaged under the Prevention of Money Laundering Act, 2002) Based on Exchanges/DP/SEBI circulars issued from time to time.

Introduction to PMLA:

Objective: The objective of PMLA is to discourage and identify any money laundering and terrorist financing activities. The PMLA has come into force as result of international efforts to combat the terrorism and allied activities such as drug trafficking and other organized and serious crimes.

Nodal Agency: Financial Intelligence Unit – India (FIU- IND), set up by the Government of India as the central national agency responsible for receiving, processing, analyzing and disseminating information relating to suspect financial transactions. FIU-IND is also responsible for coordinating and strengthening efforts of national and international intelligence, investigation and enforcement agencies in pursuing the global efforts against money laundering and related crimes. FIU-IND is an independent body reporting directly to the Economic Intelligence Council (EIC) headed by the Finance Minister. The contact details of FIU-IND are as under:

Postal Address:

Director, FIU-IND Financial Intelligence Unit – India,
6th Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi -110021, India.

Telephone: 91-11-26874473 (For Queries)

Fax: 91-11-26874459

Email: feedback@fiuindia.gov.in (For Feedback) query@fiuindia.gov.in (For General Queries)

Based on prospective client's family background, declaration by the client, standard of living, his/her reputation on ability to fulfill his obligations without delay for a long period of time in his/her own business and in securities business, if any, new client reference by existing client or commonly known person or personally known person will allow us to make decision about risk of the client and will allow us to evaluate about the proposed nature of his business requirement in the context of all the information. In the later stage of dealing with him/her for a long period of time, we can evaluate his/her holding capacity and his financial capability. Our criteria to take only known or referred client by existing client or commonly known person, our business judgment will allow us to set the client in different category like low risk , medium risk and high risk.

In addition to the due diligence carried out by officials in charge of client registration, further due diligence, if warranted, has to be carried out by one of the director while verifying the KYC documents. KYC procedures as prescribed by SEBI/ Exchanges/DP are to be strictly followed for all the category of clients. KRA/CKYCR procedures as prescribed by SEBI/ Exchanges/DP are to be followed for all clients. For high risk client such as NRI, additional documents have to be collected and additional formalities like attestation of KYC documents by prescribed authorities, viz. Notary public, local banker, Indian embassy/Consulate General of the resident country, etc. have to be carried out as per circular of Exchanges. Company policy is not to register if a client is found matching with SEBI Debarred ,any charities, NGOs, politically exposed person of foreign origin, non face to face client etc. and in future also high degree of due diligence will be followed if registering such client. Ongoing due diligence and scrutiny of transactions and accounts have to be carried out throughout the course of the business relationship to ensure that the transactions are consistent with his business requirement and risk profile is monitored. Based on due diligence, risk profile and business acumen, business is to be allowed to be done to each category of client. Further to above it is also necessary to cross verify the details of prospective customers with the databases of UN or other similar entity BHOGILAL TRIKAMLAL SECURITIES PVT. LTD. shall continuously scan all existing accounts to ensure that no account is held by or linked to any of the entities or individuals included in the list. Full details of accounts bearing resemblance with any of the individuals/entities in the list should immediately be intimated to SEBI and FIU-IND.

An updated list of individuals and entities which are subject to various sanction measures such as freezing of assets/ accounts, denial of financial services etc., as approved by Security Council Committee established pursuant to various United nations' Security Council Resolutions (UNSCRs) needs to be accessed in the United Nations website at <http://www.un.org/sc/committees/1267/consolist.shtml>.

1. Objective

The objective of this document is to effectively implement the provisions of Prevention of Money Laundering Act, 2002 (PMLA) and all the Rules and Regulations made there under, with a view to discharge its obligations under the said Act, Rules and Regulations and also to implement the guidance given by SEBI/Exchanges/DP on the matter. This document may be amended from time to time in line with the future amendments under the said Act, Rules

and Regulations and further circulars issued by SEBI/Exchanges/DP.

2. Principal Officer Designation and Duties

The company has designated as the Principal Officer for its Anti -Money Laundering Policy, with full responsibility for its implementation. Nirav Shah is a person from this industry, working with BHOGILAL TRIKAMLAL SECURITIES PVT. LTD. having experience of various departments & is qualified by experience, knowledge and training to handle this work. The duties of the Principal Officer will include monitoring the company's compliance with AML obligations and overseeing communication and training for employees namely; frontline staff, back office staff, compliance staff, risk management staff and staff dealing with new clients. The Principal Officer will also ensure that proper AML records are kept. When warranted, the Principal Officer will ensure filing of necessary reports with the Financial Intelligence Unit (FIU – IND). The company has provided the FIU with contact information for the Principal Officer, including name, title, mailing address, e-mail address, telephone number and facsimile number. The company will promptly notify FIU of any change to this information. Designated Director The company has designated Nirav Shah, one of the managing director of the firm as Designated Director to ensure overall compliance with the obligations imposed under PMLA Act and the Rules. The company has provided the FIU with contact information for the Designated Director including name, title, mailing address, e-mail address, telephone number and facsimile number. The company will promptly notify FIU of any change to this information.

3. Policies and procedure of CDD/ identifying/acceptance of clients Customer due Dilligence Process (CDD)

This main aspect of the policy is the customer CDD means: Obtaining sufficient information about to the client in order to identify who is the actual beneficial owner of the securities or on whose behalf transaction is conducted. Verify the customer's identity using reliable, independent source document, data or information. Conduct on-going due diligence and scrutiny of the account/client to ensure that the transaction conducted are consistent with the client's background/financial status, its activities and risk profile. The Customer Due Diligence Process includes three specific parameters: Policy for Acceptance of Clients Client Identification Procedure Suspicious Transaction identification & reporting Entities such as individuals, HUFs, company's, public and private limited companies, non resident Indians and persons of Indian origin to be registered as a client after proper due diligence process in compliance with the guidelines and following know your client formalities prescribed by SEBI/Exchanges/DP. KRA/CKYCR procedures as prescribed by SEBI/Exchanges/DP are to be followed for all clients. Reliance on third party for carrying out Client Due Diligence (CDD) Company policy is not to rely on third party for the purpose of verification of the identity of the client . I. In case third party for the purpose of (a) identification and verification of the identity of a client and (b) determination of whether the client is acting on behalf of a beneficial owner, identification of the beneficial owner and verification of the identity of the beneficial owner. Such third party are regulated, supervised or monitored by us, and have measures in place for compliance with CDD and record-keeping requirements in line with the obligations under the PML Act. II. Such reliance shall be subject to the conditions that are specified in Rule 9 (2) of the PML Rules and shall be in accordance with the regulations and circulars/ guidelines issued by SEBI from time to time. Further, it is clarified that the registered intermediary shall be ultimately responsible for CDD and undertaking enhanced due diligence measures, as applicable.

• Policy On Client Acceptance

- 1) No account will be opened in fictitious/ benami name.
- 2) No account will be opened without obtaining KYC documents as suggested by SEBI/Exchanges/DP and obtaining extra documents, if warranted. KRA/CKYCR procedures and their regulations are followed while taking a new client.
- 3) No account will be opened for Trusts, NGOs, Politically exposed persons of foreign origin, non face to face person, company offering foreign exchange, walk-in-client, etc. Under special circumstances, if such entity comes for registration, one of the director will look into the case and decide and high degree of due diligence will have to be carried out in such cases.

• Policy On Client Identification Programme

At the time of opening an account, the company will verify and maintain the required relevant records of the client like proof of identity, proof of address and other details as required from time to time as intimated to us by the exchange as under:

In addition to above, other documents as per latest requirement for KRA/CKYCR, if needed, will be collected.

Note:

If the client either refuses to provide the information described above, or appears to have intentionally provided misleading information then we shall not open their account with us.

- 1) Checking for KYC and mandatory information in the form
- 2) PAN Card details as submitted by the Client shall be verified by us with the original copy / from the Income Tax/ NSDL website before their account is opened. A facility of "PAN Registration Query" provided by the Exchange can be used to verify whether a PAN has been registered with other brokers of the Exchange.

Constitution of Client	Proof of Identity	Proof of Address	Others
Individual	<ul style="list-style-type: none"> • PAN Card is Mandatory • Aadhar Card 	<ul style="list-style-type: none"> • Copy of Passport • Voter ID • Driving Licence • Bank Statement • Aadhar Card etc. 	<ul style="list-style-type: none"> • One copy of recent Photograph
HUF	<ul style="list-style-type: none"> • PAN Card of HUF is Mandatory 	<ul style="list-style-type: none"> • Bank Passbook or Statement in the name of HUF 	<ul style="list-style-type: none"> • Deed of declaration of HUF/ List of Co-parceners • Photograph, POI, POA, PAN of Karta
Company	<ul style="list-style-type: none"> • PAN Card is mandatory • Certificate of incorporation • Memorandum and Articles of Association • Resolution of Board of Directors for approval and naming authorized person 	<ul style="list-style-type: none"> • Form No. 18 • Bank Statement • Maintenance Bill • Telephone Bill, etc 	<ul style="list-style-type: none"> • Photograph of the Director/ Authorized person to trade on behalf of the company. Officially valid document of authorized Person
Partnership Firm	<ul style="list-style-type: none"> • PAN Card is mandatory • Registration Certificate • Partnership deed 	<ul style="list-style-type: none"> • Bank Statement • Maintenance Bill • Telephone Bill, etc 	<ul style="list-style-type: none"> • Photograph of the Partner/ Authorized person to trade on behalf of the company. Officially valid document of authorized Person
Trust	<ul style="list-style-type: none"> • PAN Card is mandatory • Registration Certificate • Partnership deed 	<ul style="list-style-type: none"> • Bank Statement • Maintenance Bill • Telephone Bill, etc 	<ul style="list-style-type: none"> • Photograph of the Trustee/ Authorized person to trade on behalf of the Trust. Officially valid document of authorized Person
AOP/ BOI	<ul style="list-style-type: none"> • PAN Card is mandatory • Resolution of the managing body • Documents to collectively establish the legal existence of such an AOP/ BOI 	<ul style="list-style-type: none"> • Bank Statement 	<ul style="list-style-type: none"> • Photograph of the Person Authorized person to trade on behalf of the AOP/BOI. Officially valid document of authorized Person who will transact on AOP/BOI's behalf

- 3) Self attested xerox copies from the above documents as submitted by the client shall be verified by us with the original. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents as permitted by SEBI/ Exchanges.
- 4) In – person verification will be done by employee of BHOGILAL TRIKAMLAL SECURITIES PVT. LTD. only. In case the client is KRA/CKYCR compliant, IPV carried out by another intermediary can be relied upon.
- 5) Apart from the above, a suitable questionnaire and/or forms shall be devised from time to time and it shall be obtained from the clients periodically with suitable time interval to get the additional and/or updated information including the nature of business being carried out by the client and the latest financial status. T
- 6) To verify status of client in KRA/CKYCR Agencies website and compliance at the time of account opening as per SEBI {KYC (Know Your Client) registration agency} Regulations, 2011.
- 7) As permitted by SEBI/ Exchanges, aadhaar letter issued by UIDAI can be accepted as proof of address in addition to being recognized as proof of identity.
- 8) CSC marking.
- 9) Sufficient information from the clients is to be obtained in order to identify and verify the identity of persons who beneficially own or control the securities account. Guidelines issued by SEBI in conjunction with Government of India shall be followed in the matter.
- 10) Dispatch Photocopies of KYC and Welcome Letter on the address mentioned in the account opening form.
- 11) The company shall maintain records of client's account opening information and preserve the same for required specified period as per exchange's guideline.

4. Maintenance of records

The Principal Officer will be responsible for the maintenance of following records:

- All necessary records on transactions and of all identification information shall preserve for five years after the business relationship with the client has ended or the account has been closed whichever is later.
- All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into from any non monetary account such as demat account, security account maintained by the company.
- Suspicious transaction means a transaction whether or not made in cash which, to a person acting in good faith –
 - o gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
 - o appears to be made in circumstances of unusual or unjustified complexity; or
 - o appears to have no economic rationale or bonafide purpose; or
 - o gives rise to a reasonable ground of suspicion that it may involve financing of the activities relating to terrorism.
- The records shall contain the following information
 - o the nature of the transactions;
 - o the date on which the transaction was ducted;
 - o the parties to the transaction.
- All the necessary records on transactions, records on customer identification shall be maintained as prescribed under the relevant act (PMLA, 2002 as well as SEBI ACT, 1992.)

Note: Company has generally decided not to deal with clients in cash.

Risk based approach:

Following Risk based KYC procedures are adopted for all clients: Payout/pay-in of funds and securities transferred to / from a third party Off market transactions especially in illiquid stock and in F & O, at unrealistic prices Trading pattern of clients is observed Client demographics are considered

5. Monitoring Accounts For Suspicious Activity

The specific nature of our business, organizational structure, type of our customers and transactions enable us to monitor manually / via software/ via front end terminals and Back Office Software for following example of alerts. When a member of the company detects any alerts, he or she will escalate the same to the Principal Officer for further investigation.

Broad categories of reasons for alerts are indicated as under:

- o Identity of Client
- o False identification documents
- o Non face to face client
- o Suspicious Background
- o Suspicious background or links with known criminals.
- o Multiple Accounts
- o Unexplained transfers between multiple accounts with no rationale.
- o The customer engages in excessive journal / accounting entries between unrelated accounts without any apparent business purpose / economic rationale.
- o Activity in Accounts
- o The customer engages in transactions involving certain types of securities, such as Z group, T group stocks and illiquid stocks, which although legitimate, may warrant further due diligence to ensure the legitimacy of the customer's activity.
- o The customer attempts to make frequent or large deposits of currency, insists on dealing only in cash, or asks for exemptions from the company's policies relating to the deposit of cash
- o Unusual or unjustified complexity
- o Investment proceeds transferred to a third party
- o Suspicious off market transactions
- o Value of Transactions
- o Value just under the reporting threshold amount in an apparent attempt to avoid reporting
- o Large sums being transferred from overseas for making payments
- o Inconsistency in the payment pattern by client
- o Block deal which is not at market price or prices appear to be artificially inflated/deflated
- o Procedures to be followed:
 - o KYC procedures as prescribed by SEBI/Stock Exchange are to be followed while ascertaining the identity of the clients and opening the new accounts. KRA/CKYCR procedure as prescribed by SEBI/ Stock Exchange are also to be followed.
 - o The name of the prospective client will be searched through the internet search engine as well as database created at our end of debarred entities as published by SEBI/ Stock Exchange and the result, if any, may be reviewed in the context of any past SEBI regulatory actions and PMLA guidelines
 - o An updated list of individuals and entities which are subject to various sanction measures such as freezing of assets/accounts, denial of financial services etc., as approved by the Security Council Committee established

- pursuant to various United Nations' Security Council Resolutions (UNSCRs) can be accessed at its website. The company will ensure that accounts are not opened in the name of anyone whose name appears in said list. The company will also continuously scan all existing accounts to ensure that no account is held by or linked to any of the entities or individuals included in the list. Full details of accounts bearing resemblance with any of the
- o Individuals/entities in the list shall immediately be intimated to SEBI and FIU-IND.
 - o Identity Proof of Banking Account and Demat account shall be obtained before entering the details of bank and demat account in the client master database.
 - o Clients shall be categorized as high, medium or low risk in the client master database on the basis of risk perception.
 - o Back office software shall give alert in case received cheques and demat deliveries is not matching with the master records.
 - o Deliveries of demat shares shall be given only to the demat account Id registered in the master records. Payment of funds shall be given only by account payee cross cheques in favour of the account holder.
 - o Periodical updation of all documents, data or information of all clients and beneficial owners is carried out under due diligence process.
 - o If transactions are abandoned or aborted by clients on being asked to give some details or to provide documents, it shall be reported under STRs, even if not completed by clients, irrespective of the amount of the transaction.
 - o Third party payment of funds and delivery shall not be accepted or given.
 - o No cash shall be received from or paid to the clients towards the settlement obligation except as permitted by PMLA rules.
 - o In case of payment being received by way of demand draft, pay order or any other mode where the identity of the account holder effecting the payment is not available, such payment instrument shall be accepted along with the covering letter from the person tendering the payment duly supported by a letter/certificate from the draft issuing bank/entity mentioning the name of respective bank account holder and the bank account number debited for the purpose of issuing the said draft. In case the funds are received through electronic funds transfer, ensure that the same is received from the respective client only before giving credit to the client
 - o The personnel in charge of day to day transactions in the key departments shall report to the Principal Officer, the details of those transactions which fall under the category or appears to be of the nature as mentioned above in this document.
 - o The recruitment of the new personnel at the key positions shall be concompayed after the verification of the document of identity, verification of address and reference from the known or reputed person.
 - o The assignment may be given to the outside agencies like Internal Auditor or shall be created in house to review the appropriateness and adequacy of the internal control policy and procedures in the context of the size and nature of our business.

Principal officer and all other employee working day to day shall carry out risk assessment, based on our size of operation on ongoing basis, considering all the relevant risk factors, to identify, assess and take effective measures to mitigate firm's money laundering and terrorist financing risk with respect to the clients, countries or geographical areas, nature and volume of transactions, payment methods used by the clients, etc. The risk assessment shall also take into account any country specific information that is circulated by the Government of India and SEBI from time to time, as well as, the updated list of individuals and entities who are subjected to sanction measures as required under the various United Nations' Security Council Resolutions published on websites The Principal Officer shall periodically visit the website of FIU-IND at www.fiuindia.gov.in and keep himself updated about the amendments in Rules, Regulations and manner and format of Reporting requirements under PMLA. He shall also go through statements and lists issued by FATF from time to time as and when published and take note of the same and have required action. The Principal officer shall also take necessary steps to update and amend the policy and procedures in the context of changed Rules and Regulations and in the context of changed business circumstances from time to time.

6. IDENTIFICATION OF BENEFICIAL OWNER

Check would be done for actual beneficial ownership and control of the particular account. We need to obtain the details with respect to Shareholders / promoters (Holding more than 25 % or more of share capital of Corporate entities), Partners (Holding more than 15 % or more of capital or profits of partnership firm), Unincorporated association or body of individuals (Holding more than 15 % or more of property or capital or profits of juridical person) from the non individual clients and wherever possible it has to be verified independently. Where the client is a trust, identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. Where the client or the owner of the controlling interest is a company listed on a stock exchange, or is a majority-owned subsidiary of such a company, it is not necessary to identify and verify the

identity of any shareholder or beneficial owner of such companies Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official Verify the sources of funds for funding the transaction. We shall also take care at the time of settlement regarding nature of transaction, movement/ source of transaction, etc. Periodically to ask for clients financial details to determine the genuineness of transaction. Special care would be taken in case of non individual accounts such as corporate, partnership firms etc, where the ownership structure is opaque. In all such cases the accounts would be activated only post approval from the compliance department. For this purpose, "beneficial owner" is the natural person or persons who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted. It also incorporates those persons who exercise ultimate effective control over a legal person or arrangement. Others In case of existing clients, if any names appear in the UNSCR lists as and when stock exchange issue any circular/ notification in this regard, we immediately deactivate that client. In case we upload any STR to FIU IND, or any other confidential information of any client, we keep secrecy and it is known only by compliance officer and principal officer.

Reporting of Suspicious Transactions:

- i. All suspicious transactions will be reported to FIU. Member and its employees shall keep the fact of furnishing information in respect of transactions referred to in clause (D) of sub-rule (1) of rule 3 strictly confidential.
- ii. The background including all documents/office records /memorandums/clarifications sought pertaining to such transactions and purpose thereof shall also be examined carefully and findings shall be recorded in writing. Further such findings, records and related documents should be made available to auditors and also to SEBI / Stock Exchanges/FIU-IND/Other relevant Authorities, during audit, inspection or as and when required. These records are required to be preserved for Five years as is required under PMLA 2002.
- iii. The Principal Officer and related staff members shall have timely access to customer identification data and other CDD information, transaction records and other relevant information. The Principal Officer shall have access to and be able to report to senior management above his/her next reporting level or the Board of Directors.

7. Procedure for freezing of funds, financial assets or economic resources or related services

The obligations to be followed by the company to ensure the effective and expeditious implementation of said Order has been issued vide SEBI which needs to be complied .as follows, Section 51A, of the Unlawful Activities (Prevention) Act, 1967 (UAPA), relating to the purpose of prevention of, and for coping with terrorist activities was brought into effect through UAPA Amendment Act, 2008. In this regard, the Central Government has issued an Order dated August 27, 2009 detailing the procedure for the implementation of Section 51A of the UAPA. Under the aforementioned Section, the Central Government is empowered to freeze, seize or attach funds and other financial assets or economic resources held by, on behalf of, or at the direction of the individuals or entities listed in the Schedule to the Order, or any other person engaged in or suspected to be engaged in terrorism. The Government is also further empowered to prohibit any individual or entity from making any funds, financial assets or economic resources or related services available for the benefit of the individuals or entities listed in the Schedule to the Order or any other person engaged in or suspected to be engaged in terrorism.

8 Obtain Aadhar Number

Ministry of Finance has amended the Prevention of Money Laundering (Maintenance of Records) Rules, 2005 vide its notification dated June 01, 2017 with regard to collection of Aadhaar number from clients.

- i. Where the client has not submitted Aadhaar number at the time of commencement of account based relationship with the reporting entity, as per the PMLA requirement, then he/ it shall submit the same within 6 months of commencement of account based relationship with the reporting entity.
- ii. Similarly, where the client is already having an account based relationship with reporting entities, prior to the date of notification, and have not submitted Aadhaar number, as per the PMLA requirement, to the reporting entity, then he/ it shall submit the same by December 31, 2017.
- iii. In case of failure to submit the documents within the aforesaid time limit, the account shall cease to be operational till the time Aadhaar number is submitted by the client.

9. AML Record Keeping

Principal Officer will ensure as per the relevant act, rules and regulations the record of documents evidencing the identity of the clients and beneficial owners as well as account files and business correspondence are maintained properly and preserved properly for a period of five years after the business relationship with the client has ended or the account has been closed whichever is later.

10. Audit and Testing of Anti Money Laundering Program

The Anti Money Laundering program is subject to periodic audit, specifically with regard to testing its adequacy to meet the compliance requirements. The audit/testing is conducted by Trading Member's own personnel not involved in framing or implementing the AML program. The report of such an audit/testing is placed for making suitable modifications/improvements in the AML program.

11. Maintenance of record of transactions prescribed under Rule 3 of PML Rules as mentioned below:

- o all cash transactions of the value of more than rupees ten lakh or its equivalent in foreign currency;
- o all series of cash transactions integrally connected to each other which have been valued below rupees ten lakh or its equivalent in foreign currency where such series of transactions have taken place within a month and the aggregate value of such transactions exceeds rupees ten lakh;
- o all cash transactions where forged or counterfeit currency notes or bank notes have been used as genuine and where any forgery of a valuable security has taken place;
- o all suspicious transactions whether or not made in cash and by way of as mentioned in the Rules.

12. Reporting to FIU-IND

For Cash Transaction Reporting we will not do any cash transaction hence reporting of cash transactions will not arise. For Suspicious Transactions Reporting we will make a note of Suspicious Transactions that have not been explained to the satisfaction of the Principal Officer and thereafter principal officer will report the same to the FIU IND within the time limit as per relevant act, rules and regulations. Utmost confidentiality shall be maintained while filing reports to FIU-IND, and we shall ensure that there is no tipping off to the client at any level and account will be operated as per prevailing act, rules and regulations.

13. Hiring of Employees and Training Programs

There is adequate screening procedures in place to ensure high standards when hiring employees. Key positions within our organization structure should be identified with regards to the risk of money laundering and terrorist financing and the size of their business and ensure the employees taking up such key positions are suitable and competent to perform their duties. We will develop ongoing employee training programme under the leadership of the Principal Officer. The training will occur at least on an annual basis. It will be based on our company's size, its customer base, and its resources. Training will include, at the minimum: how to identify alerts that arise during the course of the employees' duties; what to do once the risk is identified; what are employees' roles in the company's compliance efforts and how to perform them; the company's record retention and reporting policy

14. Investor awareness

We have implemented the system whereby our relationship manager and relating staff guide and inform client about PMLA requirement at the time of the approach to clients, we also decimated PMLA policy which is accessible to client and we update as and when new changes take place.

15. Monitoring Employee Conduct and Accounts

We will subject employee accounts to the same AML procedures as client accounts, under the supervision of the Principal Officer. The Principal Officer's accounts will be reviewed by one of the director of the company.

16. Confidential Reporting of AML Non-Compliance

Employees will report any violations of the company's AML compliance program to the Principal Officer, unless the violations implicate the Principal Officer, in which case employees shall report to one of the director. Such reports will be confidential, and employees will suffer no retaliation for making them.

17. Approval of policy by the Director

We have approved this AML program as reasonably designed to achieve and monitor company's ongoing compliance with the requirements of the PMLA and the implementing regulations under it. The Policy will be reviewed on 3 yearly basis


CIRCULAR

CIR/ISD/AML/2/2010 June 14, 2010

To all Intermediaries registered with SEBI under Section 12 of the SEBI Act. (Through the stock exchanges for stock brokers, sub brokers, depositories for depository participants, AMFI for Asset Management Companies.)

Sub: Anti Money Laundering (AML) Standards/Combating Financing of Terrorism (CFT) / Obligations of Securities Market Intermediaries under Prevention of Money Laundering Act, 2002 and Rules framed there-under.

1. SEBI, vide Master Circular No. ISD/AML/CIR-1/2010 dated February 12, 2010, issued consolidated requirements/ obligations to be fulfilled by all registered intermediaries with regard to AML/CFT. In addition to the obligations contained in the Master Circular, following are the additional requirements to be fulfilled or the clarifications with regard to existing requirements:
 - a. Clause 3.2.3 (f) of the Master Circular lays down obligation to establish policies and procedures with regard to role of internal audit. It is clarified that the internal audit function should be independent, adequately resourced and commensurate with the size of business and operations, organisation structure, number of clients and other such factors.
 - b. The following clause numbered 5.1(f) is added after the existing clause 5.1(e) of the Master Circular: "Registered intermediaries shall periodically update all documents, data or information of all clients and beneficial owners collected under the CDD process".
 - c. The following new clause numbered 5.2.1(g) is added after the existing clause 5.2.1(f) of the Master Circular: "The CDD process should necessarily be revisited when there are suspicious of money laundering of financing of terrorism (ML/FT)".
 - d. The following line is added in the existing clause 5.3.1 of the Master Circular: "Further low risk provisions should not apply when there are suspicions of ML/FT or when other factors give rise to a belief that the customer does not in fact pose a low risk."
 - e. While dealing with clients in high risk countries where existence/effectiveness of money laundering control is suspect, it is clarified that apart from being guided by the Financial Action Task Force (FATF) statements that identify countries that do not or insufficiently apply the FATF Recommendations, published by the FATF on its website (www.fatfgari.org), registered intermediaries should independently access and consider other publicly available information.
 - f. Clauses 5.5(a) of the Master Circular shall read as follows: "All registered intermediaries shall proactively put in place appropriate risk management systems to determine whether their client or potential client or the beneficial owner of such client is a politically exposed person. Such procedures should include seeking relevant information from the client, referring to publicly available information or accessing the commercial electronic databases of PEPs. Further, the enhanced CDD measures as outlined in clauses 5.5 should also be applicable where the beneficial owner of a client is a PEP".
 - g. The existing clause 5.5(c) of the Master Circular shall read as follows: "Registered intermediaries shall also take reasonable measures to verify the sources of funds as well as the wealth of client and beneficial owners identified as PEP".
 - h. Clause 8.2 of the Master Circular prescribes that intermediaries shall maintain the records of the identity of clients prescribed in Rule 9 of the PML Rules for a period of 10 years from the date of cessation of transactions between the client and intermediary. It is clarified that the "date of cessation of transactions" shall be read to mean the "date of termination of an account or business relationship".
 - i. It is clarified that the "tipping of" provision in clause 13.3 of the Master Circular extends not only to the filling of the STR and/or related information but even before, during and after the submission of an STR.

Client's Signature:  (19) _____

Date: _____

Policy for prevention of Insider Trading of BHOGILAL TRIKAMLAL SECURITIES PVT LTD
[In Terms of SEBI (Prohibition of Insider Trading) Regulations, 1992]

Introduction

This policy aims to define and establish **BHOGILAL TRIKAMLAL SECURITIES PVT LTD** (herein after referred to as “Stock Broker”), position and rules with respect to:

- Prevention of Insider trading securities;
- Adherence to Securities and Exchange Board of India’s (‘SEBI’) applicable guidelines by all Connected or Deemed Connected persons including Director, Officer and Designated Employee for prevention of Insider trading.

Stock Broker is committed to the preserving the confidentiality and preventing the misuse of any un-published price sensitive information. Stock Broker is further committed to adherence to all applicable laws and regulations set forth by the Securities and Exchange Board of India (“SEBI”) or the Stock Exchanges with regards to prevention of Insider trading. Trading on insider information is not only illegal, but also tarnished Stock Broker’s corporate credibility. Stock Broker is committed to ensuring transparency and fairness in dealing with all stakeholders of the Stock Broker.

Definitions of some of the key terms used in this policy are given below:

- i. **“Insider Trading”** means when insiders use unpublished price sensitive information to arrive at securities trading / dealing (including buying as well as selling) decisions, the action is referred to as insider trading;
- ii. **“Insider”** means any person who is or was a “Connected Person” or a “Deemed Connected Person” and who is reasonably expected to have access to unpublished price sensitive information in respect of securities of the Company or who has received or has had access to such unpublished price sensitive information;
- iii. **“Connected Persons”** means any person who is”
 - A Director of the Company;
 - An Officer or Designated Employee of Company;
 - Has a professional or business relationship with the Company, such that he/she may be reasonably expected to have access to price sensitive information in relation to the Company, which includes but not limited to the Legal Advisors, Solicitors, Auditors Consultants and Tax Advisors;
- iv. **“Deemed Connected Persons”** means and includes:
 - Dependent family members of Connected Persons;
 - Any group Company, Company under the same management or subsidiary of the Company;
 - Bankers of the Company;
 - Merchant banker, share transfer agent, registrar to an issue, debenture trustee, broker, portfolio manager, investment advisor, sub-broker or any employee thereof having a fiduciary relationship with the Company;
 - Trustees of any trust the beneficiaries of which include any of the Connected Persons;
 - Trustees of any trust who are conferred with the Power of Attorney to act on behalf of beneficiaries in respect of securities of the Company;
 - Any person who was a Connected Person, whether temporary or permanent six months prior to an act of insider trading;
 - Any other person or category of persons mentioned in Regulation 2 of the SEBI (Prohibition of Insider trading) Regulations, 1992.
- v. **“Dependent Family Members”** shall mean spouse, dependent parents and dependent children and any other person dependant on the Officer and Designated Employee;
- vi. **“Officer of a Company”** means any person as defined in clause (30) of section 2 of the Companies Act, 1956 (1 of 1956) including an auditor of the Company;
- vii. **“Designated Employee”** shall mean:
 - Manager and above in the Finance, Accounts, Secretarial and Corporate Communications departments;
 - Such employees designated and notified by the Compliance Officer from time to time with the approval of the Managing Director;
- viii. **“Dealing in Securities”** means an act of subscribing, buying, selling or agreeing to subscribe, sell or deal in any securities either as principal or agent;
- ix. **“Price Sensitive Information”** shall mean any information which relates directly or indirectly to Company and which if published is likely to materially affect the price of securities of Company.

The following shall be deemed to be price sensitive information:


- Periodical financial results of the Company;
- Intended declaration of dividends (both interim and final);
- Issue of securities or buy-back of securities;
- Any major expansion plans or execution of new projects;
- Amalgamation, mergers or takeovers;
- Disposal of the Whole or substantial part of the undertaking;
- Any significant changes in policies, plans or operations of the Company;

- x **“Unpublished”** means information which is not published by the Company or its agents and is not specific in nature.
- xi **“Compliance Officer”** means an officer appointed by the Board for the purpose of monitoring, observing, educating the employees, setting forth the policies and administration of the procedure under the overall supervision of the Managing Directors of the Stock Broker in relation to Compliance with this policy.

Words and expressions not defined in these Regulations shall have the same meaning as contained in SEBI (Prohibition of Insider Trading) Regulations, 1992 or the Securities and Exchange Board of India Act, 1992.

For BHOGILAL TRIKAMLAL SECURITIES PVT LTD

Director/ Authorised Signatory

Client’s Signature:  (20) _____

Date: _____

Risk Assessment of Client in terms of PMLA 2002 & Client Profile

Type of Client	High Risk	Low Risk	Medium Risk	CSC (Client Special Category)	PEP (Politically Exposed Person)
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at the time of account opening

Categorisation of client would be changed only if there is change based on risk assessment of the client during his dealings with Bhogilal Trikamlal Securities Pvt. Ltd.

Existing Investments (Rs.)

- a) Equity : _____
- b) Mutual Fund & Bonds : _____
- c) Fixed Deposits : _____

Assets: Rs. 1,00,001/- to Rs. 5,00,000/- Rs. 5,00,001/- to Rs. 10,00,000/-
 Rs. 10,00,001/- to Rs. 25,00,000/- Rs. 25,00,001/- and above

Liability/Borrowings: Rs. 1,00,001/- to Rs. 5,00,000/- Rs. 5,00,001/- to Rs. 10,00,000/-
 Rs. 10,00,001/- to Rs. 25,00,000/- Rs. 25,00,001/- and above

Tolerance _____

Remarks

For Bhogilal Trikamlal Securities Pvt. Ltd.

Director/Authorised Signatory

UNDERTAKING


Date: _____

To,
M/S. BHOGILAL TRIKAMLAL SECURITIES PVT. LTD.
R-717, Rotunda Bldg, B.S. Marg,
Mumbai - 400 001.

With reference to the opening of trading Account with you for availing facility for trading in Securities on the stock exchanges pursuant to the Regulatory guidelines of the stock exchange/Depository & voluntary document executed by me with you, I, hereby unconditionally & unequivocally, state, declare, undertake, confirm Bhogilal Trikamlal Sec. Pvt. Ltd. (hereinafter referred to as "BTSP") as under:

1. I am nonresident Indian/ Person of Indian Origin as defined under Foreign Exchange Management Act (FEMA) and presently visiting India (strike out if not applicable).
2. I understand that the trading account is opened on the basis of statement / declaration made by me, and that if any of the statement/ declarations mad herein is found to be incorrect in material particulars, BTSP may trading account.
3. I confirm and agree that the trading account will be used for bona fide transactions not involving any violation of the provisions of any applicable Regulations.
4. I undertake to intimate to BTSP about my return to India for permanent residency immediately on arrival.
5. I Confirm that all investment & disinvestment in India are covered either by general or special permission of Reserve Bank of India.
6. I understand that as NRI I am not allowed to do any off market transfer of my holding's to a person other than my relative as defined in section 2(77) of Indian Companies Act, 2013.
7. Any notice/correspondence/contract notes/statement of accounts/statement of securities sent to me at any of the address given in the Know Your Client (KYC) form in the ordinary course of post/courier/fax or on the email ID mentioned in the said KYC form or intimated separately. As the case may be, for the purpose of receiving electronic contract notes shall be deemed to have been received by me.
8. I hereby confirm having understood that BTSP may decline to comply with any instructions authorized by me if in the BTSP's opinion; compliance therewith would be illegal or result in breach of any applicable laws or regulation.
9. I agree and confirm that in the event I desire to withdrawn the standing instruction given as aforesaid, I shall serve at least 15 (Fifteen) working days advance written notice on BTSP. Such revocation shall be effective only on and from the date of expiry of 15 (Fifteen) working days from the date of service of such notice on BTSP provided that such revocation shall not have any effect on the transactions in securities executed by me before effective date of such notice of revocation and I agree and undertake that I shall continue to be liable and bound by the transactions and obligations undertake by me with BTSP prior to effective date of such revocation and ensure that bank honor all such instructions received from BTSP on or before the effective date of revocation .
10. I shall carry out all our secondary market transaction only through BTSP. In case if I register myself as clients with any other Member Broker, we shall keep BTSP informed about the same.
11. I hereby authorize BTSP to ask bank the amount lying as balance in PIS account on daily basis for the purpose of their risk management and I confirm having instructed the bank to extend co-operation in this regard and to disclose balance in the PIS bank account to BTSP whenever required by BTSP.
12. I hereby agree and confirm to indemnify and save, defend and keep BTSP harmless and indemnified , at all time from and against all actions, causes, suits, proceedings, claims and demands whatsoever made on the BTSP by any person and against all costs charges, expenses, damages and sums of money (including legal expenses) incurred, suffered or sustained by BTSP for any non compliance of applicable act, rules or regulations by me or due to breach of the terms and conditions of my obligations under Rights and Obligations or any other agreement/document executed by me for availing such service from BTSP.
13. I further, unconditionally state and declare that I shall comply with all applicable Acts, Rules, Regulations etc. in the country/state/ area where I am currently residing as well as Statutory provision enforced in India including but not limited to Foreign Exchange Management Act, 2000. Reserve Bank of India Act 1934 and Securities and Exchange Board of India Act 1992 for trading on Exchanges, subscription of share through Initial Public Offerings, Investment in Mutual Funds registered in India etc.

14. I am aware that as per the RBI guidelines the Non-Resident Indians (NRI's) and Person of India Origin (PIO's) are allowed to invest in the secondary capital markets in India through the portfolio Investment Scheme (PIS). Under this scheme, NRI's / PIO's can acquire share/ debentures of Indian Companies through the stock exchanges in India. These investments are governed and monitored on daily basis by the Reserve Bank of India (RBI). On reaching the aggregate ceiling limit as fixed by RBI from time to time, the RBI advice all designated bank branches to stop purchase on behalf of their NRI/ PIO clients. The Reserve Bank also informs the general public about the 'caution' and the 'stop purchase' in these companies through a press release. I hereby acknowledge that I am aware of the RBI guidelines in relation to investment in the secondary market in India. I hereby agree to keep myself abreast of the ceiling limits on investment as published by RBI from time to time and also agree that I shall immediately reverse my transaction, if such transaction breaches the ceiling limits as imposed by RBI. In case I am unable to reverse such transaction immediately. I authorize the member to do so under intimation to the Client.
15. I confirm that the information set out hereinabove is true, complete & accurate & BT SPL shall be informed from time to time of any changes.



Signature of the Client _____ (21)

To,
M/S. BHOGILAL TRIKAMLAL SECURITIES PVT. LTD.
 R-717, Rotunda Bldg, B.S. Marg,
 Mumbai - 400 001.

This is with reference to passport number _____ submitted as an identity and address proof which was issued on _____ and having an expiry date _____.

I hereby undertake that the above passport is the only passport that i hold in my name.

Or*

I hereby undertake that the following passports are held by me:

Sr. No.	Place of issue (country)	Passport Number	Date of Issue	Date of Expiry


*Strike of the option which is not applicable.

Thanking you,
 Yours Sincerely,



Signature of the Client _____ (22)

Note: In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature

M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD		Supplementary KYC Information & FATCA-CRS Declaration - Individuals	
(Please consult your professional tax advisor for further guidance on your tax residency FATCA/CRS Guidance)			
PAN	<input type="text"/>	Client Code	<input type="text"/>
Name	<input type="text"/>		Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> O
Type of address given at KYC KRA	<input type="checkbox"/> Residential	<input type="checkbox"/> Residential & Business	<input type="checkbox"/> Business
Place of Birth	<input type="text"/>		
Country of Birth	<input type="text"/>		
Nationality	<input type="text"/>		
Gross Annual Income Details in INR	<input type="checkbox"/> Below 1 Lakh	<input type="checkbox"/> 5-10 Lakh	<input type="checkbox"/> 25 Lakh - 1 Crore
	<input type="checkbox"/> 1-5 Lakh	<input type="checkbox"/> 10-25 Lakh	<input type="checkbox"/> > 1 Crore
			Networth in INR in Lakhs
			Rs.: _____
			Net worth as on <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Occupation Details	<input type="checkbox"/> Business	<input type="checkbox"/> Professional	<input type="checkbox"/> Public Sector
	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Government Service	<input type="checkbox"/> Agriculturist
	<input type="checkbox"/> Others (Please specify)		
Politically Exposed Person (PEP)	<input type="checkbox"/> Yes	<input type="checkbox"/> Related to PEP	<input type="checkbox"/> Not Applicable
Are you a tax resident of any country other than India? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.			
Country*	Tax identification Number#	Identification Type (TIN or Other, please specify)	
* To also include USA, where the individual is a citizen / green card holder of The USA			
# In case Tax identification Number is not available, kindly provide its functional equivalent \$			
Certification		Signature	
I/We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.		 (23)	
		DATE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
		PLACE <input type="text"/>	
For investor convenience, M/s. Bhogilal Trikamlal Securities Pvt Ltd is collecting this mandatory information for updating across all account in Equity, Commodity etc...			
Please submit the form duly filled, signed, for all the holders, seperately and submit it to our office at: M/s. Bhogilal Trikamlal Securities Pvt Ltd , R-717, Rotunda Bldg, B.S. Marg, Mumbai - 400 001.			
FATCA & CRS Terms & Conditions			
Details under FATCACRS/Foreign Tax Laws: The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income Tax Rules 1962, which Rules require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In certain circumstances (including if we do not receive a valid self -certification from you) we may be obliged to share information on your account with relevant tax authorities/appointed agencies. If you have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).			

Family Declaration - Email/ Mobile Updation in Family Codes**VOLUNTARY****(Compulsory in case having common email & mobile in more than one account in M/s. Bhogilal Trikamlal Securities Pvt Ltd)****To,****Date:** _____**M/S. BHOGILAL TRIKAMLAL SECURITIES PVT LTD**

R - 717, Rotunda Bldg., B. S. Marg, Mumbai - 400 001.

Dear Sir/Madam,

Subject: Family Declaration for registering common Mobile / Email details

I request you to register the following mobile number and/or email id in my demat and/or trading account(s) to be opened with you.

Mobile No.: _____ Email ID: _____

I and my family members hereby request that mobile number and email id, as mentioned above shall be considered in your records for the purpose of receiving communication from M/s. Bhogilal Trikamlal Securities Pvt. Ltd. or Stock Exchanges/Depositories with regard to trading/demat transactions executed by me/us through M/s. Bhogilal Trikamlal Securities Pvt. Ltd.

This facility shall be provided to me/us as an additional, for my/our convenience of receiving transaction details at a single mobile number and e-mail id. I/We understand that this facility is availed only by the family members where "family" means self, spouse, dependent children and dependent parents. (As per the SEBI Guidelines).

Sr. No.	Client Name	Trading Code	BO ID	Relationship	Signature
1.				Self	
2.				Dependent Parent - Mother	
3.				Dependent Parent - Father	
4.				Spouse	
5.				Dependent Daughter	
6.				Dependent Son	
7.					
8.					

Thanking You,


 (24)
Confirmation of Receipt of executed documents**Client Code:** _____

Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of Mandatory and Voluntary Client Registration document, Rights and Obligations, RDD, Policies and Procedures and all other documents as executed by me/us.


 Signature of Client: (25) _____

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Annexure-A
Investor Charter – Stock Brokers

VISION

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

MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep ‘protection of investors’ interest’ as goal while providing service.

Services provided to Investors

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- Settlement of client’s funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor’s grievances.

Rights of Investors

- Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- Discuss your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	10 days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	30 days / 90 days for running account settlement (RAS) as per the preference of client. If consent not given for RAS – within 24 hours of pay-out
10.	‘Statement of Accounts’ for Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)

S.No.	Activities	Expected Timelines
11.	Issuance of retention statement of funds/ commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	30 days from the receipt of the complaint

DOs and DON'Ts for Investors

DOs	DON'Ts
<ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product/operational framework/timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI/Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted. 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades. 8. Receive funds and securities/commodities on time within 24 hours from pay-out. 9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges. 10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days). 11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines. 	<ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. 6. Do not ignore any emails/SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed/guaranteed returns schemes. 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks/securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments.

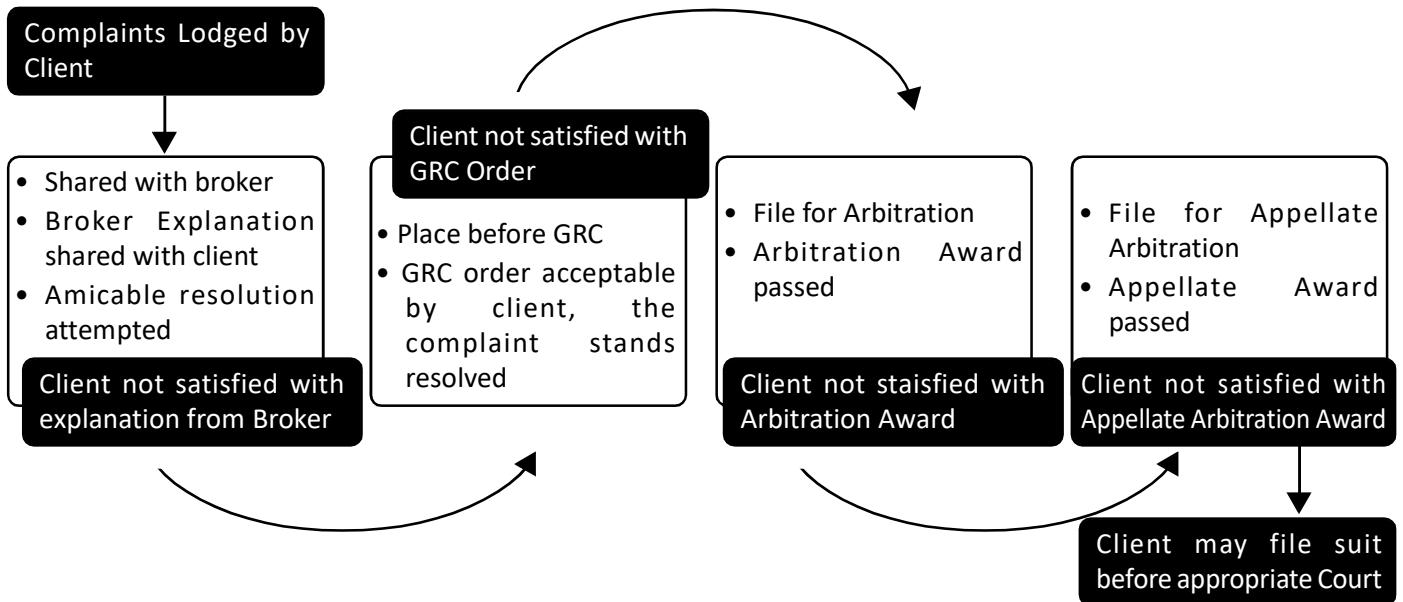
Grievance Redressal Mechanism

Level 1 – Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

Level 2 – Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

Level 3 – The complaint not redressed at Stock Broker/Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <https://scores.gov.in/scores/Welcome.html>

Complaints Resolution Process at Stock Exchange explained graphically:



Timelines for complaint resolution process at Stock Exchanges against stock brokers

S.No.	Type of Activity	Timelines for activity
1.	Receipt of Complaint	Day of complaint (C Day)
2.	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3.	Registration of the complaint and forwarding to the stock broker.	C + 8 Working Days i.e. T day.
4.	Amicable Resolution.	T + 15 Working Days.
5.	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T + 16 Working Days.
6.	Complete resolution process post GRC.	T + 30 Working Days.
7.	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.
8.	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9.	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order
10.	If intention from stock broker is received and the GRC order amount is upto Rs. 20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF).The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11.	Stock Broker shall file for arbitration	Within 6 months from the date of GRC recommendation
12.	In case the stock broker does not file for arbitration within 6 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

Handling of Investor's claims/complaints in case of default of a Trading Member/Clearing Member (TM/CM) Default of TM/CM

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

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.

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1 Back Office Master Entry

2 UCC Entry

3 Bank Cheque Entry

4 ECN Entry

5 Auto Payin Entry

6 BIZ Mail

7 Register Entry

8 Scanning

9 Bolt Entry

10 PMLA Check

11 Email

12 BOW

13 NIL FILE

14 NIL FILE FOR ICCL

CLIENT CODE



Bhogilal Trikamlal Securities Pvt. Ltd.

MEMBER: BOMBAY STOCK EXCHANGE LIMITED

SEBI REGI NO.: INZ000218139

CLIENT REGISTRATION FORM

NAME: _____

UID NO.: _____

CKYC NO.: _____

Dear Clients,

Sub: Guidelines for Prevention of Business Disruption due to technical glitches & Standard Operating Procedures (SOP) to be adopted upon incident of Technical Glitches

Ref.: BSE Circular No. 20211215-63 Dated: 15/12/2021

NSE Circular No. NSE/COMP/50610 Dated: 15/12/2021

This is to inform all our clients that as per the above mentioned circular we are not required to have a Business continuity/Disaster Recovery (DR) plan under the existing regulatory provisions.

REGD. OFFICE: R - 717, Rotunda Bldg., B.S. Marg, Mumbai - 400 001.

Tel.: 2272 1907 / 1936 / 1967 / 2331 • Fax: 2272 2966

E-mail: investors@btsec.co.in

FOR KYC & CKYC & KRA FOLLOWING DOCUMENTS ARE REQUIRED:

1) Photos	3 Photos
2) Demat Statement / Client Master	1 Copy
3) Cancelled Cheque	1 Copy
4) Bank Pass Book	1 Copy
5) PAN Card copy	3 Copies
6) Address Proof	3 Copies
- Aadhar	
- Passport	

All documents should be self attested.

FOR KYC & KRA FOLLOWING DOCUMENTS ARE REQUIRED:

1	Photos	5 Photos	Karta
2	Photos	1 Photos	Co-Parceners
3	Demat Statement / Client Master	1 Copy	HUF
4	Cancelled Cheque	1 Copy	HUF
5	Bank Pass Book	1 Copy	HUF
6	Latest Bank Statement	1 Copy	HUF
7	PAN Card copy	3 Copies	HUF
8	Address Proof	3 Copies	HUF
9	PAN Card copy	3 Copies	Karta
10	Address Proof	3 Copies	Karta

All documents should be self attested.

Note: Please send seperate cheque for 1000/- towards franking & demat charges



Bhogilal Trikamlal Securities Pvt. Ltd.

Accordingly, Para C of Annexure – 8 of "Master Circular for Stock Brokers" with reference no. SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/71 dated May 17,2023, stands modified as under:

C. TRADING PREFERENCES					
Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.					
Exchanges	NSE, BSE & MSEI				MCX, NCDEX, BSE & NSE
All Segments	Cash /Mutual Fund	F&O	Currency	Debt	Commodity Derivatives
	<input checked="" type="checkbox"/>				
If you do not wish to trade in any of segments / Mutual Fund, please mention here _____.					