

**PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING UP THE FORM**

Please note that all information and documents as envisaged in SEBI Circular No. SEBI/MIRSD/DRS-1/CIR-31/2004 dated 29.08.2004 are mandatory. Further, we provide some special facilities like Internet Trading, Electronic Contract Note, etc. to make your trading activities more effective and advanced. In this connection, we seek your consent and signature in some additional documents, which is absolutely your discretion.

Following will guide you on the requirements of information and documents, according to the nature of your entity. Self attested copies of the following documents may be obtained after due verification with the original thereof.

**MANDATORY DOCUMENTS: (FILLING UP & SIGNATURE MANDATORY)**

Sl. No.	Particulars	Significance	Page No.
1.	Know Your Client (KYC)Form	It contains relevant details for identification and verification of clients.	3-8
2.	Member Client Agreement -NSE	Agreement for conducting transactions in NSE (CM & FO Segment) mutually agreed upon by the parties.	9-12
3.	Member Client Agreement -BSE	Agreement for conducting transactions in BSE (CM & FO Segment) mutually agreed upon by the parties.	13-16
4.	Combined Risk Disclosure Documents (RDD)	It contains important information on trading in Equities and F& O segments of NSE & BSE.	17-20
5.	Investors Rights and Obligation	Familiarise client with the protection accorded by NSE/BSE and SEBI.	20-21
6.	Policies & Procedures	It contains the policies and procedures adopted by the Company with respect to the dealings with clients	22-23
7.	Disclosure of Proprietary Trading	It contains confirmation from client regarding Proprietary Trading	24

**NON-MANDATORY DOCUMENTS: (FILLING UP & SIGNATURE OPTIONAL)**

Sl. No.	Particulars	Significance	Page No.
1.	Additional terms and conditions governing securities trading and broking services	It contains additional clauses for conducting smooth transactions in NSE / BSE (CM & FO Segment) mutually agreed upon by the parties.	27-31
2.	Declaration pursuant to PMLA	It contains information regarding money laundering	32-33
3.	Letter of Authority	It contains authority letter given by client for operational ease	34-34
4.	Authority Letter for Running Account of Funds and Securities	It contains confirmation of Running Account of Funds and Securities	36
5.	Mandate to issue contract notes, daily margin statement and quarterly statement in electronic format	It contains mandate given by client for receipt of contract note, daily margin and quarterly statement, in electronic form	37
6.	Adjustment in Different Segment and Exchange	It contains confirmation from client regarding set off of balances across segments and exchanges.	38
7.	Letter for BSE Star MF	It contains authority letter for trading in BSE-Mutual Fund Segment	40
8.	Letter for MFSS in NSE	It contains authority letter for trading in NSE-Mutual Fund Segment	41
9.	Terms and condition for the Investor	It contains terms and conditions for the investor using MFSS facility.	42

**FORMATS**

Sl. No.	Particulars	Significance	Page No.
	As Applicable	For Client's reference	44

### **Mandatory Documents Kit**

The following documents are mandatory and **must be signed** before the client can be registered :

- ⇒ Client Registration Form (Individual / Corporate)
- ⇒ Agreement between Trading Member and Client (NSE, BSE)
- ⇒ Risk Disclosure Agreement
- ⇒ Investor's Rights & Obligations
- ⇒ Policy & Procedures
- ⇒ Disclosure of Proprietary Trading

# FORT SHARE BROKING PRIVATE LIMITED

Regd. Office : 8, Loudon Street (8-B, U.N. Brahmachari Street), 1st Floor, Kolkata-700 017  
Phone : 4022-0300, Fax : 2289-4498

## FOR OFFICE USE ONLY

UNIQUE CLIENT CODE	DP CLIENT ID
APPROVED BY	DATE

NOTE : If any desired information does not fit in the form, the same may be given by way of Annexure

	NSE	BSE
CASH SEGMENT	Fort Share Broking Pvt. Ltd. SEBI Regn. No. INB-231272437	Fort Share Broking Pvt. Ltd. SEBI Regn. No. INB-011272433
F&O SEGMENT	Trading Member - Fort Share Broking Pvt. Ltd. SEBI Regn. No. INF-231272437	Trading Member - Fort Share Broking Pvt. Ltd. SEBI Regn. No. INF-011272433
	Clearing Member - Fort Share Broking Pvt. Ltd. SEBI Regn. No. INF-231272437	

Our account opening form confirms to all the rules laid down by the SEBI, NSE & BSE for investor protection, which is why the form contains multiple sections and requires multiple signatures. Our executive may assist you in filling up the form and will guide you wherever you need.

This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients.

Please affix  
and sign on  
the photograph

## INDIVIDUAL / NON-INDIVIDUAL / CONSTITUENT REGISTRATION ACCOUNT OPENING FORM

I/We request you to register me/us as your Client/Constituent and enable me/us to trade in the Capital Market Segment (CM), Future and Options Segment (F&O) pursuant to the Agreement entered with you. I/We have read the Rules, Bye-laws and Regulations of the Exchanges pertaining to these segments and agree to abide by them. In this regard I/We give the following information.



Please fill in the  
type of Account

### ACCOUNT DETAILS

- |  |  |  |                              |
|--|--|--|------------------------------|
| <input type="checkbox"/> Ordinary Resident | <input type="checkbox"/> Trust                   | <input type="checkbox"/> Minor               | <input type="checkbox"/> HUF |
| <input type="checkbox"/> Partnership Firm  | <input type="checkbox"/> Pvt. Ltd. Co.           | <input type="checkbox"/> Proprietorship Firm |                              |
| <input type="checkbox"/> Public Ltd. Co.   | <input type="checkbox"/> Others (please specify) |  |                              |



Please fill in your  
details

### CUSTOMER DETAILS

#### FOR INDIVIDUALS

	First Name	Middle Name	Surname
Self			
Father/Spouse			

#### FOR NON INDIVIDUALS (Prop. / Partnership / HUF / Corporate / Trust)

Name of Organisation

Unique Identification No. (where obtained)



Please fill in  
Contact Person's  
name.

### CONTACT PERSON / AUTHORISED REPRESENTATIVE

First Name	Middle Name	Surname

#### If HUF, Name of Karta or Designation (For Non-Individuals)

Father's Name of Karta



Please fill in your  
Annual Income  
details.

### ANNUAL INCOME DETAILS (FOR INDIVIDUALS ONLY)

Year I	Year II	Year III

**Income Range (Per annum)**  Below Rs. 1,00,000  Rs. 1,00,000 to Rs. 5,00,000  
 Rs. 5,00,000 to Rs. 10,00,000  Rs. 10,00,000 to Rs. 25,00,000  Above Rs. 25,00,000

## CONSTITUENT DETAILS

### INDIVIDUAL / HUF / MANAGING PARTNER / DIRECTOR



Please fill in your  
Personal Account

#### PERSONAL DETAILS

Name	
Date of Birth (dd/mm/yyyy)	
Educational Qualification	<input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others (Pl. Specify) _____
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Single
Occupation	<input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Others (Pl. Specify) _____
Unique Identification Number (Where obtained) <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"/>	
Income Tax Number [PAN/GIR] (For Key Management Personnel only) <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"/>	



Please tick your  
Correspondence  
Address

#### CORRESPONDENCE ADDRESS (For Individual / HUF only)

<input type="checkbox"/> Office	<input type="checkbox"/> Residence
---------------------------------	------------------------------------

\*

Please fill in your  
Residence Details

#### RESIDENCE DETAILS

(City Name, Country Name, Tel. No., Pin Code-Mandatory)

Address	
PIN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Phone No. (with STD Code)	Fax No.
Mobile No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	E-mail ID
Residential Status : <input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Others _____	



Please fill in your  
Office Details

#### OFFICE DETAILS

(Name of employer is mandatory in case of individual constituents)

Name of Organisation	
Address	
PIN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Employed Since	Designation
Established since (in case of self employment)	
Phone No.	Fax No.

**FOR NON-INDIVIDUALS ONLY**

Please fill in your  
Personal Account

**REGISTERED OFFICE DETAILS**

Name														
Address														
								PIN						
Phone No.							Fax No.							



Please tick your  
Correspondence  
Address

**CORRESPONDENCE ADDRESS**

Registered Office  Other



Please fill in your  
Correspondence  
Address Details

**CORRESPONDENCE ADDRESS DETAILS**

Address														
								PIN						
Phone No.					Fax No.									
E-mail ID					Mobile No.									



Please fill in your  
Registration/  
Incorporation Details

**REGISTRATION DETAILS**

Date of Incorporation (dd/mm/yy)									
Date of Commencement of Business (dd/mm/yy)									
Registration Number					Place of Registration				
Date of Registration (dd/mm/yy)					Registering Authority				
PAN			Ward No.			Date of Issue (dd/mm/yy)			



Please provide  
details of key  
person and also fill  
Annexure A

**NON INDIVIDUAL DETAILS**

Nature of Business									
Names of Promoters / Partners / Karta / Wholetime Directors and their residential address :									
1.									
2.									
3.									
4.									
5.									
6.									
Name and Designation of Persons authorised to deal in securities on behalf of the Company / firm / Others and their residential address.									
1.									
2.									
3.									
4.									
5.									
6.									

## FOR BOTH INDIVIDUALS & NON-INDIVIDUALS



### BANK ACCOUNT DETAILS (Mandatory)

Please fill in your Bank Account Details for all accounts in this Section & Specify if A/C type is Current/Savings/NRE/NRO. Copy of cancelled cheque leaf & Pass book/ Bank statement containing name of the constituent should be submitted

Sl. No.	Bank Name	Branch Address	Date of Opening A/C	Bank A/C No.	A/C Type	Phone No.	MICR No.
1.							
2.							
3.							
<b>INITIAL CHEQUE DETAILS</b>							
Cheque No.			Amount			MICR No.	
Issuing Bank				Branch Address			



Provide DP Accounts Details

### DEPOSITORY ACCOUNT DETAILS (MANDATORY)

Sl. No.	Name of the DP	DP ID	DP Address	Client ID A/c. No.
1.				
2.				
3.				



Please provide details of all other brokers with whom you are registered

### BROKERS DETAILS

Sl. No.	Name	Exchange	Client Code No.
1.			
2.			
3.			



Please fill in your Introducer's details in this section

### REFERENCES (INTRODUCER'S DETAILS)

**Introduction** : Introduced by another constituents / director or employee of Trading / Any other person, please specify :

Name of the Introducer : \_\_\_\_\_  
(surname) (name) (middle name)

Father's Name : \_\_\_\_\_

Address of the Introducer : \_\_\_\_\_

PAN of Introducer, if any \_\_\_\_\_ Phone : \_\_\_\_\_

Signature \_\_\_\_\_

**Attach photocopy of Passport, Voter ID Card, Driving Licence & PAN Card of the Introducer.**

Name and designation of the employee who interviewed / conducted in-person verification of the Client:

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

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

Signature of the Employee \_\_\_\_\_



Please provide your experience details

Stock Exchange on which you wish to trade

**INVESTMENT & TRADING DETAILS**

Options	Selection	Signature
NSE - Cash Segment		
NSE - F&O Segment		
NSE - MFSS		
BSE - Cash Segment		
BSE - F&O Segment		
BSE Star MF		

Note : To trade in NSE / BSE F&O Segment Income Proof is required as per SEBI Rule.

Details of any action taken by SEBI/Stock exchange/any other authority against the constituent or its Partners/ Promoters/Wholetime directors/authorised persons in charge of dealing in securities for violation of securities laws/other economic offences.

**DECLARATION :**

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We 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 /We are aware that I/We may be held liable for it and you shall have the right to cancel my/our registration and the Exchange shall have the right to debar me/us from doing business both in Derivatives & Cash Segments of the Exchange.

Authorised Signatory (with Company Seal)




1\_\_\_\_\_

Name :

Place :

Date :

**ANNEXURE - A**  
**DETAILS OF DIRECTORS / PROMOTERS / PARTNERS / KARTA**

Particulars	1st Signatory	2nd Signatory	3rd Signatory
NAME			
Residential Address with Pin Code			
Telephone No			
Designation			
Qualification			
Experience			
Furnish at least any one :			
IT No. (PAN/GIR) Passport No. Voter ID No. Driving Licence No. Ration Card No.			
Equity Stake (%)			
Name of the Bank			
Savings / Current A/C. No.			
Address of the Bank With Pin code			
Photograph of the Signatory Sign across			
Signature	 2 _____	 3 _____	 4 _____

**Note : Please provide details of all Directors / Partners / Trustees**

## Agreement between Stock Broker and Client (NSE)

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between : M/s. Fort Share Broking Pvt. Ltd., a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the **National Stock Exchange of India Ltd.** (hereinafter called 'the Exchange') and having its registered office at 8, Loudon Street (8-B, U.N. Brahmachari Street), 1st Floor, Kolkata-700 017 (hereinafter called 'the stock broker') which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr. / Ms. / M/s. \_\_\_\_\_  
an individual / a sole proprietary concern / a partnership firm / a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her residence/its registered office at \_\_\_\_\_  
(hereinafter called 'the client') which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number **INB-231272437** in the Capital Market Segment and SEBI registration number **INF-231272437** in the Futures and Options Segment.

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

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

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

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

WHEREAS the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereudner and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

### A. STOCK BROKING SERVICES

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:

Signature with Stamp

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Signature with Stamp


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

12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the Exchange.
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without, giving any reasons to the other party, after giving notice in writing of not less than one month to the other party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the Exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its client to any person or authority with the express permission of the client.

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

IN WITNESS WHEREOF the Stock Broker and Client has caused these presents to be executed as of the day and year first hereinabove mentioned.

MEMBER : **FORT SHARE BROKING PVT. LTD.**

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

Signed by :

Title : Director / Authorised Signatory

Witness :  
(Full Name, Signature & Address)


1.

2.

Signed for and on behalf of

CLIENT NAME :

By :

Client's Signature :  9 \_\_\_\_\_  
with stamp

Title :

Witness :  
(Full Name, Signature & Address)

1.  \_\_\_\_\_

2.  \_\_\_\_\_

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

## Agreement between Stock Broker and Client (BSE)

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between : M/s. Fort Share Broking Pvt. Ltd., a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of **Bombay Stock Exchange Ltd.** (hereinafter called 'the Exchange') and having its registered office at 8, Loudon Street (8-B, U.N. Brahmachari Street), 1st Floor, Kolkata-700 017 (hereinafter called 'the stock broker') which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment and its successors (of the One Part)

And

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

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

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number **INB-011272433** in the Capital Market Segment and SEBI registration number **INF-011272433** in the Future and Option Segment.

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

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

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

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

WHEREAS the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

### A. STOCK BROKING SERVICES :

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.

Signature with Stamp

10

11

Signature with Stamp

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

14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the Exchange.
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without, giving any reasons to the other party, after giving notice in writing of not less than one month to the other party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the Exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

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

such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

MEMBER : **FORT SHARE BROKING PVT. LTD.**

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

Signed by :

Title : Director / Authorised Signatory

Witness :  
(Full Name, Signature & Address)


1.

2.

Signed for and on behalf of


CLIENT NAME :

By :

Client's Signature with stamp :  14 \_\_\_\_\_

Title :

Witness :  
(Full Name, Signature & Address)

1.  \_\_\_\_\_

2.  \_\_\_\_\_

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

## COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH SEGMENT AND FUTURE & OPTION SEGMENT

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as 'NSE') and by The Stock Exchange, Mumbai (hereinafter referred to as 'BSE') in co-ordination with the Securities and Exchange Board of India (hereinafter referred to as 'SEBI') and contains important information on trading in the Equities and Future & Option Segment of NSE / BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O Segment of the Exchanges.

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

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

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

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

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

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

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

#### **1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange(s). Generally, higher the volatility of a security, greater is its price swings. There may be normally greater volatility in thinly traded securities than in active securities. 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 sell securities expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy or sell securities swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be a risk of lower liquidity in some securities as compared to active securities. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

**1.2.1** Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased

at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive a security.

### **1.3 Risk of Wider Spreads:**

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

### **1.4 Risk-reducing orders:**

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

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

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

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

### **1.5 Risk of News Announcements:**

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

### **1.6 Risk of Rumours:**

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

### **1.7 System Risk:**

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

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

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

### **1.8 System/Network Congestion:**

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

**2.** As far as Futures & Options segment is concerned, please note and get yourself acquainted with the following additional features.

## 2.1 Effect of 'Leverage' or 'Gearing'

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'

Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk.

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

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

## 2.2 Risk of Option holders

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

## 2.3 Risk of Option Writers

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

### 3. GENERAL

#### 3.1 Commission and other charges

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

#### 3.2 Deposited cash and property

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

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

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

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

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

Customer Signature (If Partner, Corporate, or other Signatory, then attest with company seal.)

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Signature with Stamp


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

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

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### INVESTORS' RIGHTS AND OBLIGATIONS :

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your trading member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
  - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the trading member, stating towards which account such money or property deposited.
  - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the trading member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/ Regulations of NSE/BSE or its Clearing Corporation/Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your trading member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
  - 1.3.1 Please deal only with and through SEBI registered trading members who are members of the Stock Exchange and are enabled to trade on the Exchange(s). All SEBI registered trading members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com)).
  - 1.3.2 Demand any such information, details and documents from the trading member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the trading member as required in "Know your client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/SEBI at any time, as is available with the investor.

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Signature with Stamp

- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the trading member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the trading member.
- 1.3.6 Ensure that a contract note is issued to you by the trading member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the trading member to the investors latest on the next working day of the trade. Contract note can be issued by the trading members either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE.
- 1.3.7 Facility of Trade Verification is available on NSE/BSE website ([www.nseindia.com/www.bseindia.com](http://www.nseindia.com/www.bseindia.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE.
- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned trading member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the trading member. Delivery of securities is made to the pool account of the trading member rather than to the beneficiary account of the trading member.
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation, please follow-up with the concerned trading member for its release. In case pay-out is not released as above from the trading member within five working days, ensure that you lodge a complaint with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every Trading Member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by the NSE/BSE from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the Trading Member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a trading member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a trading member surrenders his trading membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE//BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a trading member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/ Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

**Notes:**

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

Client's Signature :  20\_\_\_\_\_

Client's Name :

Dated : \_\_\_\_\_

**POLICIES & POCEDURES (MANDATORY)****A) Refusal of Orders for penny stocks :**

Penny stocks are thinly traded shares of small companies which are traded infrequently and having very low volume. It may be difficult to buy/sell Penny stocks. Penny stocks include the shares which form part of list of illiquid securities, given by stock exchanges from time to time.

For Dealing in penny stock following procedures is being followed:

1. Authorization of the Senior Officer is to be taken if any client wants to invest in penny stocks.
2. The valid reason of the client to trade in penny stock is taken.
3. The financial position, background of the client is reviewed.

The order of a client shall be refused by the Member when it appears that

1. If the dealing amounts to manipulation of the price of the security.
2. If the dealing creates false or misleading appearance of trading in the securities market.
3. If the dealing in the security is not intended to effect transfer of beneficial ownership but intended to operate only as a device to inflate, depress or cause fluctuations in the price of the penny stock for wrongful gain or avoidance of loss.

**B) Setting Up Of Clients Exposure Limit:**

FSBPL will normally give exposure at a predetermined multiple for the net credit balance lying in the client's ledger (across all segment) or on the unencumbered securities. Exposure on securities is given after appropriate haircut as per exchange. The amount of exposure may vary from client to client based on financial soundness (such as low, medium or high net worth) and turnover position of the client.

**C) Applicable Brokerage Rate:**

The rate of brokerage varies from clients to clients. For those clients having frequency in transaction, generally the brokerage is on the lower panel rather than for those who trade infrequently. The applicable brokerage is fixed with the mutual consent of the client, which is subject to further modification only after due consultation with the client. An additional levy of Rs 10/- is charged only on those clients who have opted for physical contract note.

The applicable brokerage details:

EXCHANGE		%	MIN
NSE	DEL.		
	SQV.		
BSE	DEL.		
	SQV		
NSE & BSE DERIVATIVE			

**D) Imposition of penalty/delayed payment charges :**

Any amount which is overdue from the client towards trading either in the cash or derivative segments is charged with delayed payment charges.

**E) The right to sell client's securities or close client's positions, without giving notice to the client, on account of non-payment of client's dues :**

- a) Even after regular reminders, if client fails to make the payment of the margin money or pay-in amount, then we would square off his/her/their position and before taking such action in this direction, we telephonically/ vide e.mail explain all the details to the client about our proposed action in this regard.

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Signature with Stamp

- b) Principally, company follows the practice of giving reasonable opportunity of being heard and gives a verbal show cause notice to such clients. Thereafter, if company finds after giving reasonable time that the client has failed to pay the money due from him, we square off their position. However, in exceptional cases, like in case of those clients with whom company has a long term bonding and there is reassurance from the concerned client that they will make the payment in due course of time, in such circumstances, company may consider allowing them to continue with their positions. Further, this shall be limited to the extent of settlement / margin obligations.

**F) Shortages in obligations arising out of internal netting of trades :**

If there are shortages due to internal netting of client positions, the position of both the clients would be squared off by taking exchange auction price for that particular securities for that particular settlement, and if the same was not available, then the previous day closing price may be considered for the same.

**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 :**

A client is not allowed to take further position or the existing position of a client is closed on the following conditions:

1. If the ledger of a client shows continuous debit balances.
2. If the margin deposited by the client is not according to the exposure of the client.
3. If the dues are not settled by the client.
4. If the exchange is not allowing any further position in that scrip.
5. If broker's limit of taking exposure in that particular scrip comes to an end.

**H) Temporarily suspending or closing a client's account at the client's request :**

The account of the client shall be suspended/ closed on receipt of written request from the client specifying the reasons to close the account. If the reasons given are justified then the account of that client is suspended after effecting the settlement of the account. For accounts suspended on client's request, the same can be reactivated only after receiving a written request from the client.

**I) Inactive Accounts**

Clients who have not traded for 6 months would be considered as "Inactive" and their account will remain deactivated till the reactivation letter is submitted by the client with the copy of bank statements for the last 6 months for activation of Derivative/F&O segment.

At the time of deactivation of Inactive accounts any credit balance will be cleared and securities held in margin account will be transferred to the client's demat account.

**J) Deregistration of a client :**

A client shall be deregistered upon fulfillment of the following conditions :

- a) On receipt of the specific request from the client to deregister himself and to close his accounts.
- b) On account of breach of terms and conditions of the agreement by the client.
- c) On account of any action taken by SEBI/ Stock Exchange/ any other authority against the constituents or its partners/promoters/directors/ authorized persons or that they are debarred from accessing the securities market.

On the happening of the above, the account of a client is deregistered after effecting full and final settlement of the accounts and securities of the client.

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Customer Signature (with rubber stamp)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Date :

Dated :

From

**Fort Share Broking Pvt. Ltd.**

8, Loudon Street

(8-B, U.N. Brahmachari Street)

1st Floor, Kolkata-700 017

To

All Clients

**Sub. : Disclosure of Proprietary Trading**

In pursuance of the SEBI Circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003, NSE Circular No. NSE/NVG/PRE/2003/16 dated November 25, 2003 and BSE Notice No. 20031125-7 dated 25 November 2003 issued with a view to increase transparency in the dealings between us as a trading member and you as a Client. We do hereby disclose that we, apart from trading on account of our Clients, also do trading on our proprietary account.

You are requested to please take a note of the same.

Yours truly

For **FORT SHARE BROKING PVT. LTD.**

Director / Authorised Signatory

I conform my acceptance

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**Signature of the Client**

\_\_\_\_\_  
**Name of the Client**

\_\_\_\_\_  
**Client Code**

**Non-Mandatory**

## Voluntary Documents Kit

Documents in the following section are voluntary and are at the discretion of the trading member and client. These documents might be required to ensure smooth functioning of special facilities/arrangements. The client need not execute such documents, if he/she does not wish to use concerned facility.

The client also has a right to terminate any special facility / arrangement, initially undertaken, any time by giving a notice in writing.

### For You

#### Do's

- a. Always deal with market intermediaries registered with SEBI/Exchanges.
- b. Give clear and unambiguous instructions to your broker/agent/depository participant.
- c. Always insist on contract notes for all the transactions from the main broker (name to be specified) within 24 hours of the trade execution. In case of any doubt in the transaction, verify the genuineness of the same on the Exchange website
- d. Always settle the dues through the normal banking channels with the market intermediaries.
- e. Always make payment directly to the main broker (name to be specified).
- f. Always give delivery of shares directly to the main broker (name to be specified).
- g. Adopt trading/investment strategies commensurate with your Risk bearing capacity as all investments carry risk, the degree of which varies according to the investment strategy adopted.
- h. Always sign a Member-Client Agreement with the trading member of NSE / BSE as the case may be.
- i. Please carry out due-diligence before registering as client with any Intermediary. Also, carefully read and understand the contents stated in the Risk Disclosure Document, which forms the part of client registration for dealing through intermediaries in the Stock Market.

#### Don'ts

- a. Don't deal with unregistered brokers/sub-brokers, intermediaries.
- b. Don't leave the custody of your Demat Transaction slip book in the hands of any Intermediary.
- c. Don't fall prey to promises of guaranteed returns.
- d. Don't blindly imitate investment decisions of others who may have profited from their investment decisions.

**Additional Terms and Conditions governing securities Trading and Broking services of FORT SHARE BROKING PVT. LTD. (FSBPL), to ensure smooth functioning of operations. The client and the stockbroker, in addition to the agreement (s) entered into herein before agree to the terms and conditions herein below :**

**VOLUNTARY CLAUSES (NSE & BSE)**

1. **Compliance with law** : In case where the CLIENT is a Non Resident Indian, he agrees to abide by Foreign Exchange Management Act and rules and regulations issued thereunder from time to time.  
The CLIENT hereby authorizes the MEMBER to take all such steps on the CLIENT'S behalf as may be required or advisable in the MEMBER'S **opinion** for compliance with the Exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with the MEMBER or executed by the MEMBER on behalf of the CLIENT, however, nothing contained herein shall oblige the MEMBER to take such steps.
2. **Participation** : The CLIENT shall ensure that he / it is eligible to enter into this agreement. The CLIENT having agreed to enter into this agreement shall be deemed to have satisfied himself/itself with regard to eligibility in this respect.
3. **Acting as a sub-broker** : The CLIENT agrees that he will not act as a Sub-Broker without prior written permission of the MEMBER and without obtaining a certificate of registration from SEBI.
4. **Disclaimer** : The Client agrees that all investments and disinvestment decisions are based on the CLIENT'S own evaluation of financial circumstances and investment objectives. This extends to any decision made by the CLIENT on the basis of any information that may be made available by the MEMBER through its website or through any other media. The CLIENT will neither hold, nor seek to hold the MEMBER or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, costs or damage incurred by the CLIENT consequent upon relying on investment information, research opinion or advice or any other material/information provided by the MEMBER. The CLIENT is aware that any information provided by the MEMBER through any medium based on the research of the MEMBER or other external sources is subject to normal variations in the stock market and is merely an estimation of the availability or otherwise of certain investments, and the MEMBER shall not be deemed to have assumed responsibility for any such information. The CLIENT should seek independent professional advice regarding the suitability of any investments decision.
5. **Dematerialised Securities** : All orders made by the CLIENT shall only be in securities compulsorily traded in the dematerialized form. All deliveries of securities made by or to the CLIENT shall only be in the dematerialized form.
6. **Transaction Order System** : The CLIENT shall transmit his/its orders to the MEMBER through telephone or in such other manner as the MEMBER may permit.
7. **Authorised Person** : In the event of authorized representative being replaced, it shall be the responsibility of the CLIENT to inform the MEMBER of the change, in writing, failing which the CLIENT shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative.  
If any transaction(s) under this agreement or under any other agreement or otherwise with the MEMBER, has / have been executed on behalf of the CLIENT by any other person, not mentioned above and the same has / have been accepted by CLIENT from time to time on the basis of the contract note(s) / bills / any other correspondence dispatched / communicated to the CLIENT by the MEMBER and / or by part or full settlement of the transaction(s) by the CLIENT, then such transaction(s) shall be deemed to be executed by the person authorized by the CLIENT and the CLIENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).
8. **Abnormal Trades** : The CLIENT under no circumstances shall indulge in abnormal / synchronized trades, which may affect the market price of any security.
9. **Margins** : The CLIENT shall make the prescribed initial margin in the form of cash and / or in the form of securities (the "Margin") with the MEMBER simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade up to a pre-determined number of times of the margin (the "Margin") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the MEMBER who shall have the irrevocable right to set off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT or of a member of the FAMILY of the CLIENT (for the purpose of these presents, "FAMILY" shall mean all the individuals, group companies, firm, entities and other persons as notified to the MEMBER) in the event of the failure of the CLIENT or a member of the FAMILY of the CLIENT to meet any of their respective obligations under these Terms.  
Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with the MEMBER. In exercise of the

MEMBER'S right to sell securities under the Agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER'S discretion.

**Margin on purchase** : The MEMBER may require the Client to deposit interest free margin of such percentages as may be intimated by the MEMBER from time to time on the price of the securities proposed to be purchased.

**Margins on Sales** : The MEMBER may require the CLIENT to deposit interest free margin of such percentages as may be intimated by the MEMBER from time to time on the price of securities proposed to be sold.

**Margins in Derivatives Contracts** : In the derivative segment, the CLIENT is liable to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by the MEMBER or the Exchange from time to time. Furthermore, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay withholding margins, special margins, or such other margins as are considered necessary by the MEMBER or the Exchange from time to time.

**Mark To Market Margin in Derivative Contracts** : For derivatives contracts, If at any time, the Mark to Market (MTM) margin falls short of the margin available in the CLIENT'S account, the CLIENT agrees to heed the MEMBER'S additional margin calls. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that the MEMBER may communicate.

**Payment through Cheque/Demand Drafts** : In case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, any trades(s) would be executed by the MEMBER only upon the realization of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees to mention his CLIENT code along with his name on the reverse of any instrument through which he makes the payment to the MEMBER.

**Margin in form of Securities** : The Client may place margin with the MEMBER in form of securities as approved by the MEMBER. Such securities may at the discretion of the MEMBER be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER. (The MEMBER may, at its own discretion, treat the securities lying in the depository account of the CLIENT, as margin, where the CLIENT has issued a Power of Attorney in favour of the MEMBER, for operating the said depository account.)

The Client may place / deposit only those securities, which are acceptable to the MEMBER. If at any time, a particular security ceases to be on the list of approved securities, the CLIENT shall provide such other margins as may be required in place of such security. The CLIENT agrees and authorizes the MEMBER to determine the market value of securities placed as Margin after applying a haircut that the MEMBER deems appropriate. The CLIENT'S positions are valued at the latest market price available ('marked to market') on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.

**Type of Margin** : The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT accepts to comply with the MEMBER'S requirement of payment of Margin in the form of cash immediately failing which the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square off/sale shall be borne by the CLIENT, and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

**Shortfall in margins and other provision** : If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the CLIENT'S account, all or some of the positions of the CLIENT as well as the securities of the CLIENT in the possession or control of the MEMBER may be liquidated by the MEMBER at its sole discretion, without any reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such squaring off or sale of such securities shall be borne by the CLIENT, and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment in which the CLIENT does business with the MEMBER.

The CLIENT is responsible for all orders, including any orders that may be executed without the required Margin in the CLIENT'S account. If the CLIENT'S order is executed despite a shortfall in the available Margin, the CLIENT shall, whether or not the MEMBER intimated such shortfall in Margin to the CLIENT, instantaneously make up the shortfall either through delivery of shares in the event of a sale, or credit the required funds in the Bank account via net transfer or personal cheque, or money order or account transfer or any other mode as may be required by the MEMBER.

Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the Margin and / or such securities of the CLIENT which are in possession or control of the MEMBER, maintained by the CLIENT with the MEMBER. In exercise of the MEMBER'S right to sell securities under the Agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER'S discretion.

**Amendments in margin** : Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the MEMBER to the CLIENT over the telephone or in writing or by posting the details in its website. The CLIENT is required to make or replenish the shortfall in such margins, if any, on demand of the same by the MEMBER or otherwise immediately.

10. **Price of securities** : The CLIENT understands that with respect to any order, the CLIENT will obtain the price at which the order was actually executed in the market, which may be different from the price at which the security was trading when the CLIENT'S order was entered into the MEMBER'S system.
11. **Mistaken Order**: The MEMBER shall not be responsible for any order that is made by the CLIENT by mistake.
12. **Pay in / payout of securities / funds** : The CLIENT agrees that the MEMBER shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by the MEMBER from the Exchange, the Clearing Corporation / House or the concerned Mutual Fund or other company or entity liable to make the payment. Unless the MEMBER otherwise determines, and subject to the MEMBER'S rights to set off and other rights as mentioned in this agreement, the securities to be delivered by the MEMBER to the CLIENT pursuant to the CLIENT'S purchase transactions shall be credited to the designated depository account of the CLIENT and the sale proceeds to be paid by the MEMBER to the CLIENT shall be deposited to the designated Bank account of the CLIENT.

At all times, the CLIENT agrees to make the payment of funds only in the name the MEMBER vide a account payee cheque / demand draft drawn on a Scheduled Commercial Bank, with details of the CLIENT code and the name of the CLIENT mentioned on the reverse of the instrument.

At all times, the CLIENT agrees to transfer the securities only to the designated depository account of the MEMBER.

At all times, the Client agrees that he/it shall make payment of fund or delivery of securities only from his/ its own bank account / demat account and not from any third party bank account or demat account. In case, any third party delivery or third party payment is observed by the MEMBER, after the pay-in, the same shall be treated seriously and pay out of fund may be withheld by the MEMBER.

The CLIENT agrees that the MEMBER shall not be responsible for any loss, damages in respect of any funds / securities which are deposited / transferred to any account other than that of the MEMBER'S designated account under this Agreement.

**13. Close Out:**

a. **In case of Purchases** : Notwithstanding the margin position in case of purchase on behalf of CLIENT, the CLIENT authorizes the MEMBER to close out the transactions by selling the securities, in case the CLIENT fails to make full payment to the MEMBER for the execution of the contract within two days of trade execution or before pay-in-day (as fixed by stock exchange for the concerned settlement period), whichever is earlier, unless the CLIENT already has an equivalent credit with the MEMBER. The loss incurred in this regard, if any, will be met from the margin money of the CLIENT. The CLIENT agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the MEMBER.

b. **In case of Sale** : Notwithstanding the margin position in case of sales on behalf of CLIENT, the CLIENT authorizes the MEMBER to close out the contract by effecting purchases if the CLIENT fails to deliver the securities sold with valid transfer documents within two days of the trade execution or before delivery day (as fixed by stock exchange authorities for concerned settlement period), whichever is earlier. Loss on transaction, if any, will be deductible from the margin money of the CLIENT. The CLIENT agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the MEMBER.

**14. Warranties of clients :**

i) The CLIENT hereby represents and warrants that the terms and conditions of this Agreement have been clearly understood and that the information furnished to the MEMBER is accurate and truthful.

ii) The CLIENT confirms that he/she is of legal age and he/she/it has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to avail the services provided pursuant to the Terms of this Agreement.

**15. Indemnity :**

i) Though orders are generally routed to the market place immediately after the time the order is placed by the CLIENT on the system there may be a delay in the execution of the order due to any link/system failure at the CLIENT/MEMBER/Exchange's end. The CLIENT hereby specifically indemnifies and holds the MEMBER harmless from any and all claims, and agrees that MEMBER shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike,

equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorized access, theft, any fraud committed by any person whether in the employment of the MEMBER or otherwise or any problem, technological or otherwise! that might prevent the CLIENT from contacting the phone broking services of the MEMBER or entering the MEMBER'S system or from executing an order or in respect of other conditions.

ii) The CLIENT further agrees that he/she/it will not be compensated by the MEMBER for any "lost opportunity" viz. notional profits on buy/sell orders which could not be executed due to any reason whatsoever, including but not limited to time lag in the execution of the order or the speed at which the system of the MEMBER or of the Exchanges is operating, any shutting down by the MEMBER of his/her/its system for any reason or the MEMBER disabling the CLIENT from trading on its system for any reason whatsoever.

16. **Assignment:** Either party to this Agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other party.
17. **Severability :** In case anyone or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
18. **Further Assurances :** In connection with this Agreement, as well as all transactions contemplated by this Agreement as offered by the MEMBER from time to time. Each party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions in respect of the services availed by the CLIENT from time to time.
19. **Dispute Resolution :** The MEMBER and the CLIENT are aware of the provisions of the bye laws rules and regulations of the Exchange relating to the resolution of the disputes / differences through the mechanism of arbitration provided by the Exchanges and agree to abide by the said provisions in so far as any disputes under these Terms relate to transactions that are to be carried out on the Exchanges.
20. **Foreign Jurisdiction :** This service does not constitute an offer to sell or a solicitation of an offer to buy any shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service. Further, no information on the Member's website is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the MEMBER'S website.
21. **Proprietary Trading :** The MEMBER discloses herewith that it undertakes Proprietary trading in addition to CLIENT based trading.
22. The CLIENT confirms having read and understood the terms and conditions of the MEMBER CLIENT agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding/limiting the MEMBER'S and Exchanges' liabilities.
23. **Research /Trading Recommendation :** The CLIENT understands that the MEMBER produces fundamental and trading research / notes/ trading calls / technical calls, particularly on companies, industry, stock markets, commodity markets and economy from time to time (collectively hereinafter referred to as "material") through email or by access to the website of MEMBER or through SMS or any other mode on a voluntary basis. By agreeing to receive such material, CLIENT understands that this material provided is only for his/its personal information and CLIENT undertakes that the same shall not be reproduced or redistributed to any other person. CLIENT understands that his material is not an offer or the solicitation of an offer to buy any security. By sending this material on CLIENT'S request, MEMBER or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, consequential, as also any loss of profit in any way arising from the use of this material in any manner. CLIENT understands that the investments discussed in this material may not be suitable for all investors. CLIENT shall, therefore, before dealing and/or transacting in any of the products referred to in this material, make its own investigation, seek appropriate professional advice. CLIENT alone shall be fully responsible / liable for his/its investments / disinvestments on the basis of this material. CLIENT also agrees that MEMBER may discontinue providing such material and that it would have no responsibility to update any information provided to CLIENT nor does it represent that the information provided in the material is complete. Further by providing such material, MEMBER is not acting as CLIENT'S portfolio or financial adviser nor does it assumes any fiduciary duties.

**VOLUNTARY CLAUSES RELATED TO SPECIAL FACILITIES PROVIDED BY THE MEMBER TO ITS CLIENTS WHICH NEEDS SPECIFIC CLAUSE WISE CONSENT IF OPTED FOR BY THE CLIENT**

**Stock broker Client Communication :**

- i) Form of Communication : All notices or communications issued under this agreement shall be served in any one or more or all of the following ways and such notice or communication under (a) to (i) below shall be served at the ordinary business address and/or ordinary place of residence and/or last known address of the client in any one or more of the following ways :—
  - a) by post, b) by registered post, c) under certificate of posting, d) by express delivery post, e) by telegram, f) by affixing it on the door at the last known business or residential address, g) by oral communications to the party or on the last known telephone number or on the recording machine of such number, h) by sending a message through trading system, i) by a notice posted on the notice board of the Exchange if no address be known, j) by electronic mail or fax, or k) by hand delivery, l) The Stock Broker may also publish notice of general nature on its website ([www.fortshare.net](http://www.fortshare.net)) Such notice shall be deemed to have been properly delivered.
- ii) Any communication sent by the stock broker to the client shall be deemed to have been properly delivered or served, even if such communication is returned to the stock broker as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the party, in any one or more of the ways as mentioned in clause (i) above.
- iii) Digitally signed documents :
  - a) The client may be provided with a verified software utility to view the contract notes and othe documents received by e-mail.
  - b) The viewing documents without software utility is not valid. Any printouts of the contract note and the other documents which have been opened without verifier software utility are also not legally valid documents.
  - c) It shall be the duty of the client to check his/her/its e-mail account and view the contract note and other documents sent to him/her/it. E-mail document shall be treated as delivered to the client if they leave the e-mail server. There is no need of confirmation from the client acknowledging receipt of contract note and other documents sent to him/her/it by e-mail. All information contained therein shall be binding on the client, if the client does not object either in writing or via electronic mail within 24 hours after such a document is sent to the client. However, the Stock Broker reserves the right in its absolute discretion to determine the validity of client's objection even though such objection is received after 24 hours.
  - d) The client shall be required to intimate the stock broker in case of non receipt of documents by email within the stipulated time period. Delay in delivery of e-mail send by the stock broker due to network and internet related problems, which are beyond the control of the stock broker is possible and the client shall construe such delay as normal.
  - e) The client shall be required to intimate immediately to the stock broker in case of any change of e-mail address.
  - f) Non delivery of the documents by e-mail due to wrong or invalid ID given by the client and any other problems related to network and due to any problem in the e-mail received at the end of client shall not be the responsibility of the stock broker.

IN WITNESS THEREOF, the parties to Agreement have caused these presents to be executed as of the day and year first above written. Signed for and on behalf of MEMBER.

**FOR FORT SHARE BROKING PVT. LTD**

Witness :

Sign :

Director / Authorised Signatory


Name & Address :

Signed for and on behalf of Client :

Witness :

By :

Sign :

Signature :  28\_\_\_\_\_

Name & Address :

Title :

## DECLARATION PURSUANT TO PMLA

We have entered into a Member Client Agreement with you for dealing in Cash and F&O Segment of National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE) (hereinafter referred as Exchanges).

I/ We hereby declare the following:

- I am a regular investor in the stock markets in India. We are conversant with the laws, practices, rules, regulations, guidelines, circulars, etc. prescribed by the Securities and Exchange Board of India (SEBI) and the Exchanges.
- We will not receive or give any monies in cash or in kind for completing the settlement obligation to the Exchanges.
- We are aware of the illegal practices which are prevalent in the securities market.
- We will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular Trading.
- We will not place any order on the exchanges, which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is corresponding underlying Shares/Securities positions in the Cash and F&O segment of the respective Exchange.
- We will not introduce any kind of money acquired illegally in the financial system.
- We will submit the necessary documents / information required under the PMLA and/ or any other statute.
- We are aware of the following provisions of laws applicable to the Shares/Securities Market.

A) Section 11 of the SEBI Act, 1992 read with 11B inter alia prescribed that

- i) 11(4) Without prejudice to the provisions contained in sub-section (1) (2) (2A) and (3) of 11 B, the Board may, by order for reasons to be recorded in writing, in the interest of investors of Shares/Securities market, take any of the following measures, either pending investigation or inquiry or on completions of such investigation or inquiry, namely:
  - ii) restrain person from accessing the Shares/Securities market and prohibit any person associated with Shares/Securities market to buy, sell or deal in Shares/Securities.

B) Section 4 Prohibition of manipulative, fraudulent and unfair trade practices

- I. Without prejudice to the provisions of regulation 3, no person shall indulge in a fraudulent or an unfair trade practices in Shares/Securities.
- II. Dealings in Shares/Securities shall be deemed to a fraudulent or an unfair trade practices if it involves fraud and may include all or any of the following namely:
  - a) indulging in an act which creates false or misleading appearance of trading in the Shares/Securities market;
  - b) dealing in a security not intended to effect transfer of beneficial ownership but intended to operate only as a device to inflate, depress or cause fluctuations in the price of such security for wrongful gain or avoidance of loss;
  - c) advancing or agreeing to advance any money to any person thereby inducing any other person to offer to buy any security in any issue only with the intention of securing the minimum subscription to such issue;
  - d) paying, offering or agreeing to pay or offer, directly or indirectly, to any person any money or money's worth for inducing such person for dealing in any security with the object of inflating, depressing, maintaining or causing fluctuation in the price of such security;
  - e) any act or omission amounting to manipulation of the price of a security;
  - f) publishing or causing to publish or reporting or causing to report by any person dealing in Shares/Securities any information which is not true or which he does not believe to be true prior to or in the course of dealing in Shares/Securities;

- g) entering into a transaction in Shares/Securities without intention of performing it or without intention of change of ownership of such security;
- h) selling, dealing or pledging of stolen or counterfeit security whether in physical or dematerialized form;
- i) an intermediary promising a certain price in respect of buying or selling of a security to a client and waiting till a discrepancy arises in the price of such security and retaining the difference in prices as profit for him/herself;
- j) an intermediary providing his clients with such information relating to a security as cannot be verified by the clients before their dealing in such security;
- k) an advertisement that is misleading or that contains information in a distorted manner and which may influence the decision of the investors;
- l) an intermediary reporting trading transactions to his clients entered into on their behalf in an inflated manner in order to increase his commission and brokerage;
- m) an intermediary not disclosing to his client transactions interceded into on his behalf including taking an option position;
- n) circular transactions in respect of a security entered into between intermediaries in order to increase commission to provide a false appearance of trading in such security or to inflate or depress or cause fluctuation in the price of such security;
- o) encouraging the clients by an intermediary to dealing in Shares/Securities solely with the object of enhancing his brokerage or commission;
- p) an intermediary predating or otherwise falsifying records such as contract notes;
- q) an intermediary buying and selling Shares/Securities in advance of a substantial client order or whereby a future or option position is taken about an impending transaction in same or related futures or options contract;
- r) planting false or misleading news which may induce sale or purchase of Shares/Securities.

We hereby declare that We will not indulge either directly or indirectly in any of the above mentioned fraudulent or unfair trade practices either individually or in concert with other persons/entities. In the event of any of the above fraudulent or unfair trade practices is noticed by the Exchange or regulatory authorities, then I/ we shall be solely responsible for acts as noticed and you shall not be responsible for my illegal and fraudulent and unfair trade practices in the Cash and F&O segment of the exchanges.

I/ We hereby give this declaration to you without any coercion, with sound mind and voluntarily which shall be a part of our Client Registration form and Member Client Agreement executed.

 30 \_\_\_\_\_

Client Signature

Client Name

Place :



I/We do hereby give my/our consent and also authorise you to send me/us the contract notes for my/our transactions in electronic form having digital signatures through internet (web-based and/or e-mail)

13. Pursuant to SEBI Circular No. SEBI/MRD/SI/Cir-42-2003 dated November 19th November 2003 and NSE Circular No. NSE/INVG/PRE/2003/16 dated 25th November, 2003 and the relevant information given by The Stock Exchange, Mumbai, I/We understand that FSBPL also does proprietary trading and I/We have noted the same and hereby state that I/We have no objection to FSBPL doing the proprietary trading.
14. I/We wish to state that I/We have understood the changes brought in by SEBI through Securities And Exchange Board Of India (Stock Brokers and Sub-brokers) Amendments Regulations, 2003 by its Notification in the Official Gazette as on 23d September, 2003 read with NSE's circular no. 379 dated 26th December, 2003 and BSE's circular no. 20040114-18 dated 14th Jan, 2004 and I/We do hereby declare and undertake that :
  - a) I/We am/are investor and would not do any sub-broking business for shares and stock and undertake not to do any act or business which would amount to sub-broking of shares and securities.
  - b) The delivery of Securities and the payment of funds relating to the transactions shall be directly between FSBPL and me/us
  - c) I/We assure to make all payments to FSBPL from my/our own bank account only and not from the bank account(s) of any of my/our associates or any third party's bank account under any circumstances.
  - d) I/We assure to make all delivery of shares to FSBPL sold by me/us from my/our own depository account only and not from the depository account(s) of any of my/our relatives, friends, associates or any third party's depository account(s) under any circumstances.
  - e) I/We shall not issue contracts nor bills nor any confirmation memo for shares and securities in my/our own name.
  - f) I/We undertake to abide by the Rules and Regulations of SEBI/NSE/BSE and other relevant authorities and any modification/amendment thereof and in case any discrepancies / irregularities are found, FSBPL reserves the right to close doing business with me/us without assigning or explaining any reasons thereto.
15. I/We undertake that if any claim or dispute arises between me/us in respect of any transactions, contracts, etc. entered into on my/our account or in relation to any Stock Exchange matter, I/We shall be bound to refer it to Arbitration as per the Rules, Bye-Laws and Regulations and conventions of the SEBI and/or exchange(s) which are applicable to me/us and that any decision in such Arbitration shall be final and binding on me/us.
16. I/We also authorise FSBPL to issue summarised contract note instead of detailed contract note.
17. I/We also hereby authorise FSBPL with whom both the beneficiary (DP) account and trading account for investment & trading purpose is operated, to debit the trading account for the debit charges payable to FSBPL as Depository Participant for providing Depository Services. Any such sum debited to my/our account shall be binding on me/us.
18. I/We hereby agree that if I/we fail to make payment of consideration to you in respect of any one or more securities purchased by me/us, before the pay in date, notified by Exchange from time to time, then you shall be at liberty to sell the securities received in pay-out at any time or exchange not later than fifth trading day reckoned from date of pay in.
19. I/We further agree that if I/we fail to deliver any one or more securities to your pool account in respect of securities sold by me/us before pay in date notified by Exchange from time to time. Such undisputed obligation in relation to securities shall be deemed to have been closed out at auction price or close out price.

Thanking you.

Yours faithfully,

 31 \_\_\_\_\_  
(Clients Name & Signature with rubber stamp)

Place :

Date :

**AUTHORITY LETTER FOR RUNNING ACCOUNT OF FUNDS AND SECURITIES**

To  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street  
(8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

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

Dear Sir,


1. With reference to my/our trading account opened with you, I/we request you to maintain a running account for funds and securities on my/our behalf without settling the account on settlement of each transaction. I/We further request you to retain all amounts and securities receivable by me/us until specifically requested by me/us to be settled or to be dealt with in any other manner.
2. I/we understand and agree that no interest will be payable to me/us on the amounts or securities so retained with you.
3. I/we may be trading in derivatives segment & cash segment of various Exchanges and hence have various accounts with you. In this regard I/we hereby authorize Fort Share Broking Pvt. Ltd. to act at its discretion of adjusting any credit balance under my/ our various accounts against the debit in any account across segments/Exchange, without taking any further instruction from me/us.
4. I/we also confirm that the securities lying in my withhold A/c should be considered as margin deposit / collateral.
5. I/we authorize you to set off a part or whole of the margin deposited by me/us. against any of my / our dues, by appropriating relevant amount of fund or by sale of securities which form part of margin.
6. I/we hereby authorize you to pledge my / our securities deposited as margin or withheld by you as, permitted in the running account and to deposit my / our funds deposited as margin to Exchanges / Clearing Corporation towards margin.
7. **I/we agree that this authority letter shall be valid for Financial Year 20\_\_ to 20\_\_ and it will be renewed every year.**
8. I/we may revoke the authorisation at any time giving a written notice.
9. I/we also agree that the actual settlement of fund and securities shall be done by us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by Fort Share Broking Pvt. Ltd.
10. I/we shall bring any dispute arising from the statement of account or settlement so made to the notice of Fort Share Broking Pvt. Ltd. within 7 working days from the date of receipt of statement.
11. I/we agree that there shall be no inter-client adjustment for the purpose of settlement of the 'running account'.
12. For the clients having outstanding obligations on the settlement date, the stock broker may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
13. Such periodic settlement of running account may not be necessary :
  - i. for clients availing margin trading facility as per SEBI circular
  - ii. for funds received from the clients towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

**Preference of Client for Settlement of Running Account (Funds & Securities)**

Settlement Preference	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
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Thanking you,

Yours truly,

 32 \_\_\_\_\_  
Signature of the Client

To,  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street (8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

Dear Sir,

**Ref: Consent to issue Contract Notes and Daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledger in electronic format**

I/We hereby agree and consent to accept the Contract Notes for transaction carried on by me/us with you and the daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers of funds and securities (hereinafter referred to as "daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledger"), in terms of the agreement entered into between us, in electronic form. Electronic Contract Notes & daily statements, "monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers issued issued by you as per the terms and conditions specified hereunder shall be binding on me/us. I/We undertake to check the Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers and bring the discrepancies to your notice within 24 hours and 14 (Fourteen) days respectively of such issuance of Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers. My/our non-verification or not accessing the Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers on regular basis shall not be a reason for disputing the Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers at any time. I/we have changed the email.id password after the first login. The consent is subject to terms and conditions mentioned herein below.

This instruction to issue digital contract notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers is applicable with immediate effect to the below mentioned e-mail id.

Yours faithfully,

33 \_\_\_\_\_

**Signature of the Client**

**email ID:** \_\_\_\_\_

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

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

Dear Customers,

We thank you very much for opting for our offer to send you the Contract Notes & daily statements, monthly statements, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers in the electronic form. Terms and conditions for availing the facility of the electronic Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers digitally signed are as follows. Please sign it as an acceptance to it.

1. The Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers will be issued in electronic form in compliance with the guidelines issue by SEBI/Exchange from time to time.
2. Electronic Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers will be mailed to the E-mail address provided to us in the Format as may be prescribed by the Exchange from time to time.
3. Electronic Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledger will also be available on **URL <http://www.fortshare.net>**
4. Clients can view the electronic Contract Notes & daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers on URL by using the username & Password
5. Electric Contract Notes will be archived at an interval of 15 days. If the client intends to view the electronic Contract Notes for a period prior to 15 days, client may request for the same in writing
6. In case of any failure in system or erros in electronic Contract Notes and/or daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers will be issued in physical form, which shall be binding on the client.
7. Discrepancies, if any, should be sent to the member within 24 hours of issuance of electronic Contract Notes & With in 30 days of receipt of daily statements, monthly statetments, quarterly statements, yearly statements, margin statements, holding statements and any such financial ledgers
8. Any charges in the terms and conditions shall be intimated from time to time.
9. Non-receipt of bounced e-mail shall be considered as a valid delivery to the client & Stock Broker shall not be responsible for the consequences thereof.

To

**Fort Share Broking Pvt. Ltd.**

8, Loudon Street (8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

Date \_\_\_\_\_

Sub : **Adjustment in different segment & Exchanges**


Dear Sir,

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/We have executed/desire to execute an agreement with M/s. Fort Share Broking Pvt. Ltd. for trading on the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Ltd. (BSE) and/of any other Exchange in cash and derivative segment. I/We hereby request you to treat the agreement between ourself and the agreement entered/to be entered by me/us with M/s. Fort Share Broking Pvt. Ltd. as coextensive and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account(s) maintained with you against the outstanding dues payable, if any, by me/us in any of my/our account(s) maintained with M/s. Fort Share Broking Pvt. Ltd. or vice versa.

You and/or M/s. Fort Share Broking Pvt. Ltd. shall have right of lien on the credit balance in any of may/our accounts irrespective of whether it is maintained with your M/s. Fort Share Broking Pvt. Ltd. Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking you,

Yours Faithfully

Signature of the Client :  34 \_\_\_\_\_

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

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### **In-Person Verification**


Verified by (Name of the Employee) : \_\_\_\_\_

Branch : \_\_\_\_\_

Employee Sign : \_\_\_\_\_

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

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

Client Sign :  35 \_\_\_\_\_

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

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

---

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

**From:**

To,  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street, 1<sup>st</sup> Floor,  
Kolkata - 700017

**Sub: BSE StAR MF**

Sir,

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

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

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

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated December 2, 2009 and as may be specified by the Exchange from time to time in this regard.

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

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

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

Thanking you,

Yours faithfully,

**Signature**  36 \_\_\_\_\_

Date:\_\_\_\_\_ .

From:

To,

**Fort Share Broking Pvt. Ltd.**

8, Loudon Street, 1<sup>st</sup> Floor,  
Kolkata-700017

Sub: **Mutual Fund Service System (MFSS) facility**

Sir,

I/We\_\_\_\_\_am/are registered as your client with Client Code No.

\_\_\_\_\_ and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

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

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

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated **24<sup>th</sup> November 2009** and as may be specified by the Exchange from time to time in this regard.

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

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

I/We therefore request you to register me/us as your client for participating in the MFSS. Thanking you,

Yours faithfully,

Signature  37\_\_\_\_\_

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

1. Pre-requisites for becoming Investor / Client for the New MFSS facility
  - 1.1. The client who is desirous of investing in units of mutual fund schemes through the New MFSS.
  - 1.2. The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS.
  - 1.3. The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
  - 1.4. The Client has approached to the Participant with the application for availing the New MFSS facility.
  - 1.5. The client has submitted relevant KYC (Know Your Client) details to the Participants
2. Terms and Conditions
  - 2.1. The client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
  - 2.2. The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
  - 2.3. The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
  - 2.4. The client has read and understood the risks involved in investing in Mutual Fund Schemes.
  - 2.5. The client shall be wholly responsible for all his investment decisions and instruction.
  - 2.6. The client shall ensure continuous compliance with the requirements of the NSEIL, SEBI and AMFI.
  - 2.7. The Client shall pay to the Participant fees and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Participant renders to the Client.
  - 2.8. The client will furnish information to the Participant in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  - 2.9. In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
  - 2.10. In case of any dispute between the Participants and the investors arising out of the MFSS facility, NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.

Signature  38 \_\_\_\_\_

**Formats**

**ANNEXURE - 1**

**DECLARATION BY FIRM (SOLE-PROPRIETORSHIP)  
(To be obtained on Pre-Printed Letter Head of the Firm)**

Dated :


**To**  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street  
(8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

Dear Sir,

I refer to the trading account opened with you in the name of ..... and declare and authorize you as under :

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary Account No. .... with Depository: ..... having DP ID .....opened in the name of the undersigned who is the sole proprietor of the firm.


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

Signature  39 \_\_\_\_\_ (Please sign with stamp of the firm)

Further I, the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be personally liable to you for all the obligations that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

The cheques/DDs may be issued by me from my individual account or my joint account with some one else. This said amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s..... with Fort Share Broking Pvt. Ltd. I shall not lay any claim whatsoever in future against Fort Share Broking Pvt. Ltd. for affording credit of such cheques/DDs issued from my individual/joint account credit of which has been provided by Fort Share Broking Pvt. Ltd. to the account of my proprietorship firm M/s.....

Yours truly

Signature  40 \_\_\_\_\_  
(Please sign **without** stamp of the firm)

**ANNEXURE - 2**  
**DECLARATION TO BE GIVEN BY PARTNERSHIP**  
**(To be obtained on Pre-Printed Letter Head of the Firm)**

Dated :

**To**  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street  
(8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

Dear Sir,

We refer to the trading account opened with you in the name of..... and declare and authorize you as under:

We recognize that a beneficiary account can not be opened with a Depository Participant in the name of the 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 .....: having DP ID ..... opened as a joint account in the names of the partners of the firm.

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

 41 \_\_\_\_\_  
Signature

 42 \_\_\_\_\_  
Signature

 43 \_\_\_\_\_  
Signature

Instructions : Should be signed by all partners of the firm

**ANNEXURE - 3**


**AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER(S)  
(To be obtained on Pre-Printed Letter Head of the Firm)**

We the partners of M/s ..... , a partnership firm, having its office at ..... (office address) City ..... State..... hereby authorize Mr./Ms.....


And Mr./Ms..... to open a securities trading account in Capital Market segment, F&O segment and Debt Market segment on behalf of the firm M/s ..... with the Trading Member M/S FORT SHARE BROKING PVT. LTD. for sale and purchase of shares/debentures/derivative instruments in Capital market segment(CM) and or Futures and Options segment(F&O) and/or Retail Debt Market segments (DM) or any other segment that may be introduced by NSE/BSE in future. He/She/They is/are authorized on behalf of the firm to deal in equities, derivatives, debentures, debt products and the said Trading Member is hereby authorized to honour all instructions oral or written, given on behalf of the firm by him/her/them.

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

However any partner/authorized signatory(ies) can issue cheques from bank account(s) in favour of FORT SHARE BROKING PVT. LTD. for credit to Share trading account of the of the firm with M/s FORT SHARE BROKING PVT. LTD.,even though his/their signatures may not be available on the records of Fort Share Broking Pvt. Ltd. These cheques may either be from the account of partnership firm or from individual account, the said amount so. given shall be solely/ exclusively for the account of the firm maintained with Fort Share Broking Pvt. Ltd.

 44 \_\_\_\_\_  
Signature

 45 \_\_\_\_\_  
Signature

 46 \_\_\_\_\_  
Signature

Note : Please affix rubber stamp of the firm for each signature

**ANNEXURE - 4**  
**DECLARATION OF JOINT FAMILY**

**To**  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street  
(8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

A/c No. ....

1. WHEREAS the Hindu Undivided Family of .....  
..... (hereinafter referred to as 'the said joint family) carrying on business in the  
firm name and style of .....  
at .....or elsewhere (hereinafter referred to as 'the said H. U. F. firm'), have or  
desire to have Share Trading A/C with M/s FORT SHARE BROKING PVT. LTD. (hereinafter to as'Member) we,  
the undersigned, hereby declare :

- (a) that we are the present adult co-parceners of the said joint family;
- (b) that Sh. .... is the present Karta or Manager of the said Joint Family.
- (c) that we are entitled to trade in shares and open Share Trading Account of the said Joint Family.
- (d) that each one of us has full and unrestricted authority to act on behalf of, and bind, the said H.U.F. firm and all the present as well as future members, both adults and minors, of the said joint family, howsoever constituted from time to time.

2. We confirm that the affairs of the said joint family and the business of the said H.U.F. firm are carried on mainly by the Karta/Manager, the said Sh. .... on behalf and in the interest and for the benefit of all the co-parceners of the said joint family. We hereby authorize the Karta/Manager Sh. .... on behalf of the HUF to deal on Capital Market segment(CM), Futures and Options segment(F&O), Debt Market segment (DM) or any other segment that maybe introduced by NSE/BSE in future and the said Trading Member is hereby authorized to honour all instructions oral or written, given by him on behalf of the HUF.

Mr. .... is authorized to sell, purchase, transfer, endorse, negotiate documents and /or otherwise deal through FORT SHARE BROKING PVT. LTD. on behalf of the HUF..... He is also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said H. U. F. firm to the Member and agree and confirm that any claim due to the Member from the said H.U.F. firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.

3. We undertake to advise the Member in writing of any change that may occur in the Kartaship/Managership or in the constitution of the said joint family or of the said H.U. F. firm and until receipt of such notice by the Member, the Member will be entitled to regard each of us as a member of the said joint family and as a partner of the said H. U. F. firm and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said H. U. F. firm before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said H.U.F firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member for all dues and obligations of the said H. U. F firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.




 47 \_\_\_\_\_  
Signature with Stamp

- 4. We recognize that a beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account no. .... with Depository ..... opened in name of Sh. .... who is the Karta/Manager of this H. U. F.
- 5. We agree that obligations for share purchase and / or sale by the H. U. F. will be handled and completed through transfers to / from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the H. U. F.
- 6. The names and dates of birth of the present minor co-partners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind, the said H. U. F. firm.

Name of the Minor	Father's Name	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 7. We have received and read a copy of the Member's rules and regulations for the conduct of Share Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that maybe made therein from time to time.

Yours faithfully,

 48 \_\_\_\_\_  49 \_\_\_\_\_  50 \_\_\_\_\_  
(Full personal signature of Karta and all major co-partners)

**ANNEXURE - 5**

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE  
(To be obtained on Pre-Printed Letter Head of the Firm)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. .... Ltd. AND HAVING ITS REGISTERED OFFICE AT..... HELD ON ..... DAY .....OF ....., 200..... AT.....

Resolved that the Company do agree with M/S. FORT SHARE BROKING PVT. LTD., Member of the National Stock Exchange of India Ltd. (NSE) and Stock Exchange, Mumbai (BSE) for the purpose of dealing on Capital Market segment, Futures and Options segment, Debt segment or any other segment that may be introduced by NSE/BSE/ Fort Share Broking Pvt. Ltd. in future and the said Trading Member be and is hereby authorized to honour instructions, oral or written, given on behalf of the company by any of the under noted authorized signatories:

Sr. No. Name Designation

- 1.
- 2.
- 3.




who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through FORT SHARE BROKING PVT. LTD. on behalf of the Company.

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

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, wherever necessary, in the presence of any Directors or of any one director and Company Secretary, who shall sign the same in token of the presence.

For.....Ltd. Chairman / Company Secretary

Specimen Signatures of the Authorized Persons.

Sl. No.	Name	Specimen Signatures
1.	.....	 51_____
2.	.....	 52_____
3.	.....	 53_____

The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company.

**ANNEXURE - 6**

**DECLARATION TO BE GIVEN BY CORPORATES  
(To be obtained on Pre-Printed Letter Head of the Firm)**





Dated :

**To**  
**Fort Share Broking Pvt. Ltd.**  
8, Loudon Street  
(8-B, U.N. Brahmachari Street)  
1st Floor, Kolkata-700 017

Dear Sir,

We hereby certify that the following resolution of the Board of Directors of .....  
Limited was duly passed at the Board meeting held on dated ..... that

1. The company is empowered to deal in equities, derivatives, debentures, debt products and agrees to the terms of the Member as per Member Constituent Agreement.
2. The Member is hereby authorized to act on the oral or written instructions of any one or more of the following persons He/they is /are authorized to operate the account and to deal in equities, derivatives, debentures, debt products and to sell, purchase, transfer, endorse, negotiate documents and / or otherwise deal through FORT SHARE BROKING PVT. LTD. on behalf of the company ..... He/they is/are also authorized to sign, execute and submit such applications, undertakings agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

Signature(s)	Name(s)
 54 _____	_____
 55 _____	_____
 56 _____	_____
 57 _____	_____

Signature of Chairman / Director  58 \_\_\_\_\_

AND/or

Signature of Company Secretary

(Please attach a certified true copy of the resolution)

**ANNEXURE - 7**  
**HUF - MEMBERS DECLARATION**

I hereby declare that I \_\_\_\_\_ Karta of the HUF family having members as below :

Name of the Karta & Their Family Members	Date of Birth	Relationship with the Karta	Signature
1.			
2.			
3.			
4.			
5.			
6.			

Date :

Place :

 59 \_\_\_\_\_

Signature of the Karta

**CHECKLIST**

**(To be filled up by Branch / Authorised Centre / Sales Executive / Sub-broker)**  
**The form will not be accepted if the checklist is incomplete.**

No.	Type	Branch / Franchise		Head Office	
		Yes	No	Yes	No
<b>RESIDENTIAL INDIVIDUAL</b>					
1.	Proof of Identity of all holders				
	1st Holder				
	Voter ID <input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> MAPIN UID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Photo Identity card issued by employer registered under MAP IN <input type="checkbox"/> Copy of Ration card compulsory)				
	Voter ID <input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> MAPIN UID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Identity card/document with applicant's Photo, issued by <input type="checkbox"/> Central/State Government and its Departments, <input type="checkbox"/> Statutory/ Regulatory Authorities <input type="checkbox"/> Public Sector <input type="checkbox"/> Undertakings, <input type="checkbox"/> Scheduled Commercial Banks <input type="checkbox"/> Public Financial Institutions <input type="checkbox"/> Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members <input type="checkbox"/> Credit cards/Debit cards issued by Banks <input type="checkbox"/>				
2	How is the Identity of the client verified Client visited the office <input type="checkbox"/> Branch/ Franchisee personnel met the client <input type="checkbox"/>				
3	Address proof of first holders				
	1st Holder				
	Voter ID <input type="checkbox"/> Driving Licence <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Leave License <input type="checkbox"/> Purchase Agreement <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Latest Bank statement <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Flat Maintenance Bill <input type="checkbox"/> Certificate issued by employer registered under MAPIN <input type="checkbox"/>				
	Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Leave-License <input type="checkbox"/> Purchase Agreement <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Latest Bank statement <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Flat Maintenance Bill <input type="checkbox"/> Self-declaration by High Court & Supreme Court judges, giving the new address in respect of their own accounts. <input type="checkbox"/> Identity card/document with address, issued by a) Central/State Government and its Departments, <input type="checkbox"/> b) Statutory/Regulatory Authorities, <input type="checkbox"/> c) Public Sector Undertakings, <input type="checkbox"/> d) Scheduled Commercial Banks, <input type="checkbox"/> e) Public Financial Institutions <input type="checkbox"/> f) Professional Bodies such as ICAI, ICWAI, Bar Council etc, to their Members. <input type="checkbox"/>				
4	Does address proof match with the corresponding address given by client				
5	Has the address of the client verified				
6	Signed Photograph of holders obtained				
7	Copy of Cheque / Cancelled Cheque obtained				
8	All pages of the agreement duly signed by holder				
9	Name, Address & Signature of witness on agreement				
12	All the documents collected are verified with the original				
13	Verification stamp with signature, name & date on the documents collected				
14	Name, Signature & Address of 2 Witnesses				
15	Form is complete with all respects				
<b>HUF ACCOUNTS</b>					
16	Signed Photograph of the Karta				
17	Proof of Address of the Karta & HUF				
18	Copy of PAN Card / HUF & Karta				
19	Undertaking letter signed by 2 coparceners.				
20	Balance Sheet to be provided				
21	Proof of Bank details to be provided				

No.	Type	Branch / Franchise		Head Office	
		Yes	No	Yes	No
<b>CORPORATE ACCOUNT</b>					
22	Board Resolution on Company Letter Head (Annexure 6 & 7)				
23	All Director's proof of identity				
24	All Director's address proof				
25	All Director's latest signed photographs				
26	Company PAN card				
27	Corresponding address proof should match with that written in the form				
28	Memorandum and Article of Association is required with Company Rubber Stamp and Director Signature				
29	Mode of operation mentioned				
30	Company stamp affixed wherever the director signs on the agreement				
31	Copies of the balance sheet for the last 2 financial years. (Copies of annual Balance sheet to be submitted every year)				
32	Copy of latest share holding pattern including list of all those holding more than 5 % in the share capital of the company, duly certified by the company secretary/ Whole-time director/ M D. (Copy of updated shareholding pattern To be submitted every year)				
33	Copy of MAPIN UID card				
	Form 32 & Form 18 for change in Director's or Company Address with ROC Receipt.				
<b>TRUST ACCOUNT</b>					
34	DP Account can be opened in the name of the trust if it is a Public Trust only				
35	Certified True copy of the Trust Deed				
36	Trustees proof of identity				
37	Trustees address proof				
38	Trustees latest signed photographs				
39	Pan number or Registration number of the Trust				
40	Valid Bank proof in the name of Trust				
<b>PROPRIETORSHIP FIRM</b>					
41	Latest Photograph signed by the Proprietor				
42	Proof of Identity of the Proprietor				
43	Income Tax proof of the Proprietor				
44	Address proof of Proprietor				
45	D P Account can be opened in the name of the proprietor only				
46	Verification from the bank stating that the account is in the name - of the proprietorship firm & the name of the proprietor on bank letterhead				
47	Proprietorship firm stamp affixed wherever the proprietor signs on the agreement				
48	Certified true copy of the Partnership Deed				
<b>PARTNERSHIP FIRM</b>					
49	Partners proof of identity				
50	Partners address proof				
51	Partners latest signed photographs				
52	Pan number or registration number of the Partnership firm				
53	Valid Bank proof in the name of partnership firm				
<b>NRI ACCOUNT</b>					
54	Copy of RBI Approval Letter (Primary Banks are also allowed)				
55	Copy of passport.				
	PAN Card of NRI is to be provided				
56	Indian & Foreign address of client along with the proof				
57	Power of Attorney Letter to whom power is given for signature & trading on behalf of him (Certified true Copy).				
58	Personal details of Authorized person to whom the power of attorney is given for signature & trading on behalf of him.				
59	Letter obtained from client for getting Unique client code from NSE in case of Derivative trading				
60	All Documents to be Notarised				

All information & particulars in this application have been verified to the best of my knowledge & belief

✓

\_\_\_\_\_  
Employee's Sign